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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

JAIME VERA et. al, and on behalf of all others
similarly situated,

Plaintiff,

vs.

GENERAL COATINGS CORPORATION, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: CIVSB2119357

[Assigned for all purposes to Hon. Christian
Towns, Dept. S-26]

CLASS ACTION

**DECLARATION OF H. SCOTT LEVIANT
IN SUPPORT OF PLAINTIFF JIMENEZ'S
MOTION FOR FINAL APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 1, 2025
Time: 8:30 a.m.
Courtroom: Dept. S-26
Judge: Hon. Christian Towns

Action Filed: July 6, 2021
Trial Date: September 8, 2025

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DECLARATION OF H. SCOTT LEVIANT

I, H. Scott Leviant, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the United States Supreme Court, the Eighth Circuit Court of Appeals, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Eastern, Northern and Southern Districts of California. I have never been subject to discipline by the State Bar of California. I am a fully qualified, adult resident of the State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth herein. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I am employed as a Senior Counsel at the law firm of Moon Law Group, PC (formerly Moon & Yang, APC). My business address is 725 S. Figueroa St., 31st Floor, Los Angeles, California 90017 (formerly 1055 W. 7th Street, Suite 1880, Los Angeles, California 90017) and my business telephone number is (213) 232-3128. I am counsel for Plaintiff DANIEL JIMENEZ, and I am proposed counsel for the Settlement Class.

3. This Declaration is submitted in support of Plaintiff Jimenez's Motion for Preliminary Approval of Class and Representative Action Settlement.

BACKGROUND

4. On July 6, 2021, Jaime Vera commenced this Action by filing a Complaint alleging causes of action against Defendant for: failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and provide rest breaks, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, failure to indemnify for necessary business expenses, and Unfair Business Practices.

5. Jaime Vera sent a letter to the Labor and Workforce Development Agency ("LWDA"), pursuant to California Labor Code § 2699.3, providing notice of his intent to seek civil penalties under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* On December 6, 2023, an amended letter was sent to the LWDA by Jaime Vera and Plaintiff ("PAGA Letter"). The LWDA did

1 not indicate that it intended to investigate the alleged violations referenced in the letter, and the 65-day
2 time period permitted for the LWDA to provide such a notification expired. On September 8, 2021, Jaime
3 Vera filed a First Amended Complaint alleging an additional cause of action for violation of the Private
4 Attorneys General Act (“PAGA”). On March 18, 2024, Jaime Vera filed a Second Amended Class and
5 Representative Action Complaint, adding Daniel Jimenez as the lone, proposed class representative in
6 this matter. The Second Amended Class and Representative Action Complaint is the operative complaint
7 in the Action (the “Operative Complaint.”)

8 6. The Parties conducted informal and formal discovery and investigation of the facts and
9 law. Such investigation included, *inter alia*, the exchange of extensive data and discoverable information
10 in preparation for the mediation session. The Parties have analyzed time clock, pay and other data
11 pertaining to Plaintiff and the Class during the relevant Class Period, including but not limited to the
12 numbers of former and current members of the Class, average workweeks, and average rate of hourly
13 pay. Due to a sudden emergency within Defendant’s business, and subsequent transition of persons in
14 control, sampling was used for all employees from 2022 and 2023. This sampling was also provided to
15 control costs. We were confident that the data provided was an adequate sampling and would have little
16 to no impact on our ability to negotiate effectively, and provide confident assessments at mediation. In
17 addition, Defendant also provided other data pertaining to Plaintiff and the Class during the relevant
18 Class Period, including but not limited documents reflecting wage and hour policies and practices during
19 the Class Period and information regarding the total number of current and former employees in the
20 Class.

21 7. After reviewing documents regarding Defendant’s wage and hour policies and practices
22 and other information obtained during the exchange of discovery, Class Counsel were able to evaluate
23 the probability of class certification, success on the merits, and the reasonably obtainable maximum
24 monetary exposure for all claims. Class Counsel reviewed these records and prepared a damage analysis
25 prior to mediation. Class Counsel also investigated the applicable law regarding the claims and defenses
26 asserted in the litigation.

27 8. On December 6, 2023, the Parties participated in mediation with Steven Rottman, Esq.,
28 which ultimately led to a proposed settlement. The Parties discussed at length the burdens and risks of

continuing with the litigation as well as the merits of claims and defenses. After the mediation, and the eventual settlement, the Parties then signed a long form settlement agreement (the “Agreement”).

9. Plaintiff and Class Counsel are aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant’s defenses thereto. Plaintiff and Class Counsel have also taken into account Defendant’s agreement to enter into a Settlement that confers substantial relief upon the Class.

10. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate, and reasonable Settlement and is in the best interests of the Class. Solely for the purpose of settling this case, the parties agree that the requirements for establishing class action certification with respect to this class have been met and are met. If this Settlement is not approved by the Court for any reason, Defendant reserves its right to contest class certification. This Settlement, if approved, will result in the termination of the litigation through the entry of the Judgment and the release of all Released Claims for all Class Members, including all within the class definition who have not elected to exclude themselves from the Class.

SUMMARY OF THE SETTLEMENT TERMS

11. Key provisions of the proposed settlement include the following:

- (a) Defendant agrees not to oppose certification for purposes of Settlement (Settlement, ¶ 12.1);
- (b) Class: All persons employed by Defendant in California and classified as hourly, non-exempt employees who worked for Defendant during the Class Period. (the “Class Period” is the period from July 6, 2017 through March 31, 2024. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement. (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.34.)
- (c) Settlement Amount: Defendant will pay a maximum of **\$2,000,000.00**, referred to as the Gross Settlement Amount (or GSA herein), resulting in an estimated average **gross** benefit per Class Member of about **\$1,224.73**. (Settlement, ¶ 1.21;

3.1; Leviant Decl., ¶ 17.)

