

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
LIANE KATZENSTEIN LY, Esq., (SBN 259230)
liane@kingsleykingsley.com
JESSICA BULAON, Esq. (SBN 340749)
jessi@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff and the proposed class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

EMMANUEL WRIGHT, individually and on
behalf of all others similarly situated,

PLAINTIFF,

v.

HOME BOX OFFICE, INC.; PLANE MEETS
PAPER PRODUCTIONS, LLC; and DOES 1
through 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV19636

[Case Assigned for All Purposes to Hon.
Maren E. Nelson in Dept. 17]

**SUPPLEMENTAL DECLARATION OF
LIANE KATZENSTEIN LY IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: February 27, 2024

Time: 9:30 AM

Dept: 17

1 **SUPPLEMENTAL DECLARATION OF LIANE KATZENSTEIN LY**

2 I, Liane Katzenstein Ly, declare as follows:

3 1. I am an attorney admitted before all courts of the State of California and a partner in
4 the law firm of Kingsley & Kingsley, APC, counsel of record for Plaintiff EMMANUEL WRIGHT
5 (“Plaintiff”) in this action. I am completely familiar with the present litigation, including the
6 pleadings, discovery, and filings submitted in this matter. I make this supplemental Declaration
7 from my own personal knowledge, and, if called upon, I could and would competently testify to the
8 following.

9 2. I graduated from Florida State University in 2005 with a degree in English. I
10 graduated from University of California, Davis School of Law in 2008. I am admitted to practice
11 before the following Courts: United States District Court, Northern, Southern, Eastern, and Central
12 of California; all of California State Courts.

13 3. I make this Supplemental Declaration in support of Plaintiff’s Motion for
14 Preliminary Approval of the Class Action Settlement in the above-captioned case and in response to
15 the Court’s January 5, 2024 tentative ruling ordering the Parties to address various points.

16 **MOTION PAPERS**

17 3. Plaintiff’s counsel is aware of California Rules of Court, Rule 3.113(d). When it
18 came time to prepare the Motion for Preliminary Approval in this matter, leave was not given for a
19 brief in excess of 15 pages. I apologize to the Court for this inconvenience. It was never my
20 intention to waste the time or resources of this Court and I extend my sincere apologies for the
21 oversight.

22 **I. ADEQUACY**

23 4. The Court raised concerns about Plaintiff’s typicality and adequacy to represent both
24 subclasses.

25 5. Both quarantines were run with identical policies and procedures and were for the
26 same show.

27 6. There are members of the Class who are included in both subclasses and some who
28 are only in one or the other. Plaintiff only worked during the first shoot.

1 7. The declaration provided by Defendant explains that the policies and procedures for
2 the quarantines were identical.

3 8. Essentially, it is like the Class Members worked at different locations but performed
4 the same jobs.

5 9. We created subclasses to ensure that the only shoots released were those with the
6 quarantine.

7 10. Plaintiff did enter into a separate settlement for all of his individual claims.

8 11. He released all claims arising from the quarantine and the shoot itself. This includes
9 claims beyond wage and hour claims. It includes a reimbursement claim, that Plaintiff alleged on
10 behalf of himself.

11 12. This settlement is separate from the Class Settlement. Given the broader release and
12 his allegations outside of those covered by this Settlement, I do not believe there is a conflict.

13 13. Plaintiff's co-counsel Kim Legal, APC has provided a declaration regarding their
14 experience with class action lawsuits, which will be concurrently filed with this supplemental
15 declaration. Helen Kim withdrew from this litigation and is no longer class counsel. She is not
16 sharing in the fees.

17 **DUNK/KULLAR ANALYSIS**

18 14. Plaintiff and the Class Members were paid a day rate of \$300.00 during the five day
19 quarantine.

20 15. Plaintiff maintains that they were under the control of Defendant and, as such, all the
21 time spent in the quarantine, with the exception of the time spent sleeping, should be compensated.

22 16. Plaintiff maintains that the \$300 a day was compensation for the first 8 hours, and
23 after that, additional compensation is owed for 8 more hours (4 at overtime and 4 at double time).
24 This would compensated Plaintiff and the Class for 16 hours (a full day with a deduction for 8
25 sleeping hours).

