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Attorneys for Plaintiff DANA MARIE GANAL

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

ANDREW ZUBIA, DANA MARIE GANAL,
CHRISTIAN HERNANDEZ, and MICHAEL
WOODS individually, on a representative basis,
and on behalf of all others similarly situated,

Plaintiffs,

vs.

PROCTER & GAMBLE COMPANY, an Ohio
Corporation; PROCTER & GAMBLE
DISTRIBUTING LLC and Ohio Company; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 20STCV44506

*[Assigned to Hon. Judge Lawrence P. Riff, Dept.
7, for all purposes]*

**DECLARATION OF KANE MOON IN
SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

FINAL APPROVAL HEARING:

Date: January 17, 2024
Time: 10:00 a.m.
Dept.: 7

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1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Dana Marie Ganal (“Plaintiff Ganal”) and the putative Class. I have personal knowledge of the matters set forth herein and, if called to testify, I could and would testify competently to the facts described herein.

PROCEDURAL BACKGROUND

3. After being retained by Plaintiff Ganal for Defendants' alleged Labor Code violations, and in compliance with California Labor Code section 2699.3, subdivision (a)(1)(A), my office sent a PAGA notice letter on May 4, 2021, to Defendants and the California Labor and Workforce Development Agency (the "LWDA"). We also paid the filing fee. Attached hereto as **Exhibit 1** is a true and correct copy of Plaintiff Ganal's PAGA notice letter. Plaintiff's administrative exhaustion period expired without the LWDA indicating its intent to investigate Plaintiff's allegations.

4. Because of the alleged violations of various provisions of the Labor Code, Plaintiff Ganal filed a proposed class action in the Riverside County Superior Court (No. CVRI2102272) on May 5, 2021, which alleges systematic: (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failed to provide meal periods, (4) failure to authorize and permit rest periods, (5) failure to indemnify necessary business expenses, (6) failure to timely pay all final wages at termination, (7) failure to provide accurate itemized wage statements, and (8) engagement in unfair business practices. On April 26, 2022, Plaintiff Ganal filed a first amended complaint to allege a ninth cause of action for civil penalties under PAGA. My office subsequently submitted to the LWDA a file-stamped copy of Plaintiff Ganal's first amended complaint filed in this action containing the Court-assigned case number.

1 5. In light of several other related cases pending against Defendants in other California
2 Superior Courts, the Parties agreed to consolidate their actions in this Court, and on March 3, 2023, the
3 Parties filed a consolidated complaint. On April 27, 2023, Plaintiff Ganal filed a request for dismissal
4 of her action pending in the Riverside County Superior Court, which was granted on May 3, 2023.

5 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

6 6. I have reviewed the declaration of Brian Mankin concurrently filed with Plaintiffs'
7 Unopposed Motion for Final Approval of Class Action Settlement, and I agree with his analysis of
8 Defendants' potential liability.

9 7. Class Counsel have conducted a thorough investigation into the facts of this case. Based on
10 the Parties' document and information exchange and Class Counsel's own independent investigation and
11 evaluation, I agree with Mr. Mankin that the proposed settlement is fair, reasonable, and adequate as to
12 putative Class Members. Furthermore, considering all known facts and circumstances, the risk of significant
13 delay, trial risk, appellate risk, and the defenses that Defendants may assert both to certification and on the
14 merits, the proposed settlement is in the best interests of the Class.

15 8. The experience of myself and other attorneys of Moon Law Group, PC, as provided further
16 below, is helpful in assessing the reasonableness of settlements, such as the one at issue here, and from this
17 experience I concluded that this litigation could not have been settled on better terms than provided under
18 the proposed settlement.

19 THE ENHANCEMENT AWARD TO PLAINTIFFS IS REASONABLE

20 9. The proposed settlement provides for a Class Representative Service Payment in an amount
21 of \$7,500.00 to each of the named Plaintiffs, in addition to the amounts they will receive as Class Members
22 and Aggrieved Employees. (Settlement Agreement, ¶ 3.2.1.) I also agree with Mr. Mankin's analysis that
23 the proposed service payments to Plaintiffs are reasonable.