- (d) Funding of Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 180 days after the Effective Date. (Settlement, ¶ 4.3.)
- (e) Class Size: **1,633** individuals who worked 95,996 workweeks. (Gonzalez Decl., ¶ 10.)
- (f) PAGA Group Size: **1,633** aggrieved employees who worked 95,990 pay periods (pay periods are one week long for this employer) during the PAGA Period (Gonzalez Decl., ¶ 13);
- (g) PAGA Period: July 6, 2020 through March 31, 2024. (Settlement, ¶ 1.30);
- (h) Kullar/Munoz Analysis: Plaintiff addresses the claims analysis in the Motion, at Part V.B.3, and below, at Paragraph 18;
- (i) No Reversion: The Settlement is a *non-reversionary* settlement (Settlement, ¶ 3.1);
- (j) Certification: Plaintiff addresses certification requisites in the Motion, at Part V.A. Certification was addressed in greater detail in the Motion for Preliminary Approval;
- (k) No Claim Form: No claim form is required (Settlement., ¶ 3.1);
- (l) Class Release: The Settlement will release wage-and-hour claims for Participating Class Members (those Class Members who do not opt out of the Settlement) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint (Settlement, ¶ 5.2);
- (m) PAGA Release: Aggrieved Employees and the LWDA will release all PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the PAGA Notice, regardless of whether they opt out of the class portion of the Settlement (Settlement, ¶ 5.3);
- (n) Net Settlement Amount Available to the Class: After deducting Class Counsel's

attorneys' fees and costs, service payment to Plaintiff, administration costs, and the PAGA penalty, the remainder will be available for distribution to Class Members who do not opt out, with each Class Member receiving a share based on the number of Workweeks each Class Member worked for Defendant within the Class Period. Assuming the Court awards amounts that were preliminarily approved, the Net Settlement Amount is **\$1,090,320.36**, resulting in an average **net** payment per Class Member of **\$667.68**, before any tax withholdings. (Settlement, ¶ 1.27.)

(o) Tax Allocation: The amounts distributed to Class Members will be characterized as 10% alleged unpaid wages, 90% to interest and penalties, and PAGA Settlement payments to Aggrieved Employees will be allocated as 100% penalties. (Settlement, ¶¶ 3.2.4.1, 3.2.5.)

(p) Employer's Portion of Payroll Taxes Paid Separately: Defendant's portion of payroll taxes (e.g., FICA, FUTA, etc.) owed on any settlement payments to Class Members that constitute wages will be paid separate and apart from the GSA (Settlement, ¶ 3.1);

(q) Settlement Administrator: The notice portion of the Settlement will be administered by a third-party Administrator, Phoenix Class Action Administration Solutions, with the costs of administration at a flat rate of up to \$16,000.00. Phoenix's estimate for settlement administration services in the amount of **\$16,000.00** was selected as the lowest bid from a competitive bidding process, and is below the Parties' estimated cost of \$25,000.00. (Settlement, ¶ 3.2.3; Gonzalez Decl., ¶ 15.)

(r) Class Data for Administration: The Settlement Administrator received the Class Data within 15 calendar days of Preliminary Approval, used the National Change of Address ("NCOA") database to update the Class Data, and then used skip tracing on returned Notices (Settlement, ¶¶ 4.2; 1.10);

(s) Notice: The Notice issued within 14 days of receipt of the Class List (Settlement,

¶ 7.4.2). The Notice described how to dispute workweeks, submit an objection in writing, in person, or through an attorney, or request exclusion (Settlement, ¶¶ 7.5 – 7.7);

(t) Notice Language: Notice was issued in English and Spanish (Settlement, ¶ 1.11; 7.4.2);

(u) Objections: Objections can be submitted in person, by attorney, or in writing to the Administrator, with no pre-requisite to being heard (Settlement, ¶¶ 7.7.1 – 7.7.3);

(v) Exclusion Requests: The procedure for exclusion requests, mailing a request to the Settlement Administrator, is the same as the procedure for submitting a written objection (Settlement, ¶¶ 7.5.1 and 7.7.2);

(w) PAGA Allocation: From the GSA, **\$200,000.00** will be allocated to settle claims brought pursuant to the California Private Attorneys General Act, Labor Code § 2699 *et seq.* (“PAGA”), and seventy-five percent (75%), or **\$150,000.00**, will be paid to the California Labor & Workforce Development Agency. (Settlement, ¶ 1.33; 3.2.5);

(x) Notice to LWDA: Notice was provided prior to the filing of this Motion. Evidence is attached to the Leviant Declaration;

(y) Enhancement/Service Award to Plaintiff: Defendant will not oppose the application for Class Representative Service Payment of up to **\$5,000.00** for Plaintiff, to be paid from the GSA (Settlement, ¶ 3.2.1);

(z) Fees and Costs: Defendant will not oppose Class Counsel’s application for fees not to exceed 33 1/3% of the GSA (**\$666,666.67**), and actual costs, in the amount of **\$22,012.97**, to be paid out of the GSA (Settlement, ¶ 3.2.2);

(aa) Check Void Period: Settlement checks will be valid for 180 days (Settlement, ¶ 4.4.1);

(bb) Uncashed Checks: Any settlement checks that are mailed to the Class Members and remain uncashed after 180 days of the date of issuance will be cancelled, and

the moneys will be directed to the State Controller's Office, Unclaimed Property Division in the name of the Class Member (Settlement, ¶ 4.4.3);

(cc) Judgment Notice: Judgment will be posted on the Settlement Administrator's website after entry (Settlement, ¶ 7.8.1);

(dd) Confidentiality Provisions: The Settlement permits Class Counsel to discuss the Settlement with Class Members (Settlement ¶ 12.2).

12. A true and correct copy of the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE is attached hereto as Exhibit "1."

THE SETTLEMENT IS FAIR, JUST AND REASONABLE

13. Plaintiff and counsel have diligently investigated the claims of the Class Members. Plaintiff and Class Counsel concluded, after taking into account the disputed factual and legal issues involved in this Action, the substantial risks attending further prosecution, including risks related to the outcome of certification and possible summary judgment efforts, the limited financial resources available to Defendant, and the substantial benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, that settlement on the terms agreed to are in the best interest of Plaintiff and the putative Class and are fair and reasonable. Plaintiff's counsel brought to bear a great deal of experience with class actions in negotiating the settlement of this case.

14. One fundamental purpose of the class action device is to promote efficiency. Resolution at this time will forestall the need for additional expensive and time-consuming litigation that could very well result in an outcome less satisfactory than that proposed under this settlement. But, before any other consideration, we have agreed to this settlement because it is objectively reasonable. The potential for resolution benefits the class members, since they do not have to wait additional years for a similar recovery. The efficiency of this litigation benefits the Court, the parties and their counsel. A class-wide resolution is the most realistic method for addressing the claims raised in this matter.

15. We have engaged in the necessary investigation in this case that made it possible for us to exercise informed judgment in those aspects of the settlement process in which we were involved. The exchange of time and wage data, wage and hour policy documents, and data about the composition

1 of the Class, were sufficient to permit us counsel to adequately evaluate the settlement. We had more
2 than enough information upon which to evaluate a fair and reasonable settlement amount.