26 17. With an hourly rate \$37.50 for 17 Class Members, for a five day quarantine, the
27 overtime and double time claims amount to \$44,625.00. Each Class Member is entitled to \$225.00
28

1 for the four hours of overtime and \$300.00 for the four hours of double time. This is \$525.00 a day
2 owed for five days of quarantine.

3 18. If we assume 1 meal period and 1 rest period penalty a day for all 17 Class
4 Members, the meal period claim and the rest period claim is approximately \$3,187.50 each, or
5 \$6,375.00.

6 19. Each Class Member worked 1 pay period, as such the Wage Statement Claim is
7 worth approximately \$2,000 (\$100.00 per pay period).

8 20. Each Class Member is former employee. As such the Waiting Time penalties owes
9 are \$825.00 a day(8 hours of regular pay, 4 hours of overtime pay, and 4 hours of double time pay)
10 for 30 days for each of the 17 employees. This comes to \$420,750.00.

11 For the PAGA claim, if we utilize 100 a pay period for 49 pay periods, the full value
12 is \$4,900.00. If you stack PAGA penalties, this number can get as high as \$19,600.00.00.

13 **II. PAGA RELEASE**

14 13. Attached hereto as Exhibit “1” is a true and correct copy of Plaintiff’s notice letter to
15 the LWDA.

16 **III. NOTICE AND NOTICE ADMINISTRATION**

17 14. Notice will be given in English only, because that is the language spoken throughout
18 the employment. (*See Wright Declaration*).

19 15. “Experienced Neutral” will be removed.

20 **IV. SETTLEMENT ADMINISTRATION**

21 16. The Settlement Administrator in this case, Xpand Legal, has provided a declaration
22 regarding their qualifications and experience as an administrator, which will be concurrently filed
23 with this Supplemental Declaration.

24 **EXHIBITS**

25 17. Attached hereto as Exhibit “1” is a true and correct copy of Plaintiff’s notice letter
26 to the LWDA.

18. Attached hereto as Exhibit “2” is a true and correct copy of the fully-executed Statement and Disclosure of Agreement for Cost-Sharing and Division of Attorneys’ Fees between my firm and the attorneys who referred us the case, Kim Legal, APC and Helen Kim Law, APC.

19. Attached hereto as Exhibit “3” is a true and correct copy of the proof of submission of this supplemental declaration, all related documents, and copy of the email from the LWDA confirming receipt.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

This Declaration was executed the 29th of January, 2024, in Los Angeles, California.

Liane Katzenstein Ly

EXHIBIT "1"

KIM LEGAL, APC

3435 Wilshire Blvd., Suite 2700 • Los Angeles, California 90010

Telephone: 323.482.3300 • Facsimile: 866.652.7819

Frank H. Kim

(323) 323-482-3300

fkim@kim-legal.com

May 20, 2021

VIA CERTIFIED MAIL

Home Box Office, Inc.
c/o National Registered Agents, Inc.
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: *Emmanuel Wright v. Home Box Office, Inc., et al.*
California Labor Code § 2699 Penalties
LWDA Case No. LWDA-CM-832813-21

To Whom It May Concern:

This office and Helen Kim Law, APC represents Emmanuel Wright (“Plaintiff”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004 under California Labor Code § 2698, *et. seq.*

Plaintiff alleges that Home Box Office, Inc. (“HBO”), Warner Media, LLC (“Warner Media”), 3 Arts Entertainment, LLC (3 Arts Entertainment”), and Plane Meets Paper Productions, LLC (“Plant Meets Paper Productions”) (together, “Defendants”) are jointly liable for the violations alleged herein because each of them directly or indirectly, through an agent or any other person, employed or exercised control over the wages, hours, and/or working conditions of Plaintiff to achieve the desired result. Moreover, Defendants had the power to prevent, but failed to prevent, the violations articulated herein from occurring, despite their knowledge of the same.

Defendants hired Plaintiff as background talent for a shoot dated April 8, 2021 for the show “Insecure.” Prior to the shoot, Plaintiff was required to self-quarantine at a hotel designated by Defendants from Sunday April 4, 2021 through Friday April 9, 2021 in exchange for \$300 per day. During the quarantine period, Plaintiff could not leave his hotel room without permission and was required to order food from a designated restaurant, which was delivered directly to his room.