24 10. With respect to Plaintiff Ganal, who was a former employee of Defendants, throughout this
25 litigation she has cooperated immensely with my office and has taken many actions to protect the interests
26 of the Class. Plaintiff Ganal provided valuable information regarding her hours worked, and what duties
27 were performed during those hours. Plaintiff Ganal also provided information regarding meal and rest
28 periods taken and missed by Plaintiffs and other Class Members. Plaintiff Ganal participated in decisions

1 concerning this action, assisted in preparation for the mediation, and provided my office with the names
2 and contact information of potential witnesses in this action. Before we filed this case, Plaintiff Ganal
3 worked with my office to determine the viability of her claims. Plaintiff Ganal also provided information
4 and documents relating to her employment with Defendants. The information and documentation provided
5 by Plaintiff Ganal was instrumental in establishing the wage and hour violations alleged in this action, and
6 the recovery provided for in the proposed settlement would have been impossible to obtain without her
7 participation.

8 11. At the same time, Plaintiffs faced many risks in adding themselves as the Class Representatives
9 in this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public
10 record in an employment lawsuit could also very well affect their likelihood for future employment.

11 12. In turn, Class Members will now have the opportunity to participate in a settlement,
12 reimbursing them for wage violations they may have never known about on their own or been willing to
13 pursue on their own. If these Class Members would have each tried to pursue legal remedies on their own,
14 that would have resulted in each having to expend a significant amount of their own monetary resources
15 and time, which may not have been feasible for Class Members and were obviated by Plaintiffs putting
16 themselves on the line on behalf of the Class.

17 13. In the final analysis, this class action would not have been possible without the aid of Plaintiffs,
18 who put their own time and effort into this litigation and placed themselves at risk for the sake of Class
19 Members. The requested enhancement award to Plaintiffs for their service as the Class Representatives is a
20 relatively small amount of money considering their time and effort put into the litigation and considering
21 enhancements granted in other class actions. Additionally, under the proposed settlement, Plaintiffs have
22 agreed to a general release of claims, both known and unknown, and waiver of section 1542 rights, as
23 consideration for a service payment separate and apart from what Plaintiffs will receive as Settlement Class
24 Members and Aggrieved Employees. Therefore, the requested service award is reasonable.

25 MY EXPERIENCE AND QUALIFICATIONS

26 14. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law
27 School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an
28

1 Active Member in good standing continuously since then. I have been selected to Super Lawyers each year
2 from 2019 to 2023.

3 15. I co-founded Moon & Yang, APC in March 2010. Our firm recently changed its named with
4 the Secretary of State to Moon Law Group, PC. My practice is focused exclusively on advocating for the
5 rights of employees in wage and hour litigation, almost entirely in class and/or PAGA representative
6 actions.

7 16. For the past decade, I have built my practice to have an emphasis on employment and related
8 civil litigation cases and have both prosecuted and defended employment-related litigation cases. I have
9 been heavily, successfully, and continuously involved in active litigation and trial work, and have conducted
10 bench and jury trials on behalf of both employees and employers in wage and hour cases. My current billing
11 rate is \$725.00 per hour.

12 17. I am experienced in prosecuting and defending employment matters, particularly class actions
13 as well as PAGA representative actions. My firm has focused a substantial percentage of its practice on
14 wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for
15 other wage and hour class action lawsuits pending in various counties throughout California, including in
16 state and federal courts. The following is a list of some of our recent class action settlements that have
17 received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class
18 size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class
19 size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx.
20 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210;
21 lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel);
22 *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness*
23 *Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v.*
24 *ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel);
25 *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018
26 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that case, the
27 Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful
28 litigators. Other courts have approved the attorneys’ current rates for the Moon & Yang, APC attorneys”);

1 *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel);
2 *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead
3 counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC No. BC702283) (class size approx. 750; lead
4 counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel);
5 *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel);
6 *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v.*
7 *Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel);
8 *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft*
9 *Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v.*
10 *Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead
11 counsel).

12 ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

13 18. Allen Feghali is a partner at Moon Law Group, PC. He received his B.A. in Global and
14 International Studies in 2011 from UC Santa Barbara, and his J.D. from University of La Verne College of
15 Law in 2014. Mr. Feghali became an Active Member of the State Bar of California in December 2014 and
16 has been an Active Member in good standing continuously since then. He was selected by Super Lawyers
17 as a "Southern California Rising Star" in 2020–2023.

18 19. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice focuses on
19 advocating for the rights of employees at the trial-court and appellate level. Prior to approximately June
20 2018, with the exception of a handful of cases, his practice focused on individual FEHA and wrongful
21 termination claims, as well as individual wage and hour claims. In June 2018, Mr. Feghali became heavily
22 involved in the firm's class action practice.

