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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

JOSE ERNESTO LUCAS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

SW INGREDIENTS HOLDINGS, LLC, a
Delaware limited liability company; SPICE
WORLD INC., a Florida corporation; SPICE
WORLD, LLC, a Florida limited liability
company; and DOES 1 through 10, inclusive,

Defendants

Lead Case No. 21CECG01943
(Consolidated with cases 21CECG03840,
22CECG00586)

[Assigned to Hon. Jonathan Skiles, Dept. 403]

**CONSOLIDATED CLASS AND
REPRESENTATIVE ACTION**

**DECLARATION OF KANE MOON IN
SUPPORT OF MOTION FOR AN
ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND
JUDGMENT**

Date: July 11, 2024

Time: 3:30 p.m.

Dept. 403

Judge: Jonathan Skiles

JOSE MAGALLAN, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

SW INGREDIENTS HOLDINGS, LLC d/b/a
SPICE WORLD, INC., a Delaware Limited
Liability Company; and DOES 1 Through 10,
inclusive,

Defendants.

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Attorneys for Plaintiff Jose Magallan

1 **DECLARATION OF KANE MOON**

2 I, KANE MOON, declare as follows:

3 1. I am an attorney at law duly licensed to practice as such before all Courts of the State
4 of California and am one of the attorneys of record for Plaintiff Jose Ernesto Lucas (“Plaintiff”)
5 and the putative Class.

6 2. I have personal knowledge of the matters set forth herein and could competently
7 testify to the facts described herein.

8 **CASE BACKGROUND**

9 3. On July 2, 2021, Plaintiff Jose Ernesto Lucas (“Plaintiff”) filed a wage and hour class
10 action wherein he sought to represent a class of non-exempt, hourly-paid employees who work or
11 worked for Defendants SW Ingredients Holdings, LLC, Spice World, Inc., and Spice World,
12 LLC (collectively “Defendants”) in California in the period starting on July 2, 2017. The action
13 was entitled Lucas v. Spice World Holdings, LLC, et al., Fresno County Superior Court case no.
14 21CECG01943 (the “Action”). On September 23, 2021, Plaintiff filed a First Amended
15 Complaint adding a cause of action under PAGA (Cal. Lab. Code § 2699 et seq.).

16 4. After the filing of the Action, Plaintiff’s counsel was notified of the existence of
17 another related case brought by Plaintiff Jose Magellan against Defendants titled Magellan v. SW
18 Ingredients Holdings, LLC d/b/a Spice World, Inc., Fresno Superior Court case no.
19 21CECG03840. On March 28, 2022, Plaintiff Lucas and Magellan (collectively, “Plaintiffs”)
20 filed, pursuant to a stipulation between all Parties, a consolidated class and representative action
21 complaint against Defendants.

22 5. On October 12, 2022, Plaintiffs participated in a global mediation with mediator
23 Tripper Ortman, Esq. wherein Plaintiffs reached a settlement. Thereafter, Plaintiffs sought
24 preliminary approval of the settlement in this action, which was granted on February 9, 2024.
25 With an outstanding response by the class members regarding the settlement in this action, this
26 declaration is being submitted in support of final approval of the settlement in this action.

27 6. Of note, several attorneys of Moon Law Group, PC (formerly Moon & Yang, APC)
28 have worked on this action. My former partner, Seung Yang, along with a former associate, Brett

1 Gunther were responsible for this action at the outset. Shortly after filing, a current associate,
2 Julie Oh, my current partner, Allen Feghali, and I joined Brett Gunther in handling this action –
3 replacing Seung Yang. After Brett Gunther left Moon Law Group, my current associate, Edwin
4 Kamarzarian, Allen Feghali, and myself have been the handling attorneys. For those reasons, the
5 detailed billing records for this action contain multiple entries by several attorneys, and I can
6 only suggest that the Court consider a conservative estimate of time spent by Seung Yang¹, as I
7 do not have access to his timekeeping records.

8 MY EXPERIENCE AND QUALIFICATIONS

9 7. I received a B.A. in History in 1998 from UCLA. I received my J.D. from Loyola
10 Marymount Law School in 2006. I became an Active Member of the State Bar of California in
11 June 2007 and have been an Active Member in good standing continuously since then. I am a
12 current member of the California Employment Lawyers Association (“CELA”). I have been
13 selected to Super Lawyers each year from 2019 to 2023.

14 8. I co-founded Moon Law Group, PC in March 2010. My practice is focused
15 exclusively on advocating for the rights of employees in wage-and-hour litigation, almost
16 entirely in class actions, and my current billing rate is \$900.00 an hour.

17 9. For the past decade, I have built my practice to have an emphasis on employment and
18 related civil litigation cases and have both prosecuted and defended employment-related
19 litigation cases. I have been heavily, successfully, and continuously involved in active litigation
20 and trial work, and have conducted bench and jury trials on behalf of both employees and
21 employers in wage-and-hour cases.

22 10. I am experienced in prosecuting and defending employment matters, particularly class
23 actions. My firm has focused a substantial percentage of its practice on wage, hour, and working
24

25 ¹ Mr. Yang co-founded Moon & Yang, APC with me in March of 2010. As a practicing
26 attorney for 18 years, a conservative billing rate for the time he spent on this matter would be
27 \$750.00 per hour. A conservative estimate of the time he would have spent on this action would
28 be approximately 10 hours: speaking with Plaintiff regarding facts before filing the complaint,
discussing the Complaint with Brett Gunther, researching claims before including them in the
complaint, researching the Defendant and any potential related entities, and drafting the
complaint and PAGA letter.

1 conditions violations. In addition to the present case, I am also class counsel for other wage-and-
2 hour class action lawsuits pending in various counties throughout California, including in state
3 and federal courts. The following is a list of some of our recent class action settlements that have
4 received preliminary and final approval:

- 5 (a) Mark Brulee, et al. v. DAL Global Serv., LLC (C.D. Cal. Dec. 20, 2018,
6 No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659 (class size approx. 2,650;
7 lead counsel). In approving my \$650 hourly rate, the Court found: “Class
8 Counsel’s declarations show that the attorneys are experienced and
9 successful litigators. Other courts have approved the attorneys’ current
10 rates for the Moon Law Group, PC attorneys.” (Id. at *10);
- 11 (b) Sison v. Cha Hollywood Med. Ctr., L.P. (LASC No. BC6441 29) (class
12 size approx. 2,100; co-counsel);
- 13 (c) Jones v. Fitness Alliance, LLC (Riverside Super. Court No. PSC1404079)
14 (class size approx. 1,000; lead counsel);
- 15 (d) Gomez v. H Mart Cos., Inc. (LASC No. BC671525) (class size approx.
16 2,500; co-counsel);
- 17 (e) Montoya v. Golden 1 Credit Union (Sacramento Super. Court No. 34-
18 2018-00228252) (class size approx. 1,900; lead counsel);
- 19 (f) Campa v. Bloomingdales, Inc. (LASC No. BC700366) (class size approx.
20 1,500; lead counsel);
- 21 (g) Black v. Mission Healthcare Serv., Inc. (LASC No. 19STCV04602) (class
22 size approx. 1,000; lead counsel);
- 23 (h) Onofre v. Caitac Garment Processing, Inc. (LASC No. BC702283) (class
24 size approx. 750; lead counsel);
- 25 (i) Martinez v. Bail Hotline Bail Bonds, Inc. (LASC No. BC700131) (class
26 size approx. 173; lead counsel);
- 27 (j) Jones v. Citiguard, Inc. (LASC No. BC664890) (class size approx. 587;
28 lead counsel);

- (k) Slaughter v. ACA Sec. Stems, LP (LASC No. BC699137) (class size approx. 300; lead counsel);
- (l) Taylor v. Sherman's Delicatessen & Bakery, LLC (LASC No. BC722765) (class size approx. 515; lead counsel);
- (m) Vertti v. Bagcraft Papercon III, LLC (LASC No. 19STCV12729) (class size approx. 260; lead counsel);
- (n) Rodriguez v. Rossmoyne, Inc. (LASC No. BC699137) (class size approx. 220; lead counsel);
- (o) Vargas v. AMS Paving, Inc. (LASC No. BC722767) (case size approx. 260; lead counsel);
- (p) Garcia v. Comfy U.S.A. Apparel, Inc. (LASC No. BC709630) (class size approx. 210; lead counsel);
- (q) Lagos v. ThyssenKrupp Elevator Corp. (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel); and
- (r) Aparicio v. Lineage Logistics, LLC (LASC No. BC722764) (class size approx. 155; lead counsel).

