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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – NORTH COUNTY REGIONAL CENTER**

MARK TAYLOR and ANGELICA TRUJILLO,
individually and as private attorneys general on behalf
of the State of California

Plaintiff,

vs.

ACCENTCARE, INC., a Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 37-2022-00004587-CU-OE-NC

Judge: Hon. Cynthia Freeland

Dept.: N-27

**DECLARATION OF KANE MOON IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Mitchell Murray, the Declaration
of Plaintiff Taylor, the Declaration of Plaintiff
Trujillo, and [Proposed] Preliminary Approval
Order]*

PRELIMINARY APPROVAL HEARING:

Date: June 27, 2025

Time: 1:30 p.m.

Dept.: N-27

Complaint Filed: February 4, 2022

Trial: Not set

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12 Attorneys for Plaintiff ANGELICA TRUJILLO

I, KANE MOON, declare as follows:

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

CASE BACKGROUND AND PROCEDURAL HISTORY

2. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff Trujillo and Plaintiff Mark Taylor (“Plaintiff Taylor”) (together, “Plaintiffs”) seek to represent a class all current and former non-exempt employees who worked for Defendant AccentCare, Inc. (“Defendant” or “AccentCare”) (together with Plaintiffs, the “Parties”) in California at any time from April 1, 2022 until January 2, 2025 (the “Class Period”), for various labor code violations. Defendant is in the business of coordinating in-home care services for the elderly and operatives from nine different locations in California. Throughout their employment Plaintiffs were employed in an hourly paid, non-exempt position. Plaintiffs contend they and their coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

3. Plaintiffs' claim for unpaid wages stems, in part, from Defendant's alleged failure to compensate Class Members for off-the-clock work, and from Defendant's alleged failure to incorporate the regular rate of pay when calculating overtime pay. Moreover, Plaintiffs bring claims against Defendant for meal and rest period violations, unreimbursed business expenses, and derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

4. On February 4, 2022, Plaintiff Taylor filed a PAGA Complaint against Defendant in this Court (the “*Taylor* Action”). On September 21, 2021, Plaintiff Trujillo filed a First Amended Class Action Complaint against AccentCare, Inc. in Contra Costa Superior Court, in the matter titled *Angelica Trujillo v. AccentCare, Inc.*, Case No. C21-01927 (the “*Trujillo* Action”). On March 11, 2022 Plaintiff Trujillo

1 dismissed that Class Action Complaint without prejudice, and on March 14, 2022 filed a First Amended
2 Representative Action Complaint.

3 5. A copy of Plaintiffs' complaints containing the case numbers assigned by the Court were
4 submitted to the California Labor and Workforce Development Agency (the "LWDA") in compliance with
5 Labor Code section 2699, subd. (l)(1). To date, the LWDA has not indicated its intent to investigate the
6 alleged violations or intervene in this Action.

7 6. On March 25, 2025, Plaintiffs filed a First Amended Class and Representative Action
8 Complaint, including a cause of action for PAGA penalties, in this Court (the "Operative Complaint") to
9 consolidate the *Taylor* Action and the *Trujillo* Action, asserting the same causes of action in the *Taylor*
10 Action and *Trujillo* Action, namely: (i) failure to pay minimum wages; (ii) failure to pay overtime wages;
11 (iii) failure to provide meal periods; (iv) failure to provide rest periods; (v) failure to indemnify necessary
12 business expenses; (vi) failure to pay final wages, including paid time off, at termination of employment;
13 (vii) failure to provide itemized wage statements; (viii) unfair business practices; and (ix) PAGA civil
14 penalties.

15 7. On September 18, 2021, Plaintiff Trujillo, gave written notice to the LWDA of the alleged Labor
16 Code violations, with certified mail service on Defendant, and paid the required filing fee. A true and correct
17 copy of Plaintiff Trujillo's PAGA notice letter to Defendant and the LWDA is attached hereto as **Exhibit 2**.
18 On November 22, 2021, Plaintiff Taylor, gave written notice to the LWDA of the alleged Labor Code
19 violations, with certified mail service on Defendant, and paid the required filing fee.