23 20. Mr. Feghali's currently billing rate is \$675.00 per hour. During Mr. Feghali's tenure with
24 Moon Law Group, PC, he has played a critical role in obtaining outstanding results for employees who have
25 been wronged by their employers. Mr. Feghali's litigation experience includes, but is not limited to:

- 26 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath*
27 *Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on
28 all causes of action following contested briefing in a wage and hour class action.

- (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken under submission by the Court on February 3, 2022.
- (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No. 19STCV44400), which was granted in part and denied in part in October 2022.
- (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP (RAOx)) 2020 WL 1934954, where Defendant removed a wage and hour class alleging that Plaintiff's claims were pre-empted by the Labor Management Relations Act.
- (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.
- (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-MRWx) 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the individual defendant, who was alleged to have harassed the plaintiff under FEHA, was a proper defendant.
- (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has resolved or assisted in the resolution of approximately 100 cases which has resulted in millions of dollars of unpaid wages being returned to low-wage employees.

21. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage and hour class and representative actions. His fee has been approved by Courts

1 throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over
2 100 wage and hour class actions, including obtaining preliminary and final approval of settlements. A
3 selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following:
4 *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Stanley Black & Decker Wage*
5 *and Hour Cases* (No. JCCP5218) (\$3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-
6 OE-CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872)
7 (\$2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v.*
8 *Curative LLC* (No. 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-
9 00035844-CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921)
10 (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate*
11 *Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No.
12 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000); *Cuadras*
13 *v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The Roman Catholic Bishop of*
14 *Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) (\$1,200,000);
15 *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591) (\$1,250,000); *Garcia v. Tapia Enter., Inc.*
16 (\$2,137,651 for 507 class members); *Cha v. Center Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v.*
17 *Cha Hollywood Med. Ctr., L.P.* (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator*
18 *Corp.* (No. BC682972) (\$750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-
19 2018-00228252) (\$1,250,000).

20 EDWIN KAMARZARIAN'S EXPERIENCE AND QUALIFICATIONS

21 22. Edwin Kamarzarian is an associate attorney at Moon Law Group, PC. Mr. Kamarzarian
22 represents employees in all aspects of employment litigation, including wage and hour class action and
23 representative actions involving claims related to overtime and minimum wages, meal and rest break
24 violations, improper wage statements, PAGA, and unfair business practices.

25 23. Mr. Kamarzarian received his B.A. in Philosophy with honors from the University of
26 California, Riverside and his Juris Doctorate from Southwestern Law School. While in law school, Mr.
27 Kamarzarian served as a certified law clerk for the Los Angeles County District Attorneys office.

28 24. Mr. Kamarzarian's current billing rate is \$500.00 per hour. During Mr. Kamarzarian's tenure

1 with Moon Law Group, PC, Mr. Kamarzarian has played a meaningful role in obtaining outstanding results
2 for employees who have been wronged by their employers. Mr. Kamarzarian's litigation experience
3 includes, but is not limited to:

4 (a) In July of 2021, Mr. Kamarzarian prepared the briefing submitted to JAMS to deny arbitration
5 of a class and representative action compelled to arbitration, which was successful, resulting
6 in the case being sent back to the superior court in the matter of *Pagoulatos v. Coasthills*
7 *Credit Union*, Santa Barbara Case No. 20CV02801.

8 (b) In September of 2021, Mr. Kamarzarian successfully opposed a motion to compel arbitration
9 by arguing that Defendant waived its right to arbitrate under the arbitration agreement, which
10 was successful, resulting in a prompt settlement on a class-wide basis in the matter of
11 *Bustamante v. Virgil Advanced Skill Nursing, Inc.*, Los Angeles Case No. 19STCV00801.

12 (c) In January 2022, Mr. Kamarzarian helped prepare the briefing in a class certification motion
13 filed by a co-Plaintiff, which was granted, in part, in the matter of *Thong v. Outlook*
14 *Resources, Inc.*, Los Angeles Consolidated Case No. 20STCV43748.