11. The foregoing experience is helpful in assessing the reasonableness of settlements, such as the one at issue here, and from this experience I concluded that this lawsuit could not have been settled on better terms than provided under the present Settlement Agreement.

12. A true and correct copy of my detailed billing records kept in the regular course of business on our practice management software is attached hereto as Exhibit A.

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATION

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

1 14. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice
2 has focused on advocating for the rights of employees at the trial-court and appellate level. Prior
3 to approximately June 2018, with the exception of a handful of cases, his practice focused on
4 individual FEHA and wrongful termination claims, as well as individual wage and hour claims.
5 In June 2018, Mr. Feghali became heavily involved in the firm's class and PAGA representative
6 action practice.

7 15. Mr. Feghali's current billing rate is \$850.00 per hour, which is his usual hourly rate in
8 wage and hour litigations. During Mr. Feghali's tenure with Moon Law Group, PC, he has played
9 a critical role in obtaining outstanding results for employees who have been wronged by their
10 employers. Mr. Feghali's litigation experience includes, but is not limited to:

- 11 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et*
12 *al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which
13 resulted in a certification order on all causes of action following contested
14 briefing in a wage and hour class action.
- 15 (b) Mr. Feghali prepared the briefing in a contested class certification motion in
16 the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790),
17 which was argued and taken under submission by the Court on February 3,
18 2022.
- 19 (c) Mr. Feghali prepared the briefing in a contested class certification motion in
20 the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397), which is
21 not currently scheduled for hearing.
- 22 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class
23 certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc.,*
24 *et al.* (No. 19STCV44400), which was granted, in part, and denied, in part,
25 in October 2022.
- 26 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the
27 matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No.
28 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. Mar. 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.
- (i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which was granted, in part, and denied, in part, in February 2024.

Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage and hour class and PAGA representative actions. His fee has been approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over 100 wage and hour class actions, including obtaining preliminary and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-

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

18 16. A true and correct copy of Mr. Feghali's detailed billing records kept in the regular
19 course of business on our practice management software is attached hereto as Exhibit B.

20 BRETT GUNTHER'S EXPERIENCE AND QUALIFICATIONS

21 17. Brett Gunther was an associate attorney at Moon Law Group, PC. Mr. Gunther
22 represented employees in both state and federal court, specifically in employment litigation cases
23 involving discrimination, harassment, and wrongful termination, as well as wage-and-hour class
24 action and representative actions concerning claims related to overtime and minimum wages,
25 meal and rest break violations, improper wage statements, PAGA, and unfair business practices.

26 18. Mr. Gunther received his Bachelor of Arts in Psychology and Human Development
27 from the University of California, San Diego and his Juris Doctorate from California Western
28 School of Law, where he excelled academically and made the Dean's List for multiple terms. Mr.

1 Gunther also worked as a faculty research assistant for his Constitutional Law professor during
2 his final year.

3 19. Mr. Gunther has worked exclusively on behalf of employees since becoming a
4 member of the Bar in 2015, including on class and representative actions, and has been directly
5 involved in obtaining outstanding results for employees who have been wronged by their
6 employers, including, but is not limited to:

- 7 (a) Working as part of the four-attorney team to obtain class certification and a
8 trial verdict of \$2,000,000 on behalf of a class of thousands of retail
9 workers in the case *Felczer v. Apple Inc.*, San Diego Superior Court Case
10 No. 37-2011-00102593, (special verdict form filed on Dec. 9, 2016.)
- 11 (b) Following a defense verdict, Mr. Gunther prepared the briefing for a new
12 trial motion which resulted in the court ordering a new trial in *Contreras v.*
13 *Family Health Centers of San Diego*, San Diego Superior Court Case No.
14 37-2014-00026469-CU-WT-CTL, upheld on appeal in *Contreras-*
15 *Velazquez v. Family Health Centers of San Diego, Inc.* (Cal. Ct. App., Aug.
16 9, 2017, No. D071083) 2017 WL 3403146.
- 17 (c) Preparing the opposition and defeating a motion for summary judgment in
18 the United States District Court, Central District involving complex issues
19 concerning employee misclassification and disability discrimination in
20 *Mack v. Universal Truckload, LLC* (C.D. Cal., Dec. 18, 2020, No. 5:19-
21 CV-02363-RGK-SP) 2020 WL 8175602.
- 22 (d) Obtaining preliminary approval of a class and PAGA settlement for
23 approximately 658 class members in the matter *Lopez v. Pacific Dutch*
24 *Group, LLC, et al.*, (2022) Santa Barbara Superior Court Case Number
25 21CV01197.
- 26 (a) Obtaining final approval of a PAGA settlement for approximately 759
27 employees in the matter *Cruz v. Crescent Hotels & Resorts, LLC.* (2022)
28 Sacramento County Case No 34-2021-00299126-CU-OE-GDS.

- (b) Obtaining final approval of a PAGA settlement for approximately 82 employees in the matter *Barreno v. Republique, LLC*. (2021) Los Angeles County Case No 21STCV09903.
- (c) Obtaining final approval of a PAGA settlement for approximately 86 employees in the matter *Rosas v. DialMed, Inc.* (2021) Los Angeles County Case No 20STCV44300.
- (e) Obtaining preliminary and final approval of a class action and PAGA settlement on behalf of 658 class members in *Lopez v. Pacific Dutch Group, LLC, et al.*, (2022) Santa Barbara Superior Court Case Number 21CV01197.
- (f) Obtaining preliminary and final approval of a class action and PAGA settlement on behalf of 1,184 class members in *Cherazo v. Essendant Co., et al.* (2022) Los Angeles Superior Court Case Number 21STCV25368.
- (g) Obtaining preliminary and final approval of a class and PAGA settlement for approximately 367 class members *Garcia v. R&B Wholesale Distributors, Inc., et al.* (2022) San Bernardino Superior Court Case Number CIVSB2108856.
- (h) Obtaining final approval of a PAGA settlement for approximately 785 aggrieved employees in the matter *Perez v. Nutricion Fundamental, Inc.* (2022) Los Angeles County Case No 21STCV15036.

20. Mr. Gunther has been a member in good standing with the California State Bar since 2015 and was also admitted to practice in the United States District Court for the Central, Eastern, and Southern Districts of California. Mr. Gunther's billing rate was \$550.00 per hour.

21. A true and correct copy of Mr. Gunther's detailed billing records kept in the regular course of business on our practice management software is attached hereto as Exhibit C.

EDWIN KAMARZARIAN'S EXPERIENCE AND QUALIFICATIONS

22. Edwin Kamarzarian is an associate attorney at Moon Law Group, PC. Mr. Kamarzarian represents employees in all aspects of employment litigation, including wage and hour class action and representative actions involving claims related to overtime and minimum wages, meal and rest

break violations, improper wage statements, the California Private Attorneys General Act, and unfair business practices.