20 8. Defendant ardently opposes the merits of this case and denies Plaintiffs' factual allegations.
21 Defendant asserts it complied with all of its compensation obligations, including compensating Class
22 Members for all off-the-clock work, and therefore, Plaintiffs and other Class Members were paid all wages
23 owed. Defendant also argues that Defendant did not fail to incorporate any bonuses into Plaintiffs' and Class
24 Member's regular rate for purposes of overtime pay as such bonuses were discretionary. Defendant maintains
25 compliance with all its meal and rest period obligations. Defendant asserts it complied with all of its
26 reimbursement obligations, and therefore, Plaintiffs and other Class Members were compensated for any and
27 all necessary business expenses incurred. To the extent Class Members received wage statements that were
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1 allegedly inaccurate, Defendant asserts employees suffered no actual damage or harm as a result. (*See, e.g.,*
2 *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 [“A
3 plaintiff must adequately plead an injury arising from an employer’s failure to provide full and accurate wage
4 statements, and the omission of the required information alone is not sufficient.”].) With respect to Plaintiffs’
5 claim for waiting time penalties, Defendant alleges its good-faith belief that it paid all wages precludes the
6 imposition of waiting time penalties since Plaintiffs cannot prove Defendant’s alleged failure to pay all final
7 wages at the time of separation was “willful.” (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012,
8 No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others, Defendant
9 denies all of Plaintiffs’ claims and allegations, and further claims it did not engage in any unfair business
10 practices and denies liability under PAGA. Defendant also maintains the claims are improper for class
11 treatment, in part, due to the individualized and testimony-intensive nature of the wage claims and the
12 existence of arbitration agreements with Plaintiffs and Class Members that could bar class certification or
13 significantly reduce Defendant’s overall liability.

14 DISCOVERY AND INVESTIGATION

15 9. The Parties agreed to mediate the instant action and participated in four private mediation
16 sessions with two highly regarded mediators over the course of more than two and a half years. (Settlement,
17 p. 1.) The fourth mediation session, which ultimately led to the Settlement, was held on October 14, 2024,
18 with Michael Ludwig, Esq., an experienced class and PAGA action mediator. In preparation for the fourth
19 mediation, the Parties agreed to a protocol for an informal exchange of documents and information before
20 mediation. Prior to mediation, Plaintiffs obtained from Defendant, through informal discovery, documents
21 and data that were necessary and helpful to evaluate the claims asserted in this action. Defendant produced a
22 statistically significant sample of time and pay records for the putative Class, Plaintiffs’ personnel file, and
23 Defendant’s written policies. Defendant also provided information regarding the estimated number of current
24 and formerly employed Class Members, Aggrieved Employees, and workweeks during the PAGA Period.

25 10. In preparation for mediation, Plaintiffs’ Counsel reviewed and analyzed all the information
26 Defendant provided, including the sample records and documents regarding Defendant’s wage and hour
27 policies. Plaintiffs’ Counsel retained a statistics expert to analyze the sample records and prepare a damage
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1 analysis prior to the mediation. Plaintiffs’ expert reviewed a statistically significant sample of time and pay
2 records of the Class, which allowed Plaintiffs’ expert to prepare an analysis with a reasonable degree of
3 certainty. In conjunction with their extensive factual investigation, Plaintiffs’ Counsel also investigated the
4 applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiffs’ Counsel
5 was able to evaluate the probability of class certification, success on the merits, and Defendant’s maximum
6 and realistic monetary exposure for all claims. Thus, Plaintiffs’ and their Counsel’s familiarity with the facts
7 of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the
8 settlement.

9 SETTLEMENT NEGOTIATIONS

10 11. On October 14, 2024, the Parties participated in a full day of private mediation before Steven
11 Rottman, Esq. The negotiations were at arm’s length and, although conducted in a professional manner, were
12 adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute,
13 but each side was also prepared to litigate their position through trial and appeal if a settlement had not been
14 reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs’
15 claims and Defendant’s defenses, a settlement was reached by the Parties. The material terms of the
16 settlement are set out in the Stipulation of Settlement (“Settlement”). A true and correct copy of the
17 Settlement is attached to the instant Declaration as Exhibit 1. Additionally, the proposed class notice is
18 attached to the Settlement as Exhibit A.

19 12. In compliance with Labor Code section 2699, subdivision (l)(2), Plaintiffs’ Counsel submitted
20 to the LWDA a notice of settlement and a copy of the proposed Settlement. A true and correct copy of the
21 LWDA’s email confirming receipt thereof is attached hereto as Exhibit 3.