3 16. In addition to disputing the merits of Plaintiff's claims at trial, Defendant intended to
4 aggressively challenge the case at the certification stage. Defendant contends that Plaintiff could not
5 prevail on a certification motion. We believe that the case was viable through to a trial. However, while
6 Plaintiff asserts a belief that this is a viable case for trial, we realize that there are always very
7 significant risks associated with certification and trials, and those risks cannot be eliminated in this
8 case. Continued litigation of this lawsuit presented Plaintiff and Defendant with substantial legal risks
9 and costs that were (and continue to be) difficult to assess. The risks in this matter include:

- 10 • the risk that Plaintiff would be unable to establish liability for allegedly unpaid straight time
11 or overtime wages, *see Duran v. US Bank Nat'l Ass'n*, 59 Cal. 4th 1, 39 & fn. 33 (2014)
12 ("*Duran*"), *citing Dilts v. Penske Logistics, LLC* 2014 WL 205039 (S.D. Cal. 2014)
13 (dismissing certified off-the-clock claims based on proof at trial);
- 14 • the risk that Defendant's challenged employment policies might not ultimately support class
15 certification or a class-wide liability finding, *see, Duran*, 59 Cal. 4th at 14 & fn. 28 (citing
16 Court of Appeal decisions favorable on class certification issue without expressing opinion
17 as to ultimate viability of proposition);
- 18 • the risk that uncertainties pertaining to the legality of Defendant's policies and practices
19 could preclude class-wide awards of penalties under Labor Code §§ 203 and 226(e);
- 20 • the risk that individual differences between Class Members could be construed as
21 pertaining to liability, and not solely to damages, *see, Duran*, 59 Cal. 4th at 19;
- 22 • the risk that any civil penalties award under the PAGA could be reduced by the Court in its
23 discretion, *see* Labor Code § 2699(e)(1);
- 24 • the risk that lengthy trial or appellate litigation could ensue; and,
- 25 • the risk violation rate estimates could prove lower than expected.

26 These risks are non-exhaustive. While we remain confident that we possess credible strategies for
27 responding to the legal and factual risks facing them, those risks cannot be disregarded. We carefully
28 considered the risks created by all of these uncontrollable factors when evaluating the reasonableness of

1 this proposed settlement. This Settlement provides a benefit to the Class Members that is very
2 reasonable in light of these particular risks.

3 17. The Settlement is the product of arm's-length negotiations between the Parties
4 occurring throughout the litigation. In light of the uncertainties of protracted litigation, the financial
5 limitations placed on Defendant's funds, and the state of the law regarding the legal positions of the
6 Parties, the settlement amount reflects the best feasible recovery for the Class Members. The settlement
7 amount is, of course, a compromise figure. By necessity it took into account risks related to liability,
8 damages, and the defenses asserted by Defendant. Moreover, each Class Member will be given the
9 opportunity to opt-out of the Settlement, allowing those who feel they have claims that are greater than
10 the benefits they can receive under this Settlement to pursue their own claims. For the approximately
11 **1,650** members of the Class as of September 2023, the average **gross** benefit is **\$1,212.12** per class
12 member, and the estimated average **net** recovery for each Class Member would be approximately
13 **\$655.05**. Given that Defendant could potentially defeat certification, this is a significant sum to have
14 achieved in settlement. Moreover, a Class Member who worked a greater number of weeks for
15 Defendant will receive a larger share of the Settlement than a Class Member who worked for a shorter
16 amount of time during the class period.

17 18. After analyzing the claims in this matter, Plaintiff has concluded that the value of this
18 Settlement is fair, adequate, and reasonable. The Gross Settlement Amount of **\$2,000,000** is about
19 88.35% of the **\$2,263,717.21** estimate of *risk-adjusted* recovery (excluding interest) at this stage in the
20 litigation. On that basis, it would be unwise to pass up this settlement opportunity. This assessment is
21 based on a carefully constructed model of the current fair value of the case, using estimated risks,
22 average wage rates, numbers of employees, and the amount of time covered by the class period. While
23 Plaintiff would certainly have preferred to recover more (and Defendant would have preferred to pay
24 less), this outcome is in line with a carefully constructed estimate of the current fair value of the case. On
25 that basis, it would be unwise to pass up this settlement opportunity. The risk-adjusted value of each
26 claim, on a claim-by-claim basis, is as follows:

- 27 • A reasonably estimated exposure for unpaid off-the-clock wages was calculated, with the
28 assistance of an expert, to be approximately **\$671,421.00**. However, with the risk factor
discounts for certification and liability proof, the value of that claim is estimated by

Plaintiff's counsel to be approximately **\$80,570.52**, assuming certification probability of 40% and merits success at 30%. The off-the-clock time resulted from uncompensated drive times by employees to different designated job locations each day. Here, a **\$80,570.52** exposure has a value of just over 12% of its maximum, given a likelihood of success on both events, which is an approximation of the chain probability of certification multiplied by merits chances: $0.4 \times 0.3 = 0.12$. This exposure assumption (1) ignores the fact that this is unlikely to have affected every employee, and (2) also assumes the off-the-clock contacts happened every day *and* took an average of at least 10 minutes, an assumption that is likely far too optimistic. This theory of recovery also has a high degree of risk because it depends on Class Member estimates of the frequency and duration and is testimony dependent.

- A reasonably estimated exposure for unpaid wages due to regular rate issues was calculated, with the assistance of an expert, to be approximately **\$39,430.50**. However, with the risk factor discounts for certification and liability proof, the value of that claim is estimated by Plaintiff's counsel to be approximately **\$19,320.95**, assuming certification probability of 70% and merits success at 70%.
- A reasonably estimated exposure for rest break violations over the class period was calculated at **\$2,650,259.80**, but with chances of certification and proof of liability (20% and 20% respectively) for a risk-adjusted exposure of **\$106,010.39**. This claim is factually disputed, and some inconsistent information from class members indicates that this theory carries the potential for high risk. Because this claim is based entirely on class member testimonials, and the rest break policy of Defendant appeared to be a lawful policy, Plaintiff asserted value for settlement purposes, while understanding that the risk presented by this claim was very low.
- A reasonably calculated exposure for meal break violations over the class period was calculated at **\$903,892.00**, with chances of certification and liability risks (40% and 30% respectively) resulting in a risk-adjusted exposure of **\$108,467.04**. This exposure is based upon facial violations. The exposure valuation was still susceptible to attack. Employee choice is a serious issue in the context of a meal period claim. So long as an employee has the opportunity to take a lawful meal period, an employee can choose to take it late, cut it short, or skip it.
- Risk-adjusted penalty recoveries for wage statement and Labor Code § 203 penalties were estimated to be approximately **\$93,960.00** and **\$146,960.01**, respectively, on maximum exposures of **\$2,088,000.00** and **\$3,265,778.00**, respectively (with certification and merits success chances of 30% and 15% respectively, based on the off-the-clock theory of unpaid wages, adjusted for the additional risk of needing to prove other elements in addition to the underlying wage claim and assuming that Defendant had a good faith belief that it was providing accurate wage statements).
- A reasonably calculated exposure for unreimbursed expenses was estimated to be **\$616,110.75**, but with chances of certification and proof of liability (30% and 25% respectively) for a risk-adjusted exposure of **\$46,208.31**. The allegation is that Defendant required Class Members to use specific tools in their positions. However, Defendant has a lawful reimbursable expenses policy, rendering this claim highly susceptible to challenge.
- Performing risk-adjusted valuations for all claims yields a total value in the range of

1 **\$601,497.21**, excluding PAGA.¹

- 2 • PAGA penalties exposure was calculated to be **\$8,311,100.00**. But, assuming issues with
3 proof and cooperation of aggrieved employees, along with the Court’s power to reduce
4 penalties, the realistic exposure was calculated to be **\$2,263,717.21**.