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

24. Mr. Kamarzarian's current billing rate is \$600.00 per hour. During Mr. Kamarzarian's tenure with Moon Law Group, PC, Mr. Kamarzarian has played a meaningful role in obtaining outstanding results for employees who have been wronged by their employers. Mr. Kamarzarian's litigation experience includes, but is not limited to:

- (a) In July of 2021, Mr. Kamarzarian prepared the briefing submitted to JAMS to deny arbitration of a class and representative action compelled to arbitration, which was successful, resulting in the case being sent back to the superior court in the matter of *Pagoulatos v. Coasthills Credit Union*, Santa Barbara Case Number 20CV02801.
- (b) In September of 2021, Mr. Kamarzarian successfully opposed a motion to compel arbitration by arguing that Defendant waived its right to arbitrate under the arbitration agreement, which was successful, resulting in a prompt settlement on a class-wide basis in the matter of *Bustamante v. Virgil Advanced Skill Nursing, Inc.*, Los Angeles Case Number 19STCV00801.
- (c) In January 2022, Mr. Kamarzarian helped prepare the briefing in a class certification motion filed by a co-Plaintiff, which was granted, in part. *Thong v. Outlook Resources, Inc.*, Los Angeles Consolidated Case Number 20STCV43748.
- (d) In January 2024, Mr. Kamarzarian prevailed on a writ of mandate in the 4th Appellate District of California with an opinion certified for publication in the matter of *Sierra v. Rudolph & Sletten, Inc.* Appellate Case Number D082429.

25. Since April 2021, Mr. Kamarzarian's practice has shifted to almost exclusively representing employees in putative wage and hour cases. Mr. Kamarzarian's fees have been repeatedly approved by multiple Courts in this state. Mr. Kamarzarian participated in the litigation and resolution of many wage and hour class actions and representative actions, including obtaining preliminary and final approval of settlements, and approval of PAGA settlements. A selection of cases wherein Mr. Kamarzarian served as Class Counsel or PAGA Counsel includes: *Pagoulatos v. Coasthills Credit Union*, Santa Barbara Case Number 20CV02801(\$1,100,00 for a class of approximately 460 class members, approving \$400/hr.); *Bustamante v. Virgil Advanced Skill Nursing, Inc.*, Los Angeles Case Number 19STCV00801 (\$700,000 for approximately 348 class members, approving); *Barahona v. Methodist Hospital of Southern California*, Los Angeles Case Number 20STCV09876 (\$5,000,000 for a class of approximately 3,329 class members); *Barrios v. C.B. Nichols Egg Ranch*, San Bernardino Case Number CIVSB2112296 (\$875,000 for a class of approximately 389 class members, approving \$400/hr.); *Bonine v. Wachter, Inc.*, Los Angeles Case Number 20STCV31653 (\$354,000 for a class of approximately 185 class members); *Campos v. Adecco USA, Inc.*, Contra Costa Case Number C21-00473 (\$170,000 for approximately 822 aggrieved employees, approving \$400/hr.); *Castillo v. Freedom Painting, Inc.*, Los Angeles Case Number 20STCV22365 (\$250,000 for approximately 345 class members); *Dale v. Con-Lee Restaurants, Inc.*, Santa Clara Case Number 20CV364938 (\$415,000 for approximately 1,612 class members); *Drews v. Tuff Shed, Inc.*, Sacramento County Case Number 34-2021-00300020-CU-OE-GDS (\$100,000 for approximately 565 aggrieved employees); *Elliott v. Sage Hospitality Resources, LLC*, San Diego Case Number 37-2020-00043180-CU-OE-CTL (\$450,000 for approximately 454 class members, approving \$400/hr.); *Ellison v. Granite Hills Healthcare & Wellness Centre, LLC*, San Diego Case Number 37-2021-00032864-CU-OE-CTL (\$130,000 for 666 aggrieved employees, approving \$400/hr.); *Galvez v. Yamato Valencia, Inc.*, Los Angeles Case Number 20STCV22760 (\$300,000 for 439 class members, approving \$400/hr.); *Gonzalez v. A.M. Castaneda, Inc.*, San Diego Case Number 37-2021-00017374-CU-OE-CTL (\$350,000 for approximately 311 class members); *Gonzalez v. Paradigm Treatment Centers, LLC*, Los Angeles Case Number 21STCV25649 (\$95,000 for 212 aggrieved employees); *Gooding v. AAA Quality Services, Inc.*, Kern Case Number BCV-21-

1 100405 (\$510,000 for approximately 308 class members, approving \$400/hr); *Hickey v. Florence*
2 *Crittenton Services of Orange County*, Orange Case Number 30-2020-01168166-CU-OE-CXC
3 (\$750,000 for approximately 823 class members); *Kwist v. Castle Oaks Golf Management, LLC*,
4 Sacramento Case Number 34-2020-00275335-CU-OE-GDS (\$150,000 for approximately 99 class
5 members, approving \$400/hr.); and *Majdoub v. Argent Hotel Management, LLC*, San Francisco
6 Case Number CGC-20-582921 (\$1,800,000 for 2,304 class members, approving \$400/hr.).

7 26. A true and correct copy of Mr. Kamarzarian's detailed billing records kept in the regular
8 course of business on our practice management software is attached hereto as Exhibit D.

9 JULIE SOHYUN OH'S EXPERIENCE AND QUALIFICATIONS

10 27. Julie Sohyun Oh is an associate attorney at Moon Law Group, PC. Ms. Oh began
11 working in October 2021, and initially, her practice focused on individual FEHA and wrongful
12 termination claims, as well as wage-and-hour class and representative actions. Since September
13 2022, Ms. Oh shifted her focus of practice to almost exclusively class and representative actions,
14 involving claims related to overtime and minimum wages, meal and rest break violations,
15 improper wage statements, the California Private Attorneys General Act, and unfair business
16 practices.

17 28. Ms. Oh received her Bachelor of Arts in Political Science from the University of
18 British Columbia and her Juris Doctorate from California Western School of Law. Ms. Oh is a
19 member in good standing with the California State Bar and in the United States District Court for
20 the Central, Eastern, and Northern Districts.

21 29. Ms. Oh's current billing rate is \$375 per hour, which is her usual hourly rate in wage
22 and hour litigations. A selection of settled class and/or representative actions that have received
23 preliminary and/or final settlement approval, the resolution of which Ms. Oh assisted during her
24 tenure with Moon Law Group, PC, includes following: *Calderon v. Installed Building Products*
25 (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Martinez et al. v. Curative, LLC, et al.*
26 (21STCV20778) (\$1,450,000.00); *Almonte et al. v. Yosemite Meat Company, Inc., et al.* (STK-
27 CV-UOE-2021-0000860) (\$850,000.00); *Mendoza et al. v. Masonite Corporation* (5:21-cv-
28 00025-SSS-KK) (\$635,000.00); *Butts v. Golden West Packaging Group, LLC, et al.* (34-2021-

00311468-CU-OE-GDS) (\$450,000.00 for 183 aggrieved employees); Hernandez v. Superior Electrical Advertising, Inc. (20STCV48834) (\$395,000.00 for 235 class members); Lal v. Summit Psychotherapy Associates, APC (34-2021-00309339-CU-OE-GDS) (\$140,000.00 for 52 class members); Lopez v. Bauer’s Intelligent Transportation, Inc. (CGC-21-589567) (\$115,000.00 for 353 aggrieved employees)

30. A true and correct copy of Ms. Oh’s detailed billing records kept in the regular course of business on our practice management software is attached hereto as Exhibit E.