22 13. Settlement Class members are not required to submit a claim form to receive a payment
23 (“Settlement Award”) from the Settlement. (Settlement, ¶ 5.) Settlement Awards to Class Members will be
24 calculated depending on whether Class Members were paid on a pay-per-visit basis (“PPV Settlement Class
25 Members”) or on an hourly basis (“Hourly Settlement Class Members”). (*Id.* at ¶ 5.B.) Settlement Awards
26 to PPV Settlement Class Members will be calculated by multiplying 50% of the Net Settlement Amount by
27 a fraction, the numerator of which is the participating PPV Settlement Class Member’s number of
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workweeks, and the denominator of which is the total number of workweeks worked by all participating PPV Settlement Class Members. (*Id.* at ¶ 5.B.i.) Settlement Awards to Hourly Settlement Class Members will be calculated by multiplying 50% of the Net Settlement Amount by a fraction, the numerator of which is the participating Hourly Settlement Class Member's number of workweeks, and the denominator of which is the total number of workweeks worked by all participating Hourly Settlement Class Members. (*Id.* at ¶ 5.b.ii) 40% of the Settlement Awards will be allocated as penalties, 40% as interest, and 20% as wages. (*Id.* at ¶¶ 5.B.i-ii.)

14. Aggrieved Employees shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked for AccentCare as a non-exempt employee in California during the PAGA Period. (*Id.* at ¶ 5.B.iii.) This will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class Members' number of workweeks worked during the PAGA Period, and the denominator of which is the total number of workweeks worked by all Settlement Class Members during the PAGA Period. (*Id.*) The amount distributed to Class Members as PAGA penalties will be deemed 100% penalties and interest. (*Id.*)

15. The Settlement provides up to 33.33% of the Gross Settlement Amount for reasonable attorneys' fees, plus reimbursement for actual litigation costs not to exceed \$55,000.00, payable from the Gross Settlement Amount. (*Id.* at ¶ 3.C.5.) As this time, my firm has incurred \$30,135.94 in litigation costs. A true and correct copy of such costs is attached hereto as **Exhibit 4**.

16. The Settlement includes a Class Representative Enhancement Payment up to \$5,000.00 payable from the Gross Settlement Amount, subject to the Court's approval, to each Plaintiff as the Class Representatives, in addition to the amount they are eligible to receive as a Class Member. (*Id.* at ¶ 3.C.3.) This award is in recognition of their contributions to the Action, their service to the Settlement Class, and their general release of claims. (*Id.*)

17. The Parties have agreed to engage Apex Class Action Administration as the "Settlement Administrator" to administer this Settlement. (*Id.* at ¶ 3.A.) Up to \$45,000.00 of the Gross Settlement Amount is allocated towards costs of the Settlement Administrator (*Id.* at ¶ 3.C.2.) At this time, the

1 Administrator estimates costs will be \$45,000.00, and a true and correct copy of the Administrator's costs
2 estimate is attached hereto as **Exhibit 5**.

3 18. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator no
4 later than twenty (20) calendar days after the Effective Date. (*Id.* at ¶ 3.B.) The "Effective Date" shall be
5 defined as follows. If no objections are filed (or any objections have been withdrawn), the "Effective Date"
6 shall be the date that the Court grants final approval of the Settlement and enters an Order and Judgment. (*Id.*
7 at ¶ 2.D.) If any objections have been filed and have not been withdrawn (the filing of an objection being a
8 prerequisite to the filing of an appeal), then the "Effective Date" will be either: (i) if no appeal is filed, ten
9 (10) days after the last date on which any appeal might have been filed; or (ii) if an appeal is filed, ten (10)
10 days after the final resolution of any appeal, presuming that the appeal upholds the Settlement. (*Id.*)

11 **THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

12 19. Plaintiffs' Counsel have conducted a thorough investigation into the facts of this case. Based on
13 the foregoing document and information exchange and on their own independent investigation and
14 evaluation, Plaintiffs' Counsel are of the opinion that the proposed Settlement is fair, reasonable, and
15 adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk,
16 appellate risk, and the defenses that Defendant may assert both to certification and on the merits, the
17 Settlement is in the best interest of the Class.