15 25. Since April 2021, Mr. Kamarzarian's practice has shifted to almost exclusively representing
16 employees in putative wage and hour cases. Mr. Kamarzarian's fees have been repeatedly approved by
17 multiple Courts in this state. Mr. Kamarzarian participated in the litigation and resolution of many wage
18 and hour class actions and representative actions, including obtaining preliminary and final approval of
19 settlements, and approval of PAGA settlements. A selection of cases wherein Mr. Kamarzarian served as
20 Class Counsel or PAGA Counsel includes: *Pagoulatos v. Coasthills Credit Union*, Santa Barbara No.
21 20CV02801(\$1,100,00 for a class of approx. 460 class members); *Bustamante v. Virgil Advanced Skill*
22 *Nursing, Inc.*, Los Angeles No. 19STCV00801 (\$700,000 for approx. 348 class members); *Barahona v.*
23 *Methodist Hospital of Southern California*, Los Angeles No. 20STCV09876 (\$5,000,000 for a class of
24 approx. 3,329 class members); *Barrios v. C.B. Nichols Egg Ranch*, San Bernardino No. CIVSB2112296
25 (\$875,000 for a class of approx. 389 class members); *Bonine v. Wachter, Inc.*, Los Angeles No.
26 20STCV31653 (\$354,000 for a class of approx. 209 class members); *Campos v. Adecco USA, Inc.*,
27 Contra Costa No. C21-00473 (\$170,000 for approx. 822 aggrieved employees); *Castillo v. Freedom*
28 *Painting, Inc.*, Los Angeles No. 20STCV22365 (\$250,000 for approx. 345 class members); *Dale v.*

1 *Con-Lee Restaurants, Inc.*, Santa Clara No. 20CV364938 (\$415,000 for approx. 1,612 class members);
2 *Drews v. Tuff Shed, Inc.*, Sacramento County No. 34-2021-00300020-CU-OE-GDS (\$100,000 for
3 approx. 565 aggrieved employees); *Elliott v. Sage Hospitality Resources, LLC*, San Diego No. 37-
4 2020-00043180-CU-OE-CTL (\$450,000 for approx. 454 class members); *Ellison v. Granite Hills*
5 *Healthcare & Wellness Centre, LLC*, San Diego No. 37-2021-00032864-CU-OE-CTL (\$130,000 for
6 666 aggrieved employees); *Galvez v. Yamato Valencia, Inc.*, Los Angeles No. 20STCV22760
7 (\$300,000 for 439 class members); *Gonzalez v. A.M. Castaneda, Inc.*, San Diego No. 37-2021-
8 00017374-CU-OE-CTL (\$350,000 for approx. 311 class members); *Gonzalez v. Paradigm Treatment*
9 *Centers, LLC*, Los Angeles No. 21STCV25649 (\$95,000 for 212 aggrieved employees); *Gooding v.*
10 *AAA Quality Services, Inc.*, Kern No. BCV-21-100405 (\$510,000 for approx. 308 class members);
11 *Hickey v. Florence Crittenton Services of Orange County*, Orange No. 30-2020-01168166-CU-OE-
12 CXC (\$750,000 for approx. 823 class members); *Kwist v. Castile Oaks Golf Mgmt., LLC*, Sacramento
13 No. 34-2020-00275335-CU-OE-GDS (\$150,000 for approximately 99 class members); and *Majdoub v.*
14 *Argent Hotel Mgmt., LLC*, San Francisco No. CGC-20-582921 (\$1,800,000 for 2,304 class members).

15 CHARLOTTE MIKAT-STEVEN'S' EXPERIENCE AND QUALIFICATIONS

16 26. Charlotte Mikat-Stevens is an associate attorney at Moon Law Group, PC. Ms. Mikat-Stevens
17 advocates for employees in both state and federal court in employment and related litigation. Since joining
18 Moon Law Group, PC, her practice has focused on wage and hour class actions and PAGA representative
19 actions involving claims related to unpaid overtime and minimum wages, meal and rest break violations,
20 unreimbursed business expenses, improper wage statements, unfair business practices, and penalties.

21 27. Ms. Mikat-Stevens received her B.As. in Anthropology and International Studies with honors
22 from Loyola University of Chicago, and her J.D. and Master of Environmental Law and Policy from
23 Vermont Law School ("VLS"). While in law school, Ms. Mikat-Stevens served as Note and Production
24 Editor for the Vermont Journal of Environmental Law, served with the VLS Environmental Law Society,
25 and worked as a student clinician for both the Food and Agriculture and the Environmental and Natural
26 Resources Law Clinics at VLS. Following law school, Ms. Mikat-Stevens was selected for a fellowship
27 focused on the labor trafficking and forced labor of agricultural workers in the United States, during which
28 time she developed a toolkit for legal practitioners and represented victims of trafficking with civil and

1 criminal cases. Before joining Moon Law Group, PC, Ms. Mikat-Stevens represented farm workers with
2 various employment law claims in administrative and civil courts, including class and representative
3 actions, as well as in grievance and arbitration matters.