ATTORNEYS’ FEES AND COSTS

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

Attorney	Hours	Rate	Lodestar
Kane Moon	16.7	\$800-\$900	\$13,705.00 (See Exhibit A)
Seung Yang	10.0	\$750	\$7,500.00 (See footnote 1 above)
Allen Feghali	40.8	\$500-\$850	\$26,095.00 (See Exhibit B)
Brett Gunther	11.9	\$450-475	\$5,527.00 (See Exhibit C)
Edwin Kamarzarian	3.5	\$550-600	\$2,040.00 (See Exhibit D)
Julie Oh	10.01	\$175-\$325	\$1,931.31 (See Exhibit E)
Total:	92.91		\$56,798.31

32. There are additional hours devoted by me (and my office) to this litigation that are not reflected in my office’s request for attorney’s fees.

33. The lodestar method requires the Court to determine a “touchstone” or lodestar figure based on a compilation of time spent and reasonable hourly compensation for each attorney.

1 *Graham v. DaimlerChrysler Corporation* (2004) 34 Cal.4th 553, 579. Generally, hours are
2 reasonable if they were “reasonably expended in pursuit of the ultimate result achieved in the same
3 manner that an attorney traditionally is compensated by a fee-paying client.” *Hensley v. Eckerhart*
4 (1983) 461 U.S. 424, 431. The Court “should defer to the winning lawyer’s professional judgment
5 as to how much time he was required to spend on the case.” *Moreno v. City of Sacramento* (9th
6 Cir. 2008) 534 F.3d 1106, 1112.

7 (a) Number of Hours Expended by My Office is Reasonable: As set forth in this
8 declaration my office expended a significant amount of time litigating the
9 case to achieve an excellent result on behalf of the Class. To date, my office
10 has spent approximately 92.91 hours litigating this case. In the event that
11 Court grants final settlement approval, my office will spend additional time
12 monitoring administration of the settlement after final approval. The number
13 of hours that my office devoted to this case is reasonable. See, e.g., *Ketchum*
14 *v. Moses* (2001) 24 Cal.4th 1122, 1133 (fee award should be “fully
15 compensatory [and] absent circumstances rendering the award unjust, an
16 attorney fee award should ordinarily include compensation for all the hours
17 reasonably spent.”); *Serrano III*, 20 Cal. 3d at 49 (counsel are entitled to
18 compensation for all hours reasonably expended); *Hensley*, 461 U.S. at 435-
19 36; *Caudle v. Bristow Optical Co.*, 224 F.3d 1014, 1028 (9th Cir. 2000);
20 *Cabrales v. County of Los Angeles*, 935 F.2d 1050, 1052-53 (9th Cir. 1991).
21 As discussed above, my office was required to expend considerable time and
22 resources to investigate, litigate, and successfully settle these claims for the
23 benefit of the Class.

24 (b) Class Counsels’ Hourly Rates are Reasonable: The established standard
25 when determining a reasonable hourly rate is the “rate prevailing in the
26 community for similar work performed by attorneys of comparable skill,
27 experience, and reputation.” *Camacho v. Bridgeport Fin., Inc.* (9th Cir.
28 2008) 523 F.3d 973, 979 (*quoting Barjon v. Dalton* (9th Cir. 1997) 132 F.3d

496,502). This rule applies even when, as here, the attorneys representing the named plaintiff performed the work on a contingent fee basis. See, e.g., *Robertson v. Fleetwood Travel Trailers* (2006) 144 Cal.AppAth 78 5, 818; *Blanchard v. Bergeron* (1989) 489 U.S. 87, 96. These hourly rates are reasonable in light of the significant experience, expertise, and skill my firm brought to this action. Rates are reasonable if they are “within the range of reasonable rates charged by and judicially awarded comparable attorneys for comparable work.” *Children's Hosp. and Med. Ctr. v. Bonta* (2002) 97 Cal.App.4th 740, 783. The trial court may “find hourly rates reasonable based on evidence of other courts approving similar rates.” *Parkinson v. Hyundai Motor America* (C.D. Cal. 2010) 796 F.Supp.2d 1160, 1172. The attorneys at Moon Law Group, PC are experienced litigators who specialize in employment law, with a substantial wage and hour class action practice. These rates are not opposed or challenged, and have been approved by other courts.

(c) Application of Positive Multiplier is Warranted: Once this lodestar figure has been determined, the Court may take into account other “enhancement” factors to adjust the lodestar award. As the California Supreme Court has held, contingency fees should be higher than fees for the same legal services paid concurrently with the provision of the services. *Ketchum*, 24 Cal.4th at 1132-33; see also *Fischel v. Equitable Life Assurance Soc'y of the United States*, 307 F.3d 997,1008 (9th Cir. 2002). “A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases.” *Ketchum*, 24 Cal.4th at 1133. Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. *Id.* A risk enhancement is “earned compensation; unlike

1 a windfall, it is neither unexpected nor fortuitous. Rather it is intended to
2 approximate market-level compensation for such services which typically
3 pay a premium for the risk of nonpayment or delay in payment of attorney's
4 fees.” *Id.* at 1138. Multipliers normally range from two to four or higher.
5 *Wershba*, 91 Cal.App.4th at 255; see also *Vizcaino*, 290 F.3d at 1051 n.6
6 (“most” common fund cases apply a multiplier of 1.0-4.0); *Been v. O.K.*
7 *Industries, Inc.*, 2011 WL 4478766, * 11 (E.D. Okla. 201 1) (citing a study
8 “reporting [an] average multiplier of 3.89 in survey of 1,120 class action
9 cases” and finding that a multiplier of 2.43 would be “per se reasonable”).
10 Factors considered in determining whether a lodestar multiplier is
11 appropriate generally include: (1) the risks presented by the contingent
12 nature of the case; (2) the novelty and difficulty of the questions involved
13 and the skill requisite to perform the legal service properly; (3) the nature of
14 the opposition; (4) the preclusion of other employment by the attorney due
15 to acceptance of the case; and (5) the result obtained and the importance of
16 the lawsuit to the public. *Serrano III*, 20 Cal. 3d at 48-49. All of these factors
17 favor approval of a multiplier along the lines of those approved in the cases
18 above. To date, my office has incurred \$56,798.31 in attorneys' fees and
19 advanced \$11,606.50 in litigation costs and expenses. A true and correct
20 copy of our detailed costs kept in the regular course of business on our
21 practice management software is attached hereto as **Exhibit F**. Based on the
22 fee sharing agreement entered into by the Parties, Moon Law Group is
23 entitled to 50% of the attorney’s fees awarded in this action (50% of
24 \$141,666.67 is \$70,833.33). Given risks inherent in this action, the time and
25 resources spent hereto, a modest 1.24 multiplier is warranted.