18 20. Based on Plaintiffs' Counsel's review of the time, payroll, and additional data provided by
19 Defendant, on Plaintiffs' expert's analysis of the sample records provided by Defendant, and on information
20 from Plaintiffs, Plaintiffs' Counsel evaluated the estimated maximum and risk-adjusted exposure that
21 Defendant faced. The Settlement is based on the following demographics: 8,646 Class Members who worked
22 an aggregate of 202,943 Workweeks, at an average hourly rate of \$13.79. Additionally, there are an
23 estimated: 2,404 former employees falling within the three-year statute of limitations ("SOL") period for
24 waiting time penalties, 2,261 employees falling within the one-year SOL period for inaccurate wage
25 statement penalties and PAGA penalties, and 62,308 workweeks in the PAGA Period.

26 Accordingly, we calculated Defendant's potential exposure as follows:

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Claim	Relevant Time Period	Rate	Number of Violations	Realistic Exposure
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Unpaid Wages (Off the Clock)	202,943 Workweeks	\$13.79 average hourly rate	49,638 unpaid hours (assuming 5 minutes per shift)	\$68,450.80**
Unpaid Wages (Regular Rate)	202,943 Workweeks	\$13.79 average regular rate	Based on expert analysis of records	\$20,037.69*
Meal Period Violations	202,943 Workweeks	\$13.79 average hourly rate	465,496 unique meal break violations	\$1,604,797.46*
Rest Period Violations	202,943 Workweeks	\$13.79 average hourly rate	276,871 unique rest break violations (assuming 50% Break violations for break-eligible shifts)	\$381,805.11**
Unreimbursed Business Expenses Violations	202,943 Workweeks	Assumes \$25 per month	Expert Analysis of Records	\$126,839.38**
Labor Code § 203	Based on approx. 2,404 terminated employees within the 3-year SOL	\$13.79 average hourly rate/30- day max.	Assumes 8 hours / day	\$397,813.92***
Labor Code § 226	Based on approx. 2,261 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 62,308 pay periods within the 1-year SOL	\$305,887.50***
PAGA	Based on approx. 2,261 employees within the 1-year SOL	\$100 per pay period	Based on 62,308 pay periods within the 1-year SOL	\$311,540.00***
Total				\$3,217,171.86

* These figures are discounted based on a 25% probability of prevailing at class certification and on the merits.
** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits.
*** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.¹

21. Plaintiffs' unpaid wages claim is due, in part, to allegations that Defendant did not compensate Class Members for all hours worked. Plaintiffs allege that Plaintiffs and putative Class Members were required to turn on their computers or call into their designated officers in order to clock in for their shifts. Plaintiffs also allege that Class Members regularly worked after clocking out because Defendant strictly prohibited overtime. Additionally, Plaintiffs allege that Class Members were required to watch training videos, off-the-clock and uncompensated. Therefore, Plaintiffs' Counsel estimated Class Members spent an average 5 minutes off the clock per shift during the Class Period. Plaintiffs' Counsel and its data expert then estimated that Defendant failed to pay Class Members for approximately 49,638 hours, resulting in a maximum potential liability of \$684,508.02 (49,638 x \$13.79 avg. hourly rate). Defendant contended that all time worked was compensated, and that proving any such claim would prove that this issue is highly individualized and not susceptible to class-wide treatment. Additionally, "off-the-clock" claims are difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this claim – there are no records to be used as evidence. In light of these defenses, and for purposes of settlement, Class Counsel discounted the maximum potential liability by 90% (\$68,450.80 * .10). **Plaintiffs' realistic damage estimate for the unpaid wages claim due to off-the-clock work is therefore \$68,450.80.**

22. Plaintiffs' unpaid wage claim is also due to allegations that Defendant failed to pay overtime pay at the proper regular rate of pay during the Class Period. Defendant's payroll records reflect pay codes for additional remunerations, which Plaintiffs allege were non-discretionary, and as such, should have been

¹ A discount for risk at certification and trial is reasonable because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. (See Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) Moreover, discounting is particularly warranted in this case because of the individualized and testimony-intensive nature of the wage claims and the existence of valid and enforceable arbitration agreements that could bar or limit the likelihood of any recovery whatsoever.