4 28. Ms. Mikat-Stevens became an Active Member of the State Bars of California and Washington
5 in 2019 and has been a member in good standing of both Bars continuously since then. She is also admitted
6 to practice in the United States District Court for the Eastern Districts of California and of Washington.

7 29. Ms. Mikat-Stevens' current billing rate is \$375.00 per hour. A selection of settled class actions
8 that have received preliminary and/or final settlement approval and PAGA-only approved settlements in
9 which Ms. Mikat-Stevens assisted in the resolution during her tenure with Moon Law Group, PC includes
10 the following: *Amaya v. Purosil, LLC* (Riverside No. CVRI2202854) (\$435,000 for 353 class members);
11 *Argueta v. ASMB, LLC* (LASC No. 22STCV08327) (\$135,000 for approx. 506 aggrieved employees);
12 *Bonine v. Wachter, Inc.* (LASC No. 20STCV31653) (\$354,000 for 209 class members); *Bustamante v.*
13 *Advanced Skilled Nursing, Inc.* (LASC No. 19STCV00801) (\$700,000 for 530 class members); *Cabello v.*
14 *Rancho Car Wash, LLC* (Riverside No. CVRI2103709) (\$297,500 for approx. 129 class members);
15 *Cervantes v. Wondertreats, Inc.* (Stanislaus No. CV-22-001263) (\$250,000 for approx. 420 class members);
16 *Del Toro-Ibarra v. West Pico Distributors, LLC* (LASC No. 21STCV31247) (\$130,000 for 108 class
17 members); *Fisher et al. v. Supreme Truck Bodies of California, Inc. et al.* (Riverside No. CVRI2200207)
18 (\$3,000,000 for approx. 1,216 class members); *Garcia v. San Jose Water Company* (Santa Clara No.
19 22CV39638) (\$1,200,000 for approx. 595 class members); *Garcia v. South Valley Companies* (Kern No.
20 BCV-22-100465) (\$182,000 for 151 class members); *Garcia v. Tri-Valley Plastering, Inc.* (Fresno No.
21 22CECG00591) (\$1,250,000 for approx. 858 class members); *Gomez v. Arya Ice Cream Distributing Co.,*
22 *Inc.* (LASC No. 21STCV31170) (\$588,203.6 for 98 class members); *Gonzalez v. A.M. Castaneda, Inc.*
23 (San Diego No. 37-2021-00017374-CU-OE-CTL) (\$488,372.97 for 494 class members); *Hernandez v.*
24 *Oakland Paper & Supply, Inc.* (Contra Costa No. MSC21-00363) (\$200,000 for approx. 135 aggrieved
25 employees); *Herrera v. Coastal Construction & Lumber Co.* (Santa Clara No. 22CV394683) (\$100,000
26 for approx. 197 aggrieved employees); *Lopez Rivera v. Villagrana Logistics, Inc.* (San Bernardino No.
27 CIVDS2022538) (\$400,000 for approx. 1,446 class members); *Perez v. Torn & Glasser, Inc.* (LASC No.
28 21STCV43614) (\$1,127,610 for 629 class members); *Sanchez v. Anodizing Indus., Inc.* (LASC No.

21STCV30722) (\$260,000 for 71 class members); *Sanchez v. M & G Jewelers, Inc.* (San Bernardino, No. CIVSB2124508) (\$495,000 for 400 class members); *Stanley Black & Decker Wage and Hour Cases* (No. JCCP5218) (\$3,500,000) (\$3,513,906.42 for 1,922 class members); *Valdez v. Heat Make Sense, Inc.* (Sacramento No. 34-2021-00296194) (\$120,000 for 13 class members); *Viruete v. Orange Treeidence OPCO, LLC* (Riverside No. CVRI2201128) (\$300,000 for approx. 533 class members); *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (\$950,000 for 435 class members); *Williams v. Hodo, Inc.* (Alameda No. 21CV000132) (\$550,000 for approx. 617 class members); *Williams v. Precision Tube Bending* (LASC No. 21STCV46806) (\$175,000 for approx. 135 aggrieved employees); and *Zaragoza v. The Roman Catholic Bishop of Fresno* (Merced No. 22CV-00282) (\$1,500,000 for 962 class members).