- 26 i. *Risks Presented by Contingent Nature of Case*: The major
27 consideration in determining the necessity of a multiplier is the
28 contingent nature of the award. *Ketchum*, 24 Ca1.4th at 1132-33; see

1 also *Fischel*, at 1008. In determining what multiplier to award the
2 probability of success must be assessed ex ante, that is as viewed
3 from the outset of the case. See e.g., *Harman v. Lyphomed. Inc.*, 945
4 F.2d 969, 976 (7th Cir. 1991). Further, the possibility of no recovery
5 is only one of the uncertainties involved in taking on such a case.
6 Other uncertainties are the amount that will be recovered, uncertainty
7 as to the cost, both in effort and expenses, and uncertainty about how
8 much time will pass before the recovery is obtained. See e.g.
9 *Ketchum*, 24 Ca1.4th at 1132-1133, 1138. My office's outlay of time
10 and money in this case has been significant. In all, my office has
11 spent approximately 92.91 hours investigating, analyzing,
12 researching, litigating, and negotiating a favorable resolution of this
13 case, and have incurred \$11,606.05 in necessary litigation expenses.
14 Unsettled legal issues also presented risks to the claims in this case.
15 My office bore the substantial risk of an uncertain outcome in
16 agreeing to prosecute this class action case on a contingency fee
17 basis, as well as the difficulties and delay inherent in such litigation.
18 There was the prospect of the enormous cost inherent in class action
19 litigation, as well as extensive negotiations with corporate defendants
20 who vigorously opposed Plaintiff's claims and resisted settlement
21 from the outset. My office risked significant time and expense to
22 ensure the successful settlement. As detailed above, the risks
23 presented in this case were significant, and Defendant's defenses
24 posed serious risks to the success of this matter on the merits. These
25 risks illustrate the recognition by the California Supreme Court in
26 *Ketchum* that, if multipliers are not awarded to class counsel in the
27 cases that are successfully settled, counsel's fees are essentially being
28

1 cut because the lodestar in and of itself would not account for
2 contingent risk.

3 ii. *Difficulty of the questions involved and the skill required:* My office
4 is comprised of skilled attorneys who have had success in wage-and-
5 hour class actions. This case required experienced and competent
6 lawyers and expertise in the issues presented herein. To obtain such
7 an attorney on the free market, a client must pay the market rate.
8 While most class actions are complex and involve some risk, my
9 office had to overcome several major obstacles in prosecuting this
10 case. Defendant's contentions underscore the risk of prevailing at
11 class certification and trial, and any of these obstacles could have
12 prevented recovery completely.

13 iii. *Vigorous opposition by Defendant:* Counsel who skillfully overcome
14 difficult issues or uncompromising opposition in the litigation are
15 entitled to a fee enhancement. *Serrano III*, 20 Cal.3d at 49. Here,
16 before eventually agreeing to the settlement, Defendant asserted a
17 vigorous defense. The settlement effort was protracted, with
18 extended discussions and instances in which it appeared the parties
19 would not reach a settlement. Further, proceeding to trial would have
20 added years to the resolution of this case because of the difficult legal
21 and factual issues raised and the likelihood of appeals. Indeed, even
22 if Plaintiff prevailed at class certification and trial, Defendant is able
23 to mount a credible appeal, particularly on the issue of the scope of
24 the releases made by employees who settled their claims after this
25 case was filed.

26 iv. *The extent to which litigation precluded other employment would*
27 *justify an enhancement:* There are only so many cases that my office
28 can take at any one time. Consequently, there were other meritorious

1 cases presented to my office that would have generated substantial
2 fees, but were declined, during the pendency of this action in order
3 to devote the attention necessary to achieve favorable results.

4 v. *The result obtained would justify an enhancement:* The results
5 obtained in litigation can properly be used to enhance a lodestar
6 calculation where an exceptional effort produced excellent results.
7 *Graham*, 34 Cal.4th at 582. Here, the final settlement fund figure of
8 \$425,000.00 represents approximately 66% of the maximum
9 potential liability of claims. Considered against the size of the class,
10 the risks of continued litigation, and the importance of the
11 employment rights and a speedy recovery, the relief provided under
12 the Settlement represents a very strong result for the Class.

13 34. Additional time will be spent by my office to obtain final approval of the settlement
14 and requested awards including monitoring the settlement, responding to class member inquiries,
15 and overseeing administration of the settlement and distribution of the fund. I estimate that my
16 office will commit no less than 10 hours to those tasks and have not included those hours above.
17 Given my firm's time spent on this case and the positive reaction by the class, the requested fee
18 award is reasonable and fair.

19 35. As of the drafting of this motion, my office has incurred \$11,606.50 in expenses
20 litigating this action. These expenses were reasonably necessary to the litigation and were actually
21 incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in
22 the Settlement Agreement.

23 36. Including myself, Moon Law Group, PC includes twenty-six attorneys, all of whom
24 are actively and continuously practicing in employment litigation, exclusively representing
25 employee plaintiffs, in both individual and class actions, in this Superior Court, and other Superior
26 Courts throughout the State, in the Court of Appeal, and in various federal courts.

27 37. My office is qualified to handle this litigation because we are experienced in
28 litigating Labor Code violations in both individual and class actions. I have been appointed as lead

1 or co-lead counsel in numerous wage and hour class actions in State and federal courts, resulting
2 in millions of dollars in class action judgments or settlements.

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

10 39. In the high-risk, high-cost practice of class action litigation, Moon Law Group, PC
11 has endured financial losses in several of its cases. I believe that the particular risk of taking on
12 this high-cost, high-risk case supports an upward adjustment of the lodestar calculation.

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

23 41. I am informed and believe that the efforts of my office have resulted in substantial
24 benefits to the settlement class, in the form of a substantial settlement fund established to
25 compensate settlement class members for the wage and hour violations noted above. Through
26 the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has been
27 reached. I am informed and believe that, without the efforts of my office, the Labor Code and
28 Wage Order violations alleged in the Complaint would have gone completely unremedied. The

1 attorneys' fees award provided for in the settlement is therefore reasonable given the result
2 achieved. I do not believe that I or any other attorneys of Moon Law Group, PC have any
3 conflicts of interest with the Class, with the proposed Class Representative, or with the proposed
4 Settlement Administrator. I am not related to the proposed Class Representative. I respectfully
5 submit that I and Moon Law Group, PC are competent and well suited to act as Class Counsel in
6 this action, and we have and will continue to vigorously represent the interests of the Class.

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

9 Executed on June 13, 2024, at Los Angeles, California.

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12 _____
13 Kane Moon
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EXHIBIT A

Activities Export

06/13/2024

5:29 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/04/2022	 	KM: Confer with AF re case status Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	0.60h	\$800.00	-	\$480.00
03/11/2022	 	KM: Confer with AF re case status Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	0.90h	\$800.00	-	\$720.00
03/14/2022	 	KM: confer with JO re: consolidating cases Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	0.40h	\$800.00	-	\$320.00
03/15/2022	 	KM: confer with BG and JO re: case Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	0.10h	\$800.00	-	\$80.00
08/12/2022	 	KM: Call with all counsel Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	0.10h	\$800.00	-	\$80.00
09/21/2022	 	KM: Confer with AF re case status Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	0.40h	\$800.00	-	\$320.00
09/22/2022	 	KM: Confer with AF re mediation Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	0.40h	\$800.00	-	\$320.00
10/05/2022	 	KM: Confer with AF re case status Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	0.40h	\$800.00	-	\$320.00
10/06/2022	 	KM: Confer with AF re mediation brief Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	0.70h	\$800.00	-	\$560.00
					16.70h		\$0.00 0.00h	\$13,705.00 16.70h

Activities Export

06/13/2024

5:29 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/12/2022	 Unbilled	KM: Prepare for and participate in mediation	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	8.50h	\$800.00	-	\$6,800.00
01/03/2023	 Unbilled	KM: Confer with AF re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	0.40h	\$850.00	-	\$340.00
02/10/2023	 Unbilled	KM: Confer with AF re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	0.30h	\$850.00	-	\$255.00
03/13/2023	 Unbilled	KM: Confer with AF re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	0.40h	\$850.00	-	\$340.00
05/24/2023	 Unbilled	KM: Confer with AF re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	0.20h	\$850.00	-	\$170.00
10/10/2023	 Unbilled	KM: Confer with EK re MPA	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	0.20h	\$850.00	-	\$170.00
02/20/2024	 Unbilled	KM: Review tentative and confer with EK	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	0.20h	\$900.00	-	\$180.00
06/12/2024	 Unbilled	KM: Draft dec re MFA	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Kane Moon	2.50h	\$900.00	-	\$2,250.00
					16.70h		\$0.00 0.00h	\$13,705.00 16.70h