5 19. The \$2,000,000.00 settlement here is fully supportable. Many risks are eliminated
6 through settlement. And, with respect to those risks, certification rates in California are **lower** than
7 conventional wisdom holds. The Judicial Council’s Class Certification in California: SECOND
8 INTERIM REPORT FROM THE STUDY OF CALIFORNIA CLASS ACTION LITIGATION -
9 FEBRUARY 2010 (“Second Interim Report”), at page 5, states that “less than a quarter of disposed
10 cases in the study sample were certified, either through a litigated motion for certification **or** as part of a
11 classwide settlement agreement.” *See*, Second Interim Report, at 5 (emphasis added).² That “**or**” is
12 significant. The certification rates identified in the study of less than 25% includes **both** contested
13 certifications and settlement certifications, which are the majority of certifications. In other words, one
14 must assume in any wage and hour class action prior to certification that a contested certification motion
15 will have a success rate of well under 25%, and probably closer to 10% as a starting point for risk
16 evaluation. The facts of each case have significant bearing on these percentages. But it cannot be
17 disputed that certification is an exceptionally difficult procedural hurdle to successfully overcome. Thus,
18 it is not unreasonable to start from the proposition that a pre-certification settlement that is 10% to 15%
19 of the maximum plausible exposure is a valid starting point for valuation. If roughly 10% of class
20 actions are certified on a contested basis, then, on average, 90% of the time a class will not be certified
21 and the result for the class is *zero* dollars. Here, the estimated certification probabilities are **above** the
22 average rate at which cases were certified in California over the study years, based upon data available.
23 Here, the estimated certification probabilities are **above** the average rate at which cases were certified in

24 ¹ It is difficult to assign specific percentages to future events, but it does provide a specific method
25 for attempting to reduce the concept of “very high risk” or “high risk” to a quantifiable amount.
26 Certification of a claim is typically a binary event. One does not obtain a 20% certification; a claim is
27 either certified or it is not. But the current expected value is best quantified by applying a risk reduction,
28 based on the total experience of counsel. The numbers explain with math what can also be described
 conceptually in words.

² The report is available at <https://www.courts.ca.gov/documents/classaction-certification.pdf> (last
viewed March 12, 2024).

California over the study years, based upon data available through the California Courts websites. In sum, well *under* 20% of all cases filed as proposed class actions are ultimately certified by way of a *contested* motion. Here, the recovery falls within the expected outcome range under the likelihood of success metric.³ It would also be appropriate to evaluate the result by examining only the premium wages at issue (approximately \$4,265,003.30, with no risk reduction), excluding penalties and interest; the settlement is about 47% of the premium wages (unpaid wages, meal period premiums, and rest break premiums) at maximum realistic exposure value.⁴ Because the total Settlement amount and the proportion of the Settlement allocated to PAGA penalties fall within the range of what is reasonable, the Settlement should be approved.

20. To the best of my knowledge there are no other like claims asserted or filed by Class Members. To the best of my knowledge, no Class Member has refrained from bringing an action with claims similar to those raised in the Action, whether in reliance on the Action or otherwise, and who thus might be prejudiced by dismissal of the Action.

THE EXPERIENCE OF CLASS COUNSEL

21. Moon Law Group, PC (former named Moon & Yang, APC), has been engaged in the practice of employment and labor law for almost a decade and presently focuses exclusively on plaintiffs' employment law. The firm and its lawyers have handled many hundreds of wage-related class actions between them. The firm and its lawyers have successfully settled more than 300 class action matters during that time span. The firm and its lawyers have also tried both bench and jury trials

³ See, e.g., *Ferrell v. Buckingham Property Mgmt.* (E.D. Cal. Jan. 21, 2020) Case No. 1:19-cv-00332-LJO-SAB, 2020 WL 291042, *17-20 (granting preliminary approval of settlement that represented 5.2% of the original valuation of the claims); *Thomas v. Cognizant Tech. Sols. U.S. Corp.* (C.D. Cal. June 24, 2013) No. SACV111123JSTANX, 2013 WL 12371622, at *6 (granting final approval of settlement that encompassed between 4.4% and 5% of the maximum estimated liability).

⁴ The exclusion of interest and penalties from the fairness evaluation is proper because, first, PAGA penalties are discretionary (*see* Lab. Code § 2699(e)(2) (the court in its discretion “may award a lesser amount than the maximum civil penalty amount specified by this part...”), and, second, courts evaluate the strength of a proposed settlement without taking potential penalties or interest into consideration. *See Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 955 (9th Cir. 2000); *see also Miller v. CEVA Logistics U.S.A., Inc.*, 2015 WL 729638, at *7 (E.D. Cal. Feb. 19, 2015).

1 (representing both plaintiffs and defendants) relating to employment matters. Moon Law Group, PC, is
2 routinely appointed lead or co-lead class counsel (or counsel for representative plaintiffs in FLSA
3 representative actions) in federal and state courts in California and elsewhere, by way of motion for
4 class certification or motion for settlement approval. I personally participated in the litigation of more
5 than 500 class actions since 1999, and more than 90 percent of those cases were wage and hour matters.
6 While I have not maintained a comprehensive list, I have been appointed as lead or co-lead counsel in
7 many hundreds of class actions.

8 22. Mr. Kane Moon received a B.A. in History in 1998 from UCLA. He received his J.D.
9 from Loyola Marymount Law School in 2006. He became an Active Member of the State Bar of
10 California in June 2007 and has been an Active Member in good standing continuously since then. He
11 is a current member of the California Employment Lawyers Association (CELA).