THE EXPERIENCE AND QUALIFICATIONS OF MOON LAW GROUP, PC

30. As demonstrated by the foregoing, my office is qualified to handle this litigation because we are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage and hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval. Including myself, Moon Law Group, PC is comprised of twenty attorneys, all of whom are actively and continuously practicing employment litigation, representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a high level of knowledge and experience in areas of wage and hour class and PAGA actions, and labor and employment law generally.

31. Moon Law Group, PC has been engaged in the practice of employment and labor law for over a decade, and presently focuses exclusively on plaintiffs' employment law. The firm and its lawyers have tried both bench and jury trials (representing both plaintiffs and defendants) relating to employment matters. As noted above, Moon Law Group, PC has been appointed lead or co-lead class counsel in federal and state courts in California. Also, the firm and its lawyers have successfully settled hundreds of cases during that time, including wage and hour class and/or PAGA actions.

32. I do not believe that I or any other attorneys of Moon Law Group, PC have any conflicts of interest with the named Plaintiffs, other Class Members, co-counsel, or the Administrator. I am not related to any of the Plaintiffs. I respectfully submit that Moon Law Group, PC is competent and well suited to act as Class Counsel in this action, and we have and will continue to vigorously represent Class interests.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

33. The proposed Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third (33.333%) of the Gross Settlement Amount, plus reimbursement for actual litigation costs not to exceed \$30,000.00. (Settlement Agreement, ¶ 3.2.2.)

34. The proposed award of attorneys' fees to Class Counsel can be justified under either the lodestar method or percentage recovery method. Class Counsel, however, base the requested award of fees on the percentage method.

35. The total current lodestar for Moon Law Group, PC is *not less than* the following:

Attorney	Rate	Hours	Lodestar
Kane Moon	\$725.00	48.1	\$34,872.50
Allen Feghali	\$675.00	54.6	\$36,855.00
Edwin Kamarzarian	\$500.00	25.5	\$12,750.00
Charlotte Mikat-Stevens	\$375.00	8.5	\$3,187.50
	Total:	136.7	\$87,665.00

36. There are additional hours devoted to this litigation by the attorneys in my office that are not reflected in the foregoing lodestar, including additional time that will be spent to obtain and monitor final approval of the proposed settlement and requested awards, oversee the settlement administration process and distribution of funds, respond to Class Member inquiries, and communicate with co-counsel and Plaintiff Ganal regarding the case. I estimate that my office will commit no less than 10 hours, although likely more time, to these additional tasks, which are hours not included in the foregoing lodestar total. My office also bears the risk of taking whatever actions are necessary if Defendants fail to pay.

1 37. We can provide complete, detailed billing records should the Court request them, but in such
2 event would request the opportunity to redact attorney-client, attorney work product, and any other
3 privileged information.

4 38. I am informed and believe that the fee and costs provision under the proposed Settlement is
5 reasonable. The fee percentage requested is less than that charged by my office for most employment cases.
6 My office invested significant time and resources into the case, with payment deferred to the end of the
7 case, and then, of course, contingent on the outcome.

8 39. The risk to my office has been very significant, particularly if we would not be successful in
9 pursuing this class action. In that case, we would have been left with no compensation for all the time taken
10 in litigating this case. Indeed, I have taken on a number of class and/or PAGA action cases that have resulted
11 in thousands of attorney hours being expended and ultimately having the defendant company going
12 bankrupt. The contingent risk in these types of cases is very real and occurs regularly. Furthermore, we
13 were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less
14 risky, monetary gain.

15 40. Because most individuals cannot afford to pay for representation in litigation on an hourly
16 basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency fee basis,
17 including Plaintiff Ganal in this litigation. Pursuant to this arrangement, we are not compensated for our
18 time unless we prevail at trial or successfully settle our clients' cases. Because Moon Law Group, PC is
19 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case,
20 we cannot afford to represent an individual employee on a contingency basis if, at the end of our
21 representation, all we are to receive is our regular hourly rate for services. It is essential that we recover
22 more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue
23 representing other individuals in civil rights employment disputes.