EXHIBIT B

Activities Export

06/13/2024

5:34 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/04/2022	 	AF: Confer with KM re case status Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.60h	\$500.00	-	\$300.00
03/04/2022	 	AF: Email OPC re mediation Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.20h	\$500.00	-	\$100.00
03/07/2022	 	AF: Confer with JO re case status Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.40h	\$500.00	-	\$200.00
03/11/2022	 	AF: Confer with JO re case status Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.40h	\$500.00	-	\$200.00
03/11/2022	 	AF: Review/revise co-counsel's proposed stipulation Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.30h	\$500.00	-	\$150.00
03/11/2022	 	AF: Confer with co-counsel Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.20h	\$500.00	-	\$100.00
03/11/2022	 	AF: Confer with KM re case status Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.90h	\$500.00	-	\$450.00
03/11/2022	 	AF: Confer with JO re consolidated complaint Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.40h	\$500.00	-	\$200.00
03/14/2022	 	AF: Review/revise consolidated complaint Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.80h	\$500.00	-	\$400.00
					40.80h		\$0.00 0.00h	\$26,095.00 40.80h

Activities Export

06/13/2024

5:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/14/2022	 	AF: Confer with co-counsel Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.30h	\$500.00	-	\$150.00
03/14/2022	 	AF: Confer with JO/KM re case status Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.40h	\$500.00	-	\$200.00
03/18/2022	 	AF: Confer with co-counsel Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.30h	\$600.00	-	\$180.00
03/23/2022	 	AF: Exchange emails with all counsel Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.20h	\$600.00	-	\$120.00
03/23/2022	 	AF: Confer with co-counsel Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.30h	\$600.00	-	\$180.00
03/25/2022	 	AF: Confer with JO re FAC Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.30h	\$600.00	-	\$180.00
03/28/2022	 	AF: Review and respond to emails from co-counsel Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.20h	\$600.00	-	\$120.00
03/28/2022	 	AF: Confer with JO re amended complaint Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.30h	\$600.00	-	\$180.00
03/30/2022	 	AF: Review court order Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.10h	\$600.00	-	\$60.00
					40.80h		\$0.00 0.00h	\$26,095.00 40.80h

Activities Export

06/13/2024

5:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/09/2022	 Unbilled	AF: Confer with BG re case status including review of report	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.40h	\$600.00	-	\$240.00
08/08/2022	 Unbilled	AF: Review and respond to OPC's email	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.20h	\$600.00	-	\$120.00
08/09/2022	 Unbilled	AF: Confer with JO re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.30h	\$600.00	-	\$180.00
08/12/2022	 Unbilled	AF: Prepare for call with OPC	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.30h	\$600.00	-	\$180.00
08/12/2022	 Unbilled	AF: Call with all counsel	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.10h	\$600.00	-	\$60.00
08/12/2022	 Unbilled	AF: Confer with co-counsel	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.20h	\$600.00	-	\$120.00
08/12/2022	 Unbilled	AF: Confer with JO re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.40h	\$600.00	-	\$240.00
08/12/2022	 Unbilled	AF: Confer with SY re invoice	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.10h	\$600.00	-	\$60.00
09/06/2022	 Unbilled	AF: Confer with JO re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.40h	\$600.00	-	\$240.00
					40.80h		\$0.00 0.00h	\$26,095.00 40.80h

Activities Export

06/13/2024

5:34 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/06/2022	 	AF: Confer with expert Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.20h	\$600.00	-	\$120.00
09/06/2022	 	AF: Review mediation data Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	1.90h	\$600.00	-	\$1,140.00
09/06/2022	 	AF: Confer with Expert Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.40h	\$600.00	-	\$240.00
09/21/2022	 	AF: Confer with co-counsel Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
09/21/2022	 	AF: Confer with KM re case status Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.40h	\$675.00	-	\$270.00
09/22/2022	 	AF: Confer with co-counsel Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
09/22/2022	 	AF: Confer with KM re mediation Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.40h	\$675.00	-	\$270.00
10/03/2022	 	AF: Confer with co-counsel Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.40h	\$675.00	-	\$270.00
10/05/2022	 	AF: Confer with expert Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.30h	\$675.00	-	\$202.50
					40.80h		\$0.00 0.00h	\$26,095.00 40.80h

Activities Export

06/13/2024

5:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/05/2022	 	AF: Confer with co-counsel Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
10/05/2022	 	AF: Confer with KM re case status Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.40h	\$675.00	-	\$270.00
10/06/2022	 	AF: Confer with KM re mediation brief Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.70h	\$675.00	-	\$472.50
10/06/2022	 	AF: Draft mediation brief Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	6.70h	\$675.00	-	\$4,522.50
10/06/2022	 	AF: Confer with co-counsel Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.40h	\$675.00	-	\$270.00
10/06/2022	 	AF: Review OPC's email Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.10h	\$675.00	-	\$67.50
10/06/2022	 	AF: Draft MOU Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
10/06/2022	 	AF: Review and respond to OPC's email Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
10/12/2022	 	AF: Prepare for and participate in mediation Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	6.10h	\$675.00	-	\$4,117.50
					40.80h		\$0.00 0.00h	\$26,095.00 40.80h

Activities Export

06/13/2024

5:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/12/2022	 Unbilled	AF: Confer with mediator's office	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.10h	\$675.00	-	\$67.50
10/12/2022	 Unbilled	AF: Confer with BG re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
10/19/2022	 Unbilled	AF: Review and respond to OPC's email	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.20h	\$600.00	-	\$120.00
10/19/2022	 Unbilled	AF: Review proposed joint statement	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.10h	\$600.00	-	\$60.00
12/07/2022	 Unbilled	AF: Review status and update case notes	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.20h	\$600.00	-	\$120.00
01/03/2023	 Unbilled	AF: Confer with co-counsel	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
01/03/2023	 Unbilled	AF: Confer with KM re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.40h	\$675.00	-	\$270.00
01/04/2023	 Unbilled	AF: Review and respond to OPC's email	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
01/04/2023	 Unbilled	AF: Confer with BG re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.30h	\$675.00	-	\$202.50
					40.80h		\$0.00	\$26,095.00
							0.00h	40.80h

Activities Export

06/13/2024

5:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/05/2023	 	AF: Review case status and update notes ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.30h	\$675.00	-	\$202.50
01/06/2023	 	AF: Confer with co-counsel ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.30h	\$675.00	-	\$202.50
01/06/2023	 	AF: Review proposed order and stipulation ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.30h	\$675.00	-	\$202.50
01/10/2023	 	AF: Review and respond to OPC's email ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
02/02/2023	 	AF: Update case notes ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.10h	\$675.00	-	\$67.50
02/02/2023	 	AF: Confer with BG re MPA ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.30h	\$675.00	-	\$202.50
02/10/2023	 	AF: Confer with KM re case status ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.30h	\$675.00	-	\$202.50
02/10/2023	 	AF: Review case status and update case notes ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
02/16/2023	 	AF: Confer with co-counsel ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
					40.80h		\$0.00 0.00h	\$26,095.00 40.80h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/16/2023	 Unbilled	AF: Review proposed revised notice	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.30h	\$675.00	-	\$202.50
03/09/2023	 Unbilled	AF: Review and respond to OPC's email	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
03/10/2023	 Unbilled	AF: Confer with BG re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.40h	\$675.00	-	\$270.00
03/10/2023	 Unbilled	AF: Review stipulation	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
03/10/2023	 Unbilled	AF: Confer with co-counsel	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
03/13/2023	 Unbilled	AF: Confer with KM re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.40h	\$675.00	-	\$270.00
04/07/2023	 Unbilled	AF: Review plaintiff's dec and confer with BG re same	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.30h	\$675.00	-	\$202.50
04/10/2023	 Unbilled	AF: Confer with BG re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.30h	\$675.00	-	\$202.50
04/10/2023	 Unbilled	AF: Draft declaration re MPA	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	1.10h	\$675.00	-	\$742.50
					40.80h		\$0.00 0.00h	\$26,095.00 40.80h