12 23. Mr. Moon co-founded Moon & Yang, APC, now Moon Law Group, PC, in March
13 2010. Since that time, Mr. Moon built his practice to have an emphasis on employment and related
14 civil litigation cases. In fact, the practice is focused almost exclusively on advocating for the rights of
15 employees in wage-and-hour litigation through class and representative actions. Moon Law Group, PC
16 is presently class counsel for many dozens of other putative wage-and-hour class and representative
17 action lawsuits pending in various state and federal jurisdictions throughout California. Moon Law
18 Group, PC has also successfully settled hundreds of wage-and-hour cases; tried both bench and jury
19 trials in employment-related matters, representing both plaintiffs and defendants; and been appointed
20 lead or co-lead class counsel in numerous federal and state courts in California. The following is a list
21 of some of the firm's class action settlements that have received preliminary and final approval: *Mark*
22 *Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx),
23 2018 WL 6616659 (class size approx. 2,650; lead counsel) (In approving my \$650 hourly rate, the
24 Court found: "Class Counsel's declarations show that the attorneys are experienced and successful
25 litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC
26 attorneys." (*Id.* at *10.); *Sison v. Cha Hollywood Medical Center, L.P.*, LASC BC6441 29 (class size
27 approx. 2,100; co-counsel); *Jones v. Fitness Alliance, LLC*, Riverside Superior Court PSC1404079
28 (class size approx. 1,000; lead counsel); *Gomez v. H Mart Companies, Inc.*, LASC BC671525 (class

size approx. 2,500; co-counsel); *Montoya v. Golden I Credit Union*, Sacramento Superior Court 34-2018-00228252 (class size approx. 1,900; lead counsel); *Campa v. Bloomingdeals, Inc.*, LASC BC700366 (class size approx. 1,500; lead counsel); *Black v. Mission Healthcare Services, Inc.*, LASC 19STCV04602 (class size approx. 1,000; lead counsel); *Onofre v. Caitac Garment Processing, Inc.*, LASC BC702283 (class size approx. 750; lead counsel); *Martinez v. Bail Hotline Bail Bonds, Inc.*, LASC BC700131 (class size approx. 173; lead counsel); *Jones v. Citiguard, Inc.*, LASC BC664890 (class size approx. 587; lead counsel); *Slaughter v. ACA Security Stems, LP*, LASC BC699137 (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC*, LASC BC722765 (class size approx. 515; lead counsel); *Vertti v. Bagcraft Papercon III, LLC*, LASC 19STCV12729 (class size approx. 260; lead counsel); *Rodriguez v. Rossmoyne, Inc.*, LASC BC699137 (class size approx. 220; lead counsel); *Vargas v. AMS Paving, Inc.*, LASC BC722767 (case size approx. 260; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.*, LASC BC709630 (class size approx. 210; lead counsel); *Lagos v. ThyssenKrupp Elevator Corporation*, LASC BC682972 (\$750,000 for 79 Class Members; lead counsel); *Aparicio v. Lineage Logistics, LLC*, LASC BC722764 (class size approx. 155; lead counsel). Mr. Moon's experience is and has been invaluable in assessing the reasonableness of settlements such as the one at issue here.

24. Aside from myself and supervising Partner Kane Moon, attorneys and paralegals who worked on this matter include Mariam Ghazaryan, Lilit Tunyan, and Sophia Tu.

(a) Mariam Ghazaryan is an associate at Moon Law Group, PC. Ms. Ghazaryan's practice is focused on labor and employment class action lawsuits involving various violations of California and federal labor laws. Ms. Ghazaryan received her law degree from the Southwestern School of Law. Ms. Ghazaryan was admitted to the California bar in December 2021. Ms. Ghazaryan's billing rate is \$600 per hour.

(b) Lilit Tunyan is a former associate at Moon Law Group, PC. Ms. Tunyan's practice was focused on labor and employment class action lawsuits involving various violations of California and federal labor laws. Ms. Tunyan was admitted to the California bar in January 2020. Ms. Tunyan's billing rate was

\$600 per hour.

- (c) Sophia Tu is a former litigation assistant at Moon Law Group, PC. Ms. Tu's billing rate was \$250 per hour.

25. I received my undergraduate degree from Occidental College. Graduating cum laude, I majored in economics and received a "minor" emphasis in mathematics. Along with my study of economics and mathematics, I also had an emphasis in physics. This combination of scientific and economic education has been of assistance during my litigation of complex civil actions. I received my Juris Doctor degree from the University of Southern California Law Center.

26. My experience relevant to class action litigation includes the following:

- (a) I have been involved in the litigation of class actions since 1997, working as a law clerk on a number of class action matters. Since 1999, I have participated as an attorney in the litigation of hundreds of class actions, in California Superior Courts and in federal courts in California, Illinois, and Louisiana. I emphasized litigation of wage and hour class actions beginning in 2005, but I have focused on complex litigation of different types at all times since 1999.

- (b) Dating back to 1999, some of the earliest cases in which I contributed to my then-firm's efforts as co-lead/liaison counsel include:

i. *In re Paradise Memorial Park Litigation*, Los Angeles Superior Court Lead Case No. BC130375; and,

ii. *In re Lincoln Memorial Park Litigation*, Los Angeles Superior Court Lead Case No. BC133643.

- (c) I have litigated contested class certification motions multiple times, prevailing on many. Examples include the following:

1) In 2023, I certified a rest break claim against SMS Transportation, in the matter of *Beard v. SMS Transportation*. Rest break claims are notably difficult to certify.

2) In 2023, I certified a regular rate claim against Downtown Women's Center, in the matter of *Evans v. Downtown Women's Center*.

- 1 3) In 2018, I certified wage and hour claims against Home Depot, in the
2 matter of *Utne v. Home Depot*, in the United States District Court,
3 Northern District of California. The contested certification resulted in a
4 certified class of roughly 140,000 individuals.
- 5 4) In 2019, I certified a Fair Credit Reporting Act claim related to
6 employment background checks against Wal-Mart Stores, Inc., in the
7 matter of *Pitre v. Wal-Mart Stores, Inc.*, in the United States District
8 Court, Central District of California. The contested certification
9 resulted in a certified class of over 5,000,000 individuals.
- 10 5) In 2018, I fully briefed a contested class certification motion in the
11 matter of *Harelson v. U.S. Aviation*, in the United States District Court,
12 Northern District of California. After certification was fully briefed, the
13 matter successfully settled.
- 14 6) In 2013, I certified an investment fraud suit, in the matter of *Larsen v.*
15 *Coldwell Banker*, in the United States District Court, Central District of
16 California.
- 17 7) In 2012, I fully briefed a contested class certification motion, in the
18 wage and hour matter of *Gillings v. Time Warner*, in the United States
19 District Court, Central District of California. In that matter, summary
20 judgment was granted against my clients and the certification motion
21 was deemed moot. I appealed to the Ninth Circuit and obtained a
22 reversal of the District Court's decision. Upon remand, the matter
23 settled.
- 24 8) In approximately 2011, I fully briefed a contested class certification
25 motion, in the wage and hour matter of *Gomez v. Lincare, Inc.*, in the
26 Superior Court of California, County of Orange. Certification was
27 denied. The result was appealed, and a partial reversal was obtained.
28