1 incorporated into employees' regular rate of pay for calculating overtime. Plaintiffs' expert analyzed
2 Defendant's sample records and estimated Defendant's liability for underpaid overtime to be \$80,150.76.
3 Defendant disagrees and contends that each of these payments were discretionary. Plaintiffs' expert's
4 analysis of the records also showed that the regular rate claim does not reach the severity of what was
5 originally contemplated. Specifically, if there was any underpayment due to incorrect regular rate, only 0.3%
6 of pay periods were affected by underpayment of overtime. Additionally, Defendant argues that this claim is
7 improper for class treatment, in part, given the challenges in extrapolating this claim to the entire Class.
8 Although I believe there is merit to this claim, with conflicting interpretations on the issue, potential defenses
9 to certifying this claim, lack of written policies regarding criteria for bonus payments, and to account for
10 potential difficulties in class certification, I discounted the maximum damage exposure by 75% (\$80,150.76
11 * .25); accordingly, I arrived at **a realistic damage estimate of \$20,037.69 for the regular rate of pay**
12 **claim.**

13 23. Plaintiffs' meal period claim is based on allegations that Defendant did not provide or maintain
14 sufficient meal period practices, such that Class Members were not always permitted or able to take meal
15 periods and/or were sometimes subjected to late, short and/or interrupted meal periods without compensation
16 in lieu thereof. Plaintiffs also allege that Class Members first had to be relieved of their duties to go on a meal
17 break, but only if they had coverage, which resulted in late or missed meal breaks. The sample of time and
18 corresponding payroll records of the putative Class indicated that Defendant either failed to provide a meal
19 period or provided a short and/or interrupted meal period 465,496 times throughout the Class Period,
20 resulting in a 99.5% overall violation rate. Plaintiffs' Counsel then calculated that, in light of these violations
21 and the average hourly rate of the putative Class, Defendant had a potential liability of \$6,419,189.84
22 (465,496 unique violations² * \$13.79 per hour). Defendant nonetheless contended that many meal breaks
23 were taken and, where a violation appears, it was a result of the Class Member voluntarily choosing to forego
24 a meal period, to take it after the end of the fifth hour, or to stop his or her break early to return to work.

25
26 ² Unique meal break violations are defined as shifts with at least one of the following: (1) recorded 1st
27 meal break after the end of the 5th hour for shifts greater than 5 hours, (2) 1st meal break less than 30 minutes
28 for shifts greater than 5 hours, (3) no 1st meal breaks for shifts greater than 5 hours, or 4) no 2nd meal breaks
for shifts greater than 10 hours.

Moreover, certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods. In light of these defenses, and for purposes of settlement, Plaintiffs' Counsel discounted the potential liability by 75% ($\$6,419,189.84 \times 0.25$). **Plaintiffs' realistic damage estimate for the meal period claim is therefore \$1,604,797.46.**

24. The rest break claim is based on the allegation that Defendant did not provide or maintain sufficient rest break practices, such that Class Members were regularly required to work in excess of four consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest break violations could not be calculated since Defendant neither documented, nor is required to document, when Class Members took their required rest breaks. Therefore, in preparation for mediation, Plaintiffs' Counsel estimated that Defendant had a 50% violation rate for shifts greater than or equal to 3.5 hours in length. Plaintiffs' expert then estimated that there were approximately 276,871 unique rest break violations, resulting in a maximum potential liability of $\$3,818,051.09$ ($276,871 \text{ unique violations} \times \13.79 per hour). Defendant nonetheless contended that rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks and, significant for purposes of class certification, that this claim is individualized in nature and therefore would require declarations indicating that Class Members shared a similar experience as to rest breaks. In light of these defenses, and for purposes of settlement, Class Counsel discounted the potential liability by 90% ($\$3,818,051.09 \times 0.10$). **Plaintiffs' realistic damage estimate for the rest break claim is therefore \$381,805.11.**

25. The unreimbursed business expenses claim is based on the allegation that Defendant did not reimburse Class Members for all expenses Class Members incurred in direct consequence of the discharge of their duties. For example, Plaintiffs and the putative Class were required to use their personal cell phones for work purposes and were not reimbursed for expenses related to their cellphone use. The precise value of all necessary business expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation, Plaintiffs' Counsel estimated that Defendant should have reimbursed each Class Member approximately $\$25.00$ per month. Plaintiffs' expert then estimated that Defendant had a potential liability of