Defendants paid Plaintiff in the gross amount of \$300 per day for his time in self-quarantine with no overtime pay or meal and rest break premium pay.

Plaintiff seeks to represent all employees of Defendants who were required to self-quarantine. Plaintiff alleges that Defendants failed to comply with one of more of the Labor Code violations as described herein and is, therefore, liable for civil penalties under California Labor Code § 2698 *et seq.*

May 20, 2021

Page 2

Unlawful Failure to Pay Overtime Wages

Defendants failed to maintain a policy that compensates non-exempt employees for all hours worked, including overtime. Because Defendants required Plaintiff and the aggrieved employees to self-quarantine for multiple consecutive days in exchange for \$300 per day without overtime pay. As a result of the violations of California Labor Code §§ 510 and 1194 for failure to pay overtime, Defendants are liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Pay Minimum Wages

Defendants failed to maintain a policy that compensates her employees an amount equal to or greater than the minimum wage for all hours worked, as required by California Labor Code §§ 1194, 1197.1, 1197. All hours must be paid at the statutory agreed rate and no part of this rate may be used as a credit against a minimum wage obligation. For the reasons explained above, Defendants failed to compensate Plaintiff and the aggrieved workers for each hour they were in self-quarantine. As a result of such off-the-clock work, Defendants have violated Labor Code §§ 1194, 1197.1, 1197.1 for failure to pay minimum wage, Defendants are liable for civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 *et seq.*

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods

Defendants failed to maintain a policy that provides their employees with off-duty meal periods as required by California law. Defendants required Plaintiff and the aggrieved employees to remain inside their hotel rooms during the entire quarantine period, including during their meal and rest break periods. As a result, Plaintiff and the aggrieved employees regularly worked in excess of five (5) and/or ten (10) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties and free to leave the work site or facility during the meal period, as required by Labor Code §§ 226.7, 512. Defendants did not pay Plaintiff and other aggrieved employees the premium compensation mandated by Labor Code 226.7(b) for these missed meal periods. As a result of the violations of California Labor Code §§ 226.7 and 512, Defendants are liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods

Defendants failed to maintain a policy that provides their employees with off-duty meal periods as required by California law. Defendants required Plaintiff and the aggrieved employees to remain inside their hotel rooms during the entire quarantine period, including during their meal and rest breaks. For the reasons explained above, Plaintiff and the aggrieved employees regularly worked in one or more shifts in excess of three and one-half (3.5) hours without being provided at least a ten-minute rest period in which they were relieved of all duties, as required by Labor Code §§ 226.7 and 512. Defendants failed to pay Plaintiff and the aggrieved employees the premium compensation mandated by Labor Code § 226.7(b) for these missed rest periods. As a result of

May 20, 2021

Page 3

the violations of California Labor Code §§ 226.7 and 512, Defendants are liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Reimburse Expenses

Defendant failed to indemnify Plaintiffs and the aggrieved employees for all necessary expenses or losses incurred by them. Defendant failed to reimburse Plaintiffs and the aggrieved employees for personal device usage, cellular usage, and other expenses associated with their employment during self-quarantine. California Labor Code § 2802 requires the employer to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties. As a result of the violations of California Labor Code § 2802, Defendant is liable for civil penalties pursuant to California Labor Code §§ 558, 2802 and 2698 *et seq.*

Unlawful Failure to Provide Notice to Employees

Defendants violated Labor Code § 2810.5 by failing to provide written notice to Plaintiff and the aggrieved employees. Specifically, Defendants failed to provide Plaintiff and the aggrieved employees with written notice containing information of the name of their employer, including any “doing business as” names used by the employer, the physical address and telephone number of the employer’s main office, the name, address, and telephone number of the employer’s workers’ compensation insurance carrier, and the rate of pay. As such, Plaintiff contends that they and the other aggrieved employees are entitled to penalties in the amount of \$100 for each first violation and \$200 for each subsequent violation pursuant to Labor Code § 2699(f)(2).