Activities Export

06/13/2024

5:34 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/13/2023	 Unbilled	AF: Confer with BG re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.30h	\$675.00	-	\$202.50
04/13/2023	 Unbilled	AF: Review case status and update notes	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.10h	\$675.00	-	\$67.50
05/12/2023	 Unbilled	AF: Confer with BG re MPA	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.40h	\$675.00	-	\$270.00
05/24/2023	 Unbilled	AF: Confer with KM re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.20h	\$600.00	-	\$120.00
05/24/2023	 Unbilled	AF: Review notice of entry of order	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.10h	\$600.00	-	\$60.00
05/24/2023	 Unbilled	AF: Confer with LT re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.20h	\$600.00	-	\$120.00
06/15/2023	 Unbilled	AF: Confer with BG re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.40h	\$600.00	-	\$240.00
06/19/2023	 Unbilled	AF: Confer with BG re case status	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Allen Feghali	0.30h	\$600.00	-	\$180.00
10/06/2023	 Unbilled	AF: Confer with co-counsel	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.10h	\$675.00	-	\$67.50
					40.80h		\$0.00	\$26,095.00
							0.00h	40.80h

Activities Export

06/13/2024

5:34 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/06/2023	 	AF: Review proposed statement Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
02/08/2024	 	AF: Review proposed joint report Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.10h	\$675.00	-	\$67.50
02/08/2024	 	AF: Confer with JO re case status Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.30h	\$675.00	-	\$202.50
02/08/2024	 	AF: Confer with co-counsel Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.10h	\$675.00	-	\$67.50
02/13/2024	 	AF: Confer with EK re case status Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
02/20/2024	 	AF: Review tentative and confer with EK re same Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.30h	\$675.00	-	\$202.50
02/20/2024	 	AF: Update case notes Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.10h	\$675.00	-	\$67.50
03/06/2024	 	AF: Confer with admin including review of timeline Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
03/20/2024	 	AF: Confer with EK re mailing documents Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
					40.80h		\$0.00 0.00h	\$26,095.00 40.80h

Activities Export

06/13/2024

5:34 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/20/2024	 	AF: Confer with admin including review/approval of formatted mailing documents ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.30h	\$675.00	-	\$202.50
03/22/2024	 	AF: Confer with client through NA ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
04/19/2024	 	AF: Confer with admin including review of report ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
04/26/2024	 	AF: Confer with admin including review of report ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$675.00	-	\$135.00
05/14/2024	 	AF: Review proposed stip and respond to OPC's email re same ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	0.20h	\$850.00	-	\$170.00
					40.80h		\$0.00 0.00h	\$26,095.00 40.80h

EXHIBIT C

Activities Export

06/13/2024

5:37 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/06/2021	 	BG: review complaint and PAGA letter; update case list ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.20h	\$450.00	-	\$90.00
07/08/2021	 	BG: review notice of case assignment and CMC; calendar ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$450.00	-	\$45.00
08/23/2021	 	BG: review Defendant's Answer to Complaint ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.20h	\$450.00	-	\$90.00
09/21/2021	 	BG: draft FAC adding PAGA ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	1.40h	\$450.00	-	\$630.00
09/22/2021	 	BG: draft FAC to add PAGA claim ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.90h	\$450.00	-	\$405.00
10/26/2021	 	BG: review Defendant's Answer ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.20h	\$450.00	-	\$90.00
11/04/2021	 	BG: review Defendant's CMC statement; confer with JO ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.20h	\$450.00	-	\$90.00
11/04/2021	 	BG: review, finalize, and sign CMC statement for Plaintiff ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$450.00	-	\$45.00
11/18/2021	 	BG: review minute order continuing CMC; calendar new dates ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$450.00	-	\$45.00
					11.90h		\$0.00 0.00h	\$5,527.50 11.90h

Activities Export

06/13/2024

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Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/07/2021		BG: send email to OC re: request to schedule call re: mediation  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$450.00	-	\$45.00
12/07/2021		BG: read and respond to responsive email from OC re: scheduling call to discuss mediation  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$450.00	-	\$45.00
12/08/2021		BG: read and respond to email from OC re: confirming phone call re: case  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$450.00	-	\$45.00
01/28/2022		BG: send follow-up email to OC re: mediators and discovery  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$450.00	-	\$45.00
01/28/2022		BG: review responsive email from OC re: Mediator Ortman  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$450.00	-	\$45.00
01/28/2022		BG: review Ortman's availability for mediation; send email to OC with soonest availability  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$450.00	-	\$45.00
02/01/2022		BG: exchange emails with mediator case manager re: scheduling mediation 10/12/22  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.20h	\$450.00	-	\$90.00
03/07/2022		BG: review follow-up email from OC re: related case and venue	01318-Lucas Lucas v. SW Ingredients	Support Account	0.10h	\$450.00	-	\$45.00
					11.90h		\$0.00 0.00h	\$5,527.50 11.90h

Activities Export

06/13/2024

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Holdings LLC (CJ)					
03/14/2022	🕒	BG: review email from AF re: consolidated complaint ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$450.00	-	\$45.00
03/15/2022	🕒	BG: confer with KM and JO re: case ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$450.00	-	\$45.00
03/21/2022	🕒	BG: review email from OC with redlines to proposed consolidated complaint ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$450.00	-	\$45.00
03/30/2022	🕒	BG: review notice of case assignment and CMC; calendar CMC date ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$450.00	-	\$45.00
04/05/2022	🕒	BG: review conformed stip and order re; filing of consolidated complaint ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$450.00	-	\$45.00
04/05/2022	🕒	BG: read and respond to email from co-counsel re: mediation confirmation information ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$450.00	-	\$45.00
04/07/2022	🕒	BG: read and respond to email from co-counsel re: briefing schedule for mediation ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$450.00	-	\$45.00
					11.90h		\$0.00	\$5,527.50
							0.00h	11.90h

Activities Export

06/13/2024

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/09/2022		BG: review email from OC re: joint status conference report  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$475.00	-	\$47.50
06/09/2022		BG: review draft of joint status conference report; redline and add edits; send to OC  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.20h	\$475.00	-	\$95.00
06/10/2022		BG: send email to co-counsel re: signature on joint status conference report  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$475.00	-	\$47.50
06/21/2022		BG: review minute order re: continued CMC  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$475.00	-	\$47.50
09/06/2022		BG: review emails re: data and damages analysis from AF  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$475.00	-	\$47.50
09/20/2022		BG: exchange emails with co-counsel re: mediation  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.20h	\$475.00	-	\$95.00
11/28/2022		BG: review and revise draft longform settlement agreement  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	1.80h	\$475.00	-	\$855.00
11/29/2022		BG: revise and finalize first draft of long form settlement; send to co-counsel for review  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	3.20h	\$475.00	-	\$1,520.00
					11.90h		\$0.00 0.00h	\$5,527.50 11.90h