- 1 9) In approximately 2008, I fully briefed a contested class certification
2 motion, in the wage and hour matter of *Ghazaryan v. Diva Limousine,*
3 *LTD.*, Superior Court of California, County of Los Angeles.
4 Certification was denied. I appealed, handling all briefing, and, in
5 *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal.App.4th 1524 (2009), pet.
6 for rev. denied, I obtained a decision directing the trial court to certify
7 the class. *Ghazaryan* is now widely cited, including by the California
8 Supreme Court, as a comprehensive source for the standards applied to
9 certification motions in California.
- 10 10) In approximately 2006, I fully briefed a contested class certification
11 motion, in the wage and hour matter of *Laliberte v. Pacific Mercantile*
12 *Bank*, Superior Court of California, County of Orange. Certification
13 was denied. I appealed, handling all briefing. The published opinion of
14 *Laliberte v. Pacific Mercantile Bank*, 147 Cal.App.4th 1 (2007), rev.
15 denied, pet. for cert. den. resulted, and I petitioned for a Writ of
16 Certiorari related to certification due process issues.
- 17 11) In approximately 2008, I assisted with briefing of a contested class
18 certification motion, in the wage and hour matter, against the
19 Automobile Club of Southern California (AAA). A class was certified
20 and the matter tried.
- 21 (d) I have prosecuted appeals in more than 20 class action matters alone, arguing
22 before the United States Court of Appeals for the Ninth Circuit Court and
23 several of California's Courts of Appeal. I have taken several appeals through
24 to Petitions for Writs of Certiorari to the United States Supreme Court. In
25 connection with the appeals I have handled, I have participated in appeals
26 resulting in decisions concerning or relating to class actions or wage and hour
27 issues. Among others, those include:
28

- i. *Camp v. Home Depot, U.S.A., Inc.*, 84 Cal. App. 5th 638 (October 24, 2022), *rev. granted* (February 1, 2023);
- ii. *Donohue v. AMN Services, Inc.*, (February 25, 2021) (amicus counsel)
- iii. *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. Jan. 29, 2019), *pet. for rehearing and pet. for en banc rehearing den.*;
- iv. *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), *as modified on denial of reh'g* (Aug. 29, 2018);
- v. *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir. 2014);
- vi. *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal. App. 4th 1524 (2009), *pet. for rev. denied*;
- vii. *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007), *rev. denied, pet. for cert. denied*;
- viii. *Alvarez v. May Dept. Stores Co.*, 143 Cal. App. 4th 1223 (2006), *rev. denied, pet. for cert. denied*;
- ix. *Johnson v. Glaxosmithkline, Inc.*, 166 Cal. App. 4th 1497 (2008), *rev. denied*;
- x. *Howard, et al. v. America Online, Inc.*, 208 F.3d 741 (9th Cir. 2000), *pet. for cert. denied*;
- xi. *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011) (amicus counsel);
- xii. *D. R. Horton, Inc. and Michael Cuda*, Case 12–CA–25764, 357 NLRB No. 184 (January 3, 2012) (amicus counsel). This NLRB matter is of particular note, as it is at the center of a dispute regarding the interplay between the Federal Arbitration Act (FAA) and two labor relations laws, the National Labor Relations Act

(NLRA) and Norris-LaGuardia Act. Cases highlighting that issue have been accepted by the United States Supreme Court.

- (e) I was the lead appellate author in a matter before the California Supreme Court that generated substantial interest in the field of wage and hour litigation. That matter, *Troester v. Starbucks Corporation*, resolved a significant issue of whether, under California law, a *de minimis* defense exists to the employer's obligation to pay all wages for all compensable time worked by an employee.
- (f) I was the lead appellate counsel in a matter before the California Court of Appeal (Sixth Appellate District) that generated substantial interest in the field of wage and hour litigation. That matter, *Camp v. Home Depot, U.S.A., Inc.*, held that prior jurisprudence erroneously concluded that, under California law, underpayment of wages as a result of rounding of time clock punches is lawful so long as the rounding was neutral on its face and as applied. *Camp* is now pending before the California Supreme Court but remains citable as authority pursuant to an Order of the California Supreme Court.
- (g) In addition to my work on complex litigation matters and class actions, I have authored published articles and columns on issues related to class actions and other litigation issues, including:
 - i. H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J. 18 (2006), at <http://blj.ucdavis.edu/article.asp?id=636> (May 1, 2006);
 - ii. H. Scott Leviant and Lilit Ter-Astvatsatryan, *Where Troester Stops Not Even Troester Knows*, DAILY JOURNAL (Los Angeles), July 2, 2019;
 - iii. H. Scott Leviant and Lilit Ter-Astvatsatryan, *Unaccounted Time: Reading the Tea Leaves of Troester*, DAILY JOURNAL (Los Angeles), September 12, 2018;
 - iv. Dennis F. Moss and H. Scott Leviant, *Class Actions: One step*

- 1 *forward after two steps back*, DAILY JOURNAL (Los Angeles),
2 January 11, 2012;
- 3 v. H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY
4 JOURNAL (Los Angeles), December 28, 2010;
- 5 vi. H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los
6 Angeles), April 21, 2010;
- 7 vii. H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class*
8 *Action Defense?*, FORUM, January/February 2009
- 9 viii. H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-
10 2010 (Ongoing series);
- 11 ix. H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to*
12 *Bind Judiciary*, Daily Journal (San Francisco), March 15, 2010;
- 13 x. H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los
14 Angeles), December 2, 2009;
- 15 xi. H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles),
16 April 15, 2008;
- 17 xii. H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los
18 Angeles), May 4, 2007;
- 19 xiii. H. Scott Leviant, *A Bad Meal Deal: 'Brinker' Gets the Incentive*
20 *Question Wrong*, DAILY JOURNAL (Los Angeles), August 6, 2008;
- 21 xiv. H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid*
22 *Wage Cases*, FORUM, January/February 2008;
- 23 xv. H. Scott Leviant, et al., *Electronic Evidence: No Longer an*
24 *Optional Element in a Comprehensive Litigation Plan*,
25 ADVOCATE, April 2006;
- 26 xvi. H. Scott Leviant, *Improving Rule 12(b)(6) survival odds: Some*
27 *considerations for effective RICO pleading*, CIVIL RICO REPORT,
28 Volume 15, Number 22, April 26, 2000 (LRP Publications).

(h) In addition to publications in industry newspapers, periodicals and journals, I am the Supervising Editor, primary author and founder of the legal blog The Complex Litigator (<http://www.thecomplexlitigator.com>). The Complex Litigator reports and comments on news and topics relevant to class action and complex litigation practice, with a primary emphasis on wage and hour litigation issues. Through my blog, I have also, on occasion, published podcasts of round table discussions with preeminent members of the wage and hour practice bar on both the plaintiff and defense sides. My blog has been cited to the California Supreme Court in at least one Petition for Review. The Complex Litigator has been in existence since 2008, having outlasted many other legal blogs, and it has a unique readership that numbers in the tens of thousands.