Unlawful Failure to Furnish Accurate Wage Statements

Defendants violated California Labor Code § 226(a), which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing gross wages earned. For the reasons explained above, Plaintiff and the aggrieved employees never received wage statements that included the gross wages earned, the hours worked, or the rates of pay. As a result of the violations of California Labor Code § 226(a), Defendants are liable for civil penalties pursuant to California Labor Code §§ 226.3 and 2698 *et seq.*

Unlawful Failure to Pay Wages Due Upon Termination

Defendants have violated California Labor Code § 203 by willfully failing to pay all compensation due and owing to all former non-exempt employees at the time employment was terminated. Plaintiff and the other aggrieved employees were not paid their overtime pay, minimum wages, and/or meal and rest break premiums. Pursuant to Labor Code §§ 203 and 256, the aggrieved employees are entitled to recover up to thirty (30) days of wages due to Defendants’ willful failure to comply with the statutory requirements of §§ 201 and 202 of the Labor Code.

May 20, 2021

Page 4

Additionally, because Defendants violated California Labor Code §§ 201 and 203, Defendants are liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

Conclusion

Defendants have violated or has caused to be violated a number of California wage and hour laws. Plaintiff request that the agency investigate the above allegations and provide notice of the allegations pursuant to PAGA's provisions. Alternatively, Plaintiff requests the agency inform them if it does not intend to investigate these violations so that Plaintiff may pursue a claim under the PAGA pursuant to Labor Code § 2698 *et seq.*

Sincerely,



Frank H. Kim

KIM LEGAL, APC

HELEN KIM LAW, APC

KIM LEGAL, APC

3435 Wilshire Blvd., Suite 2700 • Los Angeles, California 90010

Telephone: 323.482.3300 • Facsimile: 866.652.7819

Frank H. Kim

(323) 323-482-3300

fkim@kim-legal.com

May 20, 2021

VIA CERTIFIED MAIL

Plane Meets Paper Productions, LLC
c/o CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: *Emmanuel Wright v. Home Box Office, Inc., et al.*
California Labor Code § 2699 Penalties
LWDA Case No. LWDA-CM-832813-21

To Whom It May Concern:

This office and Helen Kim Law, APC represents Emmanuel Wright (“Plaintiff”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004 under California Labor Code § 2698, *et. seq.*

Plaintiff alleges that Home Box Office, Inc. (“HBO”), Warner Media, LLC (“Warner Media”), 3 Arts Entertainment, LLC (3 Arts Entertainment”), and Plane Meets Paper Productions, LLC (“Plant Meets Paper Productions”) (together, “Defendants”) are jointly liable for the violations alleged herein because each of them directly or indirectly, through an agent or any other person, employed or exercised control over the wages, hours, and/or working conditions of Plaintiff to achieve the desired result. Moreover, Defendants had the power to prevent, but failed to prevent, the violations articulated herein from occurring, despite their knowledge of the same.

Defendants hired Plaintiff as background talent for a shoot dated April 8, 2021 for the show “Insecure.” Prior to the shoot, Plaintiff was required to self-quarantine at a hotel designated by Defendants from Sunday April 4, 2021 through Friday April 9, 2021 in exchange for \$300 per day. During the quarantine period, Plaintiff could not leave his hotel room without permission and was required to order food from a designated restaurant, which was delivered directly to his room.

Defendants paid Plaintiff in the gross amount of \$300 per day for his time in self-quarantine with no overtime pay or meal and rest break premium pay.

Plaintiff seeks to represent all employees of Defendants who were required to self-quarantine. Plaintiff alleges that Defendants failed to comply with one of more of the Labor Code violations as described herein and is, therefore, liable for civil penalties under California Labor Code § 2698 *et seq.*

May 20, 2021

Page 2

Unlawful Failure to Pay Overtime Wages

Defendants failed to maintain a policy that compensates non-exempt employees for all hours worked, including overtime. Because Defendants required Plaintiff and the aggrieved employees to self-quarantine for multiple consecutive days in exchange for \$300 per day without overtime pay. As a result of the violations of California Labor Code §§ 510 and 1194 for failure to pay overtime, Defendants are liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Pay Minimum Wages

Defendants failed to maintain a policy that compensates her employees an amount equal to or greater than the minimum wage for all hours worked, as required by California Labor Code §§ 1194, 1197.1, 1197. All hours must be paid at the statutory agreed rate and no part of this rate may be used as a credit against a minimum wage obligation. For the reasons explained above, Defendants failed to compensate Plaintiff and the aggrieved workers for each hour they were in self-quarantine. As a result of such off-the-clock work, Defendants have violated Labor Code §§ 1194, 1197.1, 1197.1 for failure to pay minimum wage, Defendants are liable for civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 *et seq.*