24 41. As of the drafting of this motion, my office has incurred \$5,446.77¹ in expenses litigating this
25 action. Attached hereto as **Exhibit 2** is a true and correct copy of my firm's litigation costs to-the-date.

27
28 ¹ My firm's current litigation costs are only slightly higher than as reported at the time of preliminary
approval (\$4,954.32). This increase in \$492.45 is due to necessary expenses, such as costs for filing and

1 These expenses were reasonably necessary to the litigation and were actually incurred by my office.
2 Moreover, these expenses are below the maximum amount (\$30,000.00) allowed under the proposed
3 settlement. (Settlement Agreement, ¶ 3.2.2.) Therefore, they should be reimbursed in full. In the event the
4 amount of costs approved by the Court is less than the requested amount, the difference will revert to
5 Participating Class Members. (*Id.*)

6 42. My office invested significant time and resources into the case, with payment deferred to the
7 end of the case, and then, of course, contingent on the outcome. My office's efforts have included, and will
8 include following a final approval order, without limitation, the following:

- 9 (a) Numerous interviews with Plaintiff Ganal, and review of documents and information
10 provided by her;
- 11 (b) Legal research and investigation regarding Defendants' practices at numerous points in the
12 litigation;
- 13 (c) Preparation and submission of Plaintiff Ganal's PAGA notice letter;
- 14 (d) Preparation, finalization, and filing of multiple drafts of the original and first amended class
15 action complaints;
- 16 (e) "Meet and confer" efforts with Defendants' counsel regarding other related matters;
- 17 (f) Preparation and finalization of a consolidated class action complaint in this Court, and
18 requesting dismissal of Plaintiff Ganal's action in the Riverside Superior Court;
- 19 (g) Contacting witnesses;
- 20 (h) Extensive "meet and confer" efforts with Defendants' counsel to obtain relevant documents
21 and information in preparation for mediation;
- 22 (i) Review of data and documents produced by Defendants;
- 23 (j) Analysis of the audit results and preparation of a damages model with the aid of a statistics
24 expert;
- 25 (k) Research and preparation of Plaintiffs' mediation brief;

26
27 _____
28 service of court documents, which are normally incurred during the court of litigation and between the
preliminary and final approval stages.

- (l) Attendance and active participation at a full day of mediation;
- (m) Drafting, negotiating, and reviewing multiple drafts of the proposed settlement agreement and class notice;
- (n) Preparation and finalization of the initial motion for preliminary approval and accompanying filings;
- (o) Conferring with co-counsel, Defendants' Counsel, and the Settlement Administrator regarding the Class mailing and responses;
- (p) Preparation and finalization of Plaintiffs' motion for final approval and accompanying filings;
- (q) Monitoring final approval of the proposed settlement agreement and requested awards;
- (r) Overseeing the settlement administration process and distribution of funds;
- (s) Responding to Class Member inquiries; and
- (t) Communicating with co-counsel and Plaintiff Ganal regarding the case.

43. Through the efforts of my office, co-counsel, and Plaintiffs in this case, a fair and reasonable resolution has been reached that includes a non-reversionary settlement payment by Defendants to compensate Class Members for Defendants' alleged wage and hour practices. I am informed and believe that, without the efforts of my office, co-counsel, or Plaintiffs, the Labor Code and Wage Order violations alleged would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on December 7, 2023, at Los Angeles, California.



Kane Moon

EXHIBIT 1

MOON & YANG, APC

ATTORNEYS AT LAW
WWW.MOONYANGLAW.COM

1055 W. SEVENTH ST., SUITE 1880
LOS ANGELES, CALIFORNIA 90017
TELEPHONE: (213) 232-3128
FACSIMILE: (213) 232-3125

Kane Moon, Esq.
Kane.Moon@moonyanglaw.com

May 4, 2021

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL

Procter & Gamble Distributing, LLC
One Procter & Gamble Plaza
Cincinnati, OH 45202

Notice of Labor Code Violations and PAGA Penalties

Re: ***Dana Marie Ganal v. Procter & Gamble Distributing, LLC***

To Whom It May Concern:

Please be advised that my office has been retained by Dana Marie Ganal (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Procter & Gamble Distributing, LLC (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Riverside County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as a forklift driver from approximately January 2021 to March 2021, primarily in Riverside County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week, and in excess of 10 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff and the Aggrieved Employees regularly worked off the clock, without compensation. For example, Plaintiff and the Aggrieved Employees were required to wait in line in order to clock into work each workday. Further, Plaintiff and the Aggrieved Employees were required to undergo COVID screening at the beginning of each workday and when returning from meal breaks, both temperature checks and a survey of questions, all off the clock and before clocking into work. Further, Plaintiff and the Aggrieved Employees worked an alternative workweek, but Defendants failed to properly register itself, and thus Plaintiff and the Aggrieved Employees were not paid all overtime premiums owed. In maintaining a practice of not paying all wages

owed, Defendants failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records

showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement, which included the purchase of gloves, safety goggles, and blades. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and

payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

MOON & YANG, APC



Kane Moon
Attorney at Law

EXHIBIT 2

Activities Export

12/07/2023

3:22 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/07/2023	\$	Case Anywhere ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Andrea Marin	1.00	\$132.00	-	\$132.00
10/23/2023	\$	Ace ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Andrea Marin	1.00	\$54.75	-	\$54.75
10/06/2023	\$	Ace ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Andrea Marin	1.00	\$54.75	-	\$54.75
08/22/2023	\$	Case Anywhere ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Andrea Marin	1.00	\$120.00	-	\$120.00
05/10/2023	\$	Case Anywhere ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Andrea Marin	1.00	\$42.00	-	\$42.00
05/05/2023	\$	Ace ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Andrea Marin	1.00	\$74.25	-	\$74.25
05/01/2023	\$	Ganal v. Procter & Gamble ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Support Account	1.00	\$6.85	-	\$6.85
05/01/2023	\$	Ganal v. P&G Distributing ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Support Account	1.00	\$1.00	-	\$1.00
01/19/2023	\$	Riverside Superior Court ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Andrea Marin	1.00	\$6.85	-	\$6.85
							\$0.00 0.00h	\$5,446.77 0.00h

Activities Export

12/07/2023

3:22 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/11/2022	\$ ● Unbilled	Journal	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$6.85	-	\$6.85
06/24/2022	\$ ● Unbilled	One Legal	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$12.87	-	\$12.87
06/24/2022	\$ ● Unbilled	One Legal	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$16.57	-	\$16.57
04/26/2022	\$ ● Unbilled	One Legal	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$16.78	-	\$16.78
04/21/2022	\$ ● Unbilled	Riverside Court	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$2.00	-	\$2.00
04/13/2022	\$ ● Unbilled	Berger Consulting	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$2,200.00	-	\$2,200.00
04/12/2022	\$ ● Unbilled	One Legal	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$16.78	-	\$16.78
04/12/2022	\$ ● Unbilled	One Legal	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$42.72	-	\$42.72
04/12/2022	\$ ● Unbilled	One Legal	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$37.37	-	\$37.37
							\$0.00 0.00h	\$5,446.77 0.00h

Activities Export

12/07/2023

3:22 PM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/12/2022	\$	One Legal ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$43.50	-	\$43.50
04/12/2022	\$	One Legal ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$16.78	-	\$16.78
04/05/2022	\$	Riverside Court ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$7.00	-	\$7.00
10/25/2021	\$	Riverside Court ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$4.95	-	\$4.95
10/25/2021	\$	Riverside Court ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$4.95	-	\$4.95
10/15/2021	\$	Ace ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$39.00	-	\$39.00
09/20/2021	\$	Riverside Court ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$4.95	-	\$4.95
08/16/2021	\$	Riverside Superior Court ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$1.00	-	\$1.00
07/31/2021	\$	Ace ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$46.75	-	\$46.75
							\$0.00 0.00h	\$5,446.77 0.00h

Activities Export

12/07/2023

3:22 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/16/2021	\$	Ace ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$46.75	-	\$46.75
06/15/2021	\$	Ace ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$38.00	-	\$38.00
06/07/2021	\$	Ace ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$73.75	-	\$73.75
05/28/2021	\$	Admin fee ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$750.00	-	\$750.00
05/28/2021	\$	Complaint fee ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$1,450.00	-	\$1,450.00
05/04/2021	\$	LWDA ● Unbilled	01276-Ganal Ganal v. P & G Distributing LLC (SR)	Seung Yang	1.00	\$75.00	-	\$75.00
							\$0.00 0.00h	\$5,446.77 0.00h