(i) I have also lectured on issues related to class actions and complex litigation, including the following educational seminars:

- i. *Strategies for Settlement of Individual and Wage & Hour Class Actions*, Bridgeport's Eighth Annual Wage & Hour Litigation Conference (December 16, 2011)
- ii. *The Year in Review – Staying Abreast of Current Cases*, Consumer Attorneys of San Diego Class Action Symposium (October 14, 2011)
- iii. *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's Mid Year Wage & Hour Litigation Conference (June 3, 2011)
- iv. *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden State Antitrust and Unfair Competition Law Institute (October 21, 2010)
- v. *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference (October 2, 2010)

- vi. *Word v. WordPerfect Software, Tips, Tools and Tricks: Legal Technology for Plaintiffs Employment Lawyers* (September 30, 2010)
- vii. *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19, 2010)
- viii. *20 Tips for Successful Navigation of e-Discovery Requirements*, Los Angeles County Bar Association's Thirtieth Annual Labor and Employment Law Symposium (March 31, 2010)
- ix. *Social Networking for Lawyers: A Roadmap to Success*, Los Angeles County Bar Association's 2nd Annual two-day 2009 Small Firm and Solo Practitioners Conference: MISSION POSSIBLE (June 25, 2009)
- x. *A Seminar Overview of the Current State of Employment Law*, The Westchester/LAX/Marina Del Rey Chamber of Commerce (February 23, 2006)

(j) I served three consecutive years as an elected member of the Board of Governors of the Consumer Attorneys of California. In that capacity, I worked to preserve the right of California's consumers and employees to bring proposed class actions. For example, I provided assistance to CAOC in its successful effort to defeat AB 298, which would have substantially impaired the ability of plaintiffs to prosecute class actions in California. More recently, on behalf of CAOC, I co-authored several requests for publication of unpublished class action decisions, including one such request in *Jaimez v. Daihatsu USA, Inc.*, 181 Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in the Eighth Circuit matter entitled *Avritt v. Reliastar Life. Ins. Co.*, Case No. 09-2843, the California Supreme Court matter entitled *Californians for Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006), and the California Court of Appeal matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489

(2011).

27. My current contingent billing rate is consistent with my practice area, legal market and accepted hourly rates:

- (a) In the December 8, 2008 article “Billable Hours Aren’t the Only Game in Town Anymore,” *NATIONAL LAW JOURNAL*, the following hourly billing rates were reported by Sheppard Mullin Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I have frequently opposed when litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.
- (b) In 2009 I was retained as appellate counsel in the appeal of a denial of class certification. For the specialized work on that appeal, I charged an hourly rate of \$650.00 per hour, a rate the hiring co-counsel accepted.
- (c) In the wage and hour class action *Savaglio, et al, v. WalMart*, Alameda County Superior Court No. C-835687-7, Order Granting Class Counsel's Motion for Attorneys' Fees, filed September 10, 2010, the Court approved hourly rates from \$435 per hour for four years of experience to \$875 per hour for 51 years of experience.
- (d) The 2024-25 Adjusted Laffey Matrix states that an attorney with 20 or more years experience can reasonably charge \$1,141 per hour.
<http://www.laffeymatrix.com/see.html>.⁵ That rate is derived from the Washington, D.C. area and requires a costs of living evaluation for use in Los Angeles. Using federal statistics for average attorney salaries, attorney pay is 4.9% lower in Los Angeles, compared to Washington, D.C., indicating a 4.9% downward adjustment to the Laffey Matrix may be appropriate.

⁵Last viewed October 15, 2024.

<https://www.bls.gov/oes/current/oes231011.htm>.⁶ However, using federal employee pay tables, federal employee wages are equal when Los Angeles is compared to Washington, D.C., indicating no adjustment to the Laffey Matrix is appropriate. <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/general-schedule/>.⁷ And, using Schedule 9 of 5 U.S.C. § 5332, there is a 3% differential favoring Los Angeles. Thus, something in the range of a 4.4% locality reduction to a 3.0% locality increase appears appropriate here. Thus, applying an adjustment factor of 0.0%, the locality corrected Adjusted Laffey Matrix hourly rate for attorneys with 20 or more years of experience is \$1,141. The complete Adjusted Laffey Matrix is set forth below.

- (e) The full 2024-2025 Adjusted Laffey Matrix provides for the following hourly rates for paralegal/law clerks and attorneys falling into various ranges of years of experience:

Year	Adj. Factor**	Paralegal Clerk	1-3	4-7	8-10	11-19	20+
6/01/24-5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141

- (f) I have been selected to Super Lawyers from 2012-2025, achieving that professional recognition for more than a decade. I was selected for the Rising Stars edition of Super Lawyers in 2009.

- (g) Based upon my practice area, geographic market, experience, including all of the above information, reputation, and generally accepted hourly rates, my current, regular hourly billing rate is now \$975.00, which is well below the presumptively appropriate hourly rate of \$1,141 for attorneys with 20 or more years of experience.

⁶Last viewed January 30, 2024.

⁷ Last viewed January 30, 2024.

28. When this case was taken on a contingent fee basis, with the firm agreeing to assume responsibility for litigation costs, the ultimate result was far from certain. In the course of this litigation, Moon Law Group, PC, paid filing fees, copy charges, Westlaw fees, and mailing, telephone and express mail charges. There was never a guarantee that Moon Law Group, PC, would recoup those expenditures. The firm took on this case, which necessarily required the firm to forego other opportunities, given finite resources to devote to cases.

30. Class Counsel's experience in employment class actions was integral in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of the settlement. Practice in the narrow fields of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive law (state and federal), as well as the procedural law of class action litigation.

(a) Numerous interviews with the client, and review of documents provided by Plaintiff;

- (b) Legal research and investigation regarding the Defendant's practices at numerous points in the litigation;
- (c) Preparation of multiple drafts of the original class action complaint and finalization and filing of the original class action complaint;
- (d) Review of the first amended complaint, and finalization of that complaint;
- (e) Issuance of formal discovery;
- (f) Negotiation of a *Belaire-West* privacy notice process;
- (g) Extensive "meet and confer" efforts with Defendant's counsel to obtain relevant documents and information through both formal and informal discovery;
- (h) Contacting witnesses;
- (i) Review of data and documents produced by Defendant;
- (j) Analysis of the audit results and preparation of a damages model with the aid of a statistics expert;
- (k) Research and preparation of Plaintiff's mediation brief;
- (l) Attendance at mediation;
- (m) Drafting, negotiating, and reviewing multiple drafts of the Settlement and attachments;
- (n) Preparation of the initial motion for preliminary approval and multiple revisions thereafter;
- (o) Review of the notice process, including investigation of work hours disputes; and,
- (p) Preparation of, and revisions to, the motion for final approval.