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods

Defendants failed to maintain a policy that provides their employees with off-duty meal periods as required by California law. Defendants required Plaintiff and the aggrieved employees to remain inside their hotel rooms during the entire quarantine period, including during their meal and rest break periods. As a result, Plaintiff and the aggrieved employees regularly worked in excess of five (5) and/or ten (10) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties and free to leave the work site or facility during the meal period, as required by Labor Code §§ 226.7, 512. Defendants did not pay Plaintiff and other aggrieved employees the premium compensation mandated by Labor Code 226.7(b) for these missed meal periods. As a result of the violations of California Labor Code §§ 226.7 and 512, Defendants are liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods

Defendants failed to maintain a policy that provides their employees with off-duty meal periods as required by California law. Defendants required Plaintiff and the aggrieved employees to remain inside their hotel rooms during the entire quarantine period, including during their meal and rest breaks. For the reasons explained above, Plaintiff and the aggrieved employees regularly worked in one or more shifts in excess of three and one-half (3.5) hours without being provided at least a ten-minute rest period in which they were relieved of all duties, as required by Labor Code §§ 226.7 and 512. Defendants failed to pay Plaintiff and the aggrieved employees the premium compensation mandated by Labor Code § 226.7(b) for these missed rest periods. As a result of

May 20, 2021

Page 3

the violations of California Labor Code §§ 226.7 and 512, Defendants are liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Reimburse Expenses

Defendant failed to indemnify Plaintiffs and the aggrieved employees for all necessary expenses or losses incurred by them. Defendant failed to reimburse Plaintiffs and the aggrieved employees for personal device usage, cellular usage, and other expenses associated with their employment during self-quarantine. California Labor Code § 2802 requires the employer to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties. As a result of the violations of California Labor Code § 2802, Defendant is liable for civil penalties pursuant to California Labor Code §§ 558, 2802 and 2698 *et seq.*

Unlawful Failure to Provide Notice to Employees

Defendants violated Labor Code § 2810.5 by failing to provide written notice to Plaintiff and the aggrieved employees. Specifically, Defendants failed to provide Plaintiff and the aggrieved employees with written notice containing information of the name of their employer, including any “doing business as” names used by the employer, the physical address and telephone number of the employer’s main office, the name, address, and telephone number of the employer’s workers’ compensation insurance carrier, and the rate of pay. As such, Plaintiff contends that they and the other aggrieved employees are entitled to penalties in the amount of \$100 for each first violation and \$200 for each subsequent violation pursuant to Labor Code § 2699(f)(2).

Unlawful Failure to Furnish Accurate Wage Statements

Defendants violated California Labor Code § 226(a), which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing gross wages earned. For the reasons explained above, Plaintiff and the aggrieved employees never received wage statements that included the gross wages earned, the hours worked, or the rates of pay. As a result of the violations of California Labor Code § 226(a), Defendants are liable for civil penalties pursuant to California Labor Code §§ 226.3 and 2698 *et seq.*

Unlawful Failure to Pay Wages Due Upon Termination

Defendants have violated California Labor Code § 203 by willfully failing to pay all compensation due and owing to all former non-exempt employees at the time employment was terminated. Plaintiff and the other aggrieved employees were not paid their overtime pay, minimum wages, and/or meal and rest break premiums. Pursuant to Labor Code §§ 203 and 256, the aggrieved employees are entitled to recover up to thirty (30) days of wages due to Defendants’ willful failure to comply with the statutory requirements of §§ 201 and 202 of the Labor Code.

May 20, 2021

Page 4

Additionally, because Defendants violated California Labor Code §§ 201 and 203, Defendants are liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

Conclusion

Defendants have violated or has caused to be violated a number of California wage and hour laws. Plaintiff request that the agency investigate the above allegations and provide notice of the allegations pursuant to PAGA's provisions. Alternatively, Plaintiff requests the agency inform them if it does not intend to investigate these violations so that Plaintiff may pursue a claim under the PAGA pursuant to Labor Code § 2698 *et seq.*

Sincerely,



Frank H. Kim

KIM LEGAL, APC

HELEN KIM LAW, APC

EXHIBIT "2"