Activities Export

06/13/2024

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Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/29/2022		BG: exchange emails with ILYM re: admin quote for settlement  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$475.00	-	\$47.50
12/06/2022		BG: draft proposed class notice; send to co-counsel for review  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.30h	\$475.00	-	\$142.50
12/06/2022		BG: send draft long form settlement agreement to OC for review  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$475.00	-	\$47.50
01/03/2023		BG: review edits to class notice from Defendant  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$475.00	-	\$47.50
01/05/2023		BG: call with client re: settlement agreement  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.30h	\$475.00	-	\$142.50
01/06/2023		BG: review and exchange emails re: stip to continue CMC; review draft stip  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.20h	\$475.00	-	\$95.00
					11.90h		\$0.00 0.00h	\$5,527.50 11.90h

EXHIBIT D

Activities Export

06/13/2024

5:42 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/08/2023	 	EK: Confer with BG re case Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Edwin Kamarzarian	0.50h	\$550.00	-	\$275.00
10/10/2023	 	EK: review renewed MPA, discuss with KM Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Edwin Kamarzarian	0.70h	\$550.00	-	\$385.00
02/07/2024	 	EK: review jt statement and edits Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Edwin Kamarzarian	0.10h	\$600.00	-	\$60.00
02/12/2024	 	EK: review case for MPA and email opc Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Edwin Kamarzarian	0.50h	\$600.00	-	\$300.00
02/13/2024	 	EK: Confer with AF re case status Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Edwin Kamarzarian	0.20h	\$600.00	-	\$120.00
02/20/2024	 	EK: Review tentative and confer with AF Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Edwin Kamarzarian	0.30h	\$600.00	-	\$180.00
02/20/2024	 	EK: Review tentative and confer with KM Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Edwin Kamarzarian	0.20h	\$600.00	-	\$120.00
03/20/2024	 	EK: Confer with AF re mailing documents Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Edwin Kamarzarian	0.20h	\$600.00	-	\$120.00
03/26/2024	 	EK: confer with P re correct address Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Edwin Kamarzarian	0.20h	\$600.00	-	\$120.00
					3.50h		\$0.00 0.00h	\$2,040.00 3.50h

Activities Export

06/13/2024
5:42 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/06/2024	  Unbilled	EK: confer with co-c and AF re MFA	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Edwin Kamarzarian	0.20h	\$600.00	-	\$120.00
06/10/2024	  Unbilled	EK: confer with P re dec re MFA	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Edwin Kamarzarian	0.20h	\$600.00	-	\$120.00
06/11/2024	  Unbilled	EK: confer with P re dec re MFA	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Edwin Kamarzarian	0.10h	\$600.00	-	\$60.00
06/13/2024	  Unbilled	EK: confer with P re dec re MFA	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Edwin Kamarzarian	0.10h	\$600.00	-	\$60.00
					3.50h		\$0.00 0.00h	\$2,040.00 3.50h

EXHIBIT E

Activities Export

06/13/2024

5:44 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/04/2021	 	JO: prepare CMC statement Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.60h	\$175.00	-	\$105.00
11/04/2021	 	JO: confer with BG re: CMC statement Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$175.00	-	\$17.50
12/08/2021	 	JO: prepare plaintiff's discovery requests Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.70h	\$175.00	-	\$122.50
03/07/2022	 	JO: confer with BG re: case Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$175.00	-	\$17.50
03/07/2022	 	JO: confer with AF re: case and communicating with OC Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$175.00	-	\$17.50
03/11/2022	 	JO: confer with AF re: consolidated complaint Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$175.00	-	\$17.50
03/11/2022	 	JO: prepare consolidated complaint Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	2.01h	\$175.00	-	\$351.31
03/11/2022	 	JO: continue working on consolidated complaint Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	2.50h	\$175.00	-	\$437.50
03/14/2022	 	JO: work on consolidated complaint Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	1.30h	\$175.00	-	\$227.50
					10.01h		\$0.00 0.00h	\$1,931.31 10.01h

Activities Export

06/13/2024

5:44 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/14/2022		JO: review and finalize consolidated complaint  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.60h	\$175.00	-	\$105.00
03/14/2022		JO: confer with KM re: consolidating cases  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.40h	\$175.00	-	\$70.00
03/23/2022		JO: confer with AF re stipulation  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$175.00	-	\$17.50
03/25/2022		JO: check court docket for order re: consolidated complaint, email OC re: signing the consolidated complaint  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.20h	\$175.00	-	\$35.00
07/06/2022		JO: follow up with OC re: mediation wish list  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.20h	\$325.00	-	\$65.00
08/08/2022		JO: send follow-up email to OC re: status of informal discovery  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.10h	\$325.00	-	\$32.50
08/12/2022		JO: sit in AF's call with OC  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.20h	\$325.00	-	\$65.00
08/12/2022		JO: confer with AF re: case and mediation data  Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	0.20h	\$325.00	-	\$65.00
09/07/2022		JO: reviewing data produced by	01318-Lucas	Support	0.50h	\$325.00	-	\$162.50
					10.01h		\$0.00 0.00h	\$1,931.31 10.01h

Activities Export

06/13/2024
5:44 PM

Date	▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			defendant	Lucas v. SW Ingredients	Account				
			● Unbilled	Holdings LLC (CJ)					
						10.01h		\$0.00	\$1,931.31
								0.00h	10.01h

EXHIBIT F

Activities Export

06/13/2024

6:01 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/07/2021	\$	Complaint fee ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Seung Yang	1.00	\$1,492.31	-	\$1,492.31
07/07/2021	\$	Admin fee ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Seung Yang	1.00	\$750.00	-	\$750.00
07/14/2021	\$	LWDA ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Seung Yang	1.00	\$75.00	-	\$75.00
07/16/2021	\$	Ace ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Seung Yang	1.00	\$410.25	-	\$410.25
07/31/2021	\$	Ace ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Seung Yang	1.00	\$41.75	-	\$41.75
09/20/2021	\$	One Legal ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Seung Yang	1.00	\$14.82	-	\$14.82
09/20/2021	\$	One Legal ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Seung Yang	1.00	\$42.56	-	\$42.56
11/08/2021	\$	One Legal ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Seung Yang	1.00	\$14.82	-	\$14.82
11/08/2021	\$	Courtcall ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Seung Yang	1.00	\$94.00	-	\$94.00
							\$0.00 0.00h	\$11,606.05 0.00h

Activities Export

06/13/2024

6:01 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/18/2022	\$	One Legal ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Seung Yang	1.00	\$15.19	-	\$15.19
03/18/2022	\$	One Legal ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Seung Yang	1.00	\$43.24	-	\$43.24
03/18/2022	\$	One Legal ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Seung Yang	1.00	\$37.32	-	\$37.32
04/04/2022	\$	One Legal ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Seung Yang	1.00	\$49.14	-	\$49.14
08/12/2022	\$	Mediation fee (p) ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Seung Yang	1.00	\$6,500.00	-	\$6,500.00
10/25/2022	\$	Berger Consulting ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Seung Yang	1.00	\$1,950.00	-	\$1,950.00
05/10/2023	\$	Lucas v. SW Ingredients Holdings LLC ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Support Account	1.00	\$15.70	-	\$15.70
10/17/2023	\$	One Legal ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	1.00	\$15.04	-	\$15.04
10/17/2023	\$	One Legal ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	1.00	\$15.04	-	\$15.04
							\$0.00 0.00h	\$11,606.05 0.00h

Activities Export

06/13/2024
6:01 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/13/2024	\$	One Legal ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	1.00	\$16.79	-	\$16.79
02/22/2024	\$	One Legal ● Unbilled	01318-Lucas Lucas v. SW Ingredients Holdings LLC (CJ)	Andrea Marin	1.00	\$13.08	-	\$13.08
							\$0.00 0.00h	\$11,606.05 0.00h