32. The recorded lodestar incurred by Moon Law Group, PC, is approximately **\$331,110.00** to date, based on the firm's contemporaneous time recording software, and I did not bill for a significant amount of time related to discovery disputes (I estimate that I did not bill for approximately 5 hours of time reviewing correspondence, reviewing mediation data, and numerous other activities, for an unbilled lodestar of approximately \$4,875). The breakdown of work by attorney is as follows:

Attorney	Time	Rate	Total
H. Scott Leviant	153.4	\$975	\$149,565.00
Kane Moon	56.1	\$900	\$50,490.00
Mariam Ghazaryan	86.2	\$600	\$51,720.00
Lilit Tunyan	124.6	\$600	\$74,760.00
Sophia Tu	18.3	\$250	\$4,575.00
	438.6	Total:	\$331,110.00

That lodestar would be approximately \$4,875 higher if I included the estimated time that I did not include in by billing entries. I also anticipate that I will spend an additional 5 hours on this matter, appearing at the hearing of this Motion, working with the administrator to process the Settlement, obtaining a supplemental declaration for this Court's review, and preparing final accounting filings after distribution of the Settlement. I will incur most or all of that time myself, including time devoted to preparation of the motion for final approval and working with the administrator to resolve any issues, for an estimated additional lodestar of \$9,750.00. Adding my unbilled and anticipated lodestar to the lodestar to date, I anticipate that Class Counsel's lodestar will be no less than **\$340,860.00**. Class Counsel requests **\$666,666.67** in attorneys' fees, as authorized under the Agreement, and this represents a multiplier of approximately **1.95**, which falls well within the range of commonly approved lodestar multipliers, when compared to the recorded, unbilled, and estimated future lodestar of **\$340,860.00**. It has long since been established that multipliers between two and four are common and reasonable for a lodestar crosscheck. A lodestar multiplier of approximately 1.95 is at the low end of commonly approved lodestar multipliers and confirms that the proposed Settlement falls within a range of reasonableness. The Settlement also provides for the award of actual costs. Recoverable costs are capped at \$22,500.00 under the Settlement. Actual costs requested, including the future motion filing fee costs, are **\$22,012.97**, as set forth in **Exhibit 2**.

1 THE CONTRIBUTION OF PLAINTIFF AND THE REASONABLENESS OF THE REQUESTED
2 INCENTIVE AWARD

3 33. Here, Plaintiff seeks a Service Payment of up to **\$5,000.00**. This amount is very
4 reasonable given the risks undertaken by Plaintiff for involvement in the Action. Plaintiff's involvement
5 and desire to participate in this matter, after the unfortunate health issues faced by Jaime Vera, were
6 instrumental in achieving a settlement. Taking the risk of participating in a lawsuit against an employer
7 also deserves recognition, especially in light of the settlement achieved by Plaintiff. Additionally, after
8 Plaintiff became involved in this Action, Plaintiff actively contributed to the settlement negotiations of
9 this Action, expending considerable effort in advancing the interests of the Class. Plaintiff provided
10 information to counsel before the mediation; assisted with the settlement process (which included
11 conferring with counsel during the preparation of Plaintiff's mediation brief); and, regularly conferred
12 with counsel regarding the case whenever questions arose. Plaintiff's Declaration also confirms that
13 Plaintiff was an active participant in the settlement of this case.

14
15 THE THIRD-PARTY ADMINISTRATOR QUALIFICATIONS AND STATEMENT OF NO
16 CONFLICTS OR AFFILIATION

17 34. The parties have agreed that administration will be handled by a third-party
18 administrator. In counsel's experience as class counsel in similar wage-and-hour actions with a similar
19 number of employees, Phoenix Class Action Administration Solutions, is fully capable of
20 administering the settlement at a competitive and reasonable cost and should be approved by the Court
21 to administer the settlement notice process. Phoenix Class Action Administration Solutions was
22 selected because it submitted a low bid in the amount of **\$16,000.00** for administration services, below
23 the estimated amount of \$25,000. Phoenix Settlement Administrators previously provided a
24 declaration confirming its experience and its implementation of measures designed to protect Class
25 Member data and Class Settlement funds. Finally, this firm has no relationship with Phoenix Class
26 Action Administration Solutions other than as a client retaining a vendor of services via an arms-length
27 transaction. We have no ownership interest in Phoenix Class Action Administration Solutions.

1
2 EXHIBITS

3 35. As noted above, a true and correct copy of the CLASS ACTION AND PAGA
4 SETTLEMENT AGREEMENT AND CLASS NOTICE is attached hereto as **Exhibit “1.”** The
5 Settlement includes Exhibit A (the “Notice”).

6 36. Attached hereto as **Exhibit “2”** is a summary of costs incurred in this matter, including
7 future costs that will be incurred to file this Motion.

8 37. Attached hereto as **Exhibit “3”** is a true and correct copy of confirmation of the
9 submission of the settlement to the Department of Industrial Relations, through its online submission
10 portal.

11
12 PAGA SETTLEMENT NOTIFICATION TO DIR

13 38. Counsel for Plaintiff provided notice of the requested approval of the PAGA settlement
14 through the online submission portal.

15 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
16 true and correct. Executed March 7, 2025, at Los Angeles, California.

17
18 
19 _____
H. Scott Leviant, “Declarant”

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party
4 to the within suit; my business address is 725 S. Figueroa, Suite 3100, Los Angeles, CA 90017.

5 On the date indicated below, I served the document described as: **DECLARATION OF H. SCOTT**
6 **LEVIAN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS**
7 **AND REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending [] the
8 original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service
9 list:

10 Sarah Brite Evans
11 sevans@higgslaw.com
12 HIGGS, FLETCHER & MACK
13 401 West A Street, Suite 2600
14 San Diego, California 92101
15 Facsimile: (619) 696.1410

16 *Counsel for Defendant*

17 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail
18 delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in
19 this action.

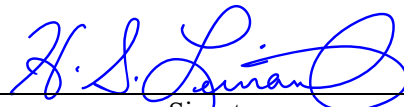
20 [] **BY ELECTRONIC SERVICE:** Pursuant to the Court's Order directing Electronic Service, the
21 above-named document(s) has (have) been electronically served on counsel of record by an approved
22 electronic service provider. The transmission of these documents was reported complete and a copy of
23 the service confirmation will be maintained, along with the original document(s) and proof of service
24 in our office.

25 [] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the
26 offices of the addressee(s) named herein.

27 [] **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and
28 processing correspondence for overnight delivery. Under that practice, overnight packages are
enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are
picked up by the carrier at our offices or delivered by our office to a designated collection site.

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 this **March 7, 2025** at Los Angeles, California.

23 H. Scott Leviant
24 Type or Print Name

23 
24 Signature