STATEMENT AND DISCLOSURE OF AGREEMENT FOR COST-SHARING AND DIVISION OF ATTORNEYS' FEES

This Statement and Disclosure of Agreement for Cost-Sharing and Division of Attorneys' Fees ("Agreement") is entered into between Kim Legal, APC ("Kim Legal"), Helen Kim Law, APC ("HK Law"), and Kingsley & Kingsley, APC ("Kingsley & Kingsley") (together, "the Parties"). It is made pursuant to California Rules of Professional Conduct, rule 1.5.1, in the matter of *Wright v. Home Box Office, Inc.*, LASC 21STCV19636 (the "Action"), to designate cost expenditure obligations and division of any attorneys' fees recovered.

Costs

1. Kingsley & Kingsley will advance all litigation costs of this Action going forward, such as the cost of depositions, experts, mediation, and filing fees. Kingsley & Kingsley, Kim Legal, and HK Law will advance non-litigation costs such as mileage, postage, photocopy costs, etc. If any money is recovered in the Action, such funds shall first be applied to repay all costs advanced.

Attorneys' Fees

2. After full repayment to Kim Legal, and HK Law, and Kingsley & Kingsley for costs incurred, the remaining amount of money to which the attorneys are entitled pursuant to paragraph four of Kim Legal's retainer agreement with the client shall be divided as follows:

- a. Kim Legal and HK Law collectively are to receive 50% of the fee;
and
- b. Kingsley & Kingsley is to receive 50% of the fee.

Miscellaneous

3. The total amount of attorneys' fees recovered, if any, shall not be increased by reason of this Agreement.

4. In the event of a dispute between the law firms subject to this Agreement, the Parties agree to first mediate their differences with the assistance of a neutral mediator, and if unsuccessful, submit the dispute to a mutually agreeable arbitrator in binding arbitration.

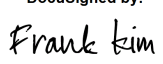
5. Any modifications to this Agreement shall be in writing.

6. A signature by facsimile, email, and/or a copy of a signature is deemed valid, binding, and enforceable. This Agreement may be executed in counterparts, and when

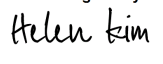
each party has signed and delivered at least one such counterpart, each counterpart shall be deemed as an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by facsimile.

ACCEPTED AND AGREED

DATED: 7/14/2022

KIM LEGAL, APC
By: 
Frank Kim
DocuSigned by:
E7653DAB60C94CB...

DATED: 7/14/2022

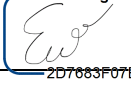
HELEN KIM LAW, APC
By: 
Helen Kim
DocuSigned by:
62F5EBF3F58D465...

DATED: July 14, 2022

KINGSLEY & KINGSLEY, APC
By: 
Eric Kingsley

CLIENT ACKNOWLEDGEMENT AND CONSENT

DATED: 7/14/2022

EMMANUEL WRIGHT
By: 
Signature
DocuSigned by:
2D7683F07E7841A...

(Proof of Submission to Labor and
Workforce Development Agency)

EXHIBIT "3"

(PROOF OF SERVICE)

[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On January 31, 2024, I served all interested parties in this action the following documents described as: **SUPPLEMENTAL DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

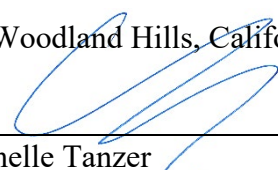
Maria C. Rodriguez mcrodriguez@mwe.com Chris Braham cbraham@mwe.com Ariel Beverly abevery@mwe.com Yvonne Rivera yrivera@mwe.com Cindy Liu cliu@mwe.com McDermott Will & Emery LLP 2049 Century Park East, Suite 3200 Los Angeles, CA 90067-3206 <i>Attorneys for Defendants</i>	Frank H. Kim fkim@kim-legal.com KIMLEGAL, APC 3435 Wilshire Blvd, Suite 2700 Los Angeles, CA 90010 Helen U. Kim helen@helenkimlaw.com HELEN KIM LAW, APC 3435 Wilshire Blvd, Suite 2700 Los Angeles, CA 90010 <i>Attorneys for Plaintiff</i>
--	--

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL THROUGH CASE ANYWHERE): On interested Parties set forth on the service list.

[XX] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 31, 2024, at Woodland Hills, California.



Michelle Tanzer