1 \$1,268,393.75. Defendant nonetheless contended that it complied with all of its reimbursement obligations,
2 and that the reimbursement claim would be difficult to certify, given the limited documentation and the
3 individualistic nature of this claim. In light of these defenses, and for purposes of settlement, Class Counsel
4 discounted the potential liability by 90% ($\$1,268,393.75 * 0.10$). **Plaintiffs' realistic damage estimate for**
5 **the unreimbursed expenses claim is therefore \$126,839.38.**

6 26. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs estimate
7 Defendant's maximum potential exposure, prior to risk-adjustment, is \$20,305,828.40, which breaks down
8 as follows: **\$7,956,278.40** for waiting time penalties for approximately 2,404 terminated Class Members in
9 the 3-year SOL; a **\$6,117,750.00** penalty for inaccurate wage statements based on approximately 2,261 Class
10 Members in the 1-year SOL; and **\$6,230,800.00** for PAGA penalties based on approximately 62,308 Pay
11 Periods and the Court assessing a \$100 penalty for each pay period containing a violation. However, I believe
12 it would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature
13 of awarding penalties and given Defendant's defenses, including without limitation, that any failure to pay
14 all final wages at the time of separation was not willful or intentional and that to the extent Plaintiffs received
15 wage statements that were allegedly inaccurate, Plaintiffs suffered no actual resulting damage or harm.
16 Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar class
17 certification or otherwise significantly reduce Defendant's overall liability for statutory and civil penalties.
18 Furthermore, considering the underlying wage claims are realistically estimated to be \$2,201,930.44,
19 awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these
20 factors, I applied a 95% discount to each penalty (resulting in **\$397,813.92** for waiting time penalties,
21 **\$305,887.50** for inaccurate wage statement penalties, and **\$311,540.00** for PAGA penalties) and accordingly
22 arrived at **a realistic damage estimate of \$1,015,241.42 for statutory and civil penalties.**

23 27. Using these estimated figures, Plaintiffs predicted **the realistic (risk-adjusted) recovery for all**
24 **claims, including penalties, is \$3,217,171.86.** This means **the \$1,750,000.00 gross settlement figure**
25 **represents roughly 54% of the total realistic recovery.** This is an excellent result for the Class, particularly
26 because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of
27 not being able to recover anything.

1 28. With regards to the PAGA claims, Plaintiffs and their Counsel believe the Settlement is a fair
2 and reasonable resolution that satisfies PAGA’s dual statutory purposes of deterrence and punishment, on
3 the one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. (Lab.
4 Code §§ 2698, *et seq.*) As a result of this litigation, Defendant has had to hire legal counsel, engage in
5 extensive informal discovery, and participate in mediation. Defendant is also now having to pay civil
6 penalties to the LWDA under the Settlement, assuming final settlement approval is granted. (Settlement,
7 ¶ 3.C.4.) Not including its own attorneys’ fees and costs as well as the employer’s share of payroll taxes,
8 Defendant will pay no less than \$1,750,000.00 to resolve this matter—of which \$90,000.00 is allocated
9 toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699 as 75%
10 (\$67,500.00) to the LWDA and 25% (\$22,500.00) to Aggrieved Employees—and the release obtained
11 under the Settlement does not preclude Aggrieved Employees from seeking remedies based on any
12 underlying individual claims they may have against Defendant or the other Released Parties. (Lab. Code
13 § 2699(i).) Moreover, Plaintiffs’ Counsel are of the opinion that because the issues here are fairly contested,
14 there is a possibility of the Court not awarding the PAGA penalties even if Plaintiffs prevailed on the merits
15 due to the largely discretionary nature of awarding PAGA penalties. Indeed, under Labor Code section 2699,
16 subdivision (e)(2), a Court can reduce PAGA penalties “if, based on the facts and circumstances of the
17 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
18 confiscatory.” (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any award granted
19 would be at the discretion of the Court and subject to a substantial reduction.

20 29. While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to
21 each cause of action. Plaintiffs also recognize that proving the amounts of wages owed to each Class Member
22 would be an expensive, time-consuming, and uncertain proposition.

23 30. The Settlement obviates the significant risk that this Court may deny certification of all or some
24 of Plaintiffs’ claims. Furthermore, even if Plaintiffs were able to pursue their claims on a class-wide basis
25 and obtain certification of all or some of the claims, continued litigation would be expensive, involving a
26 trial and possible appeals, and would substantially delay and reduce any recovery by the Class.

27 31. This Settlement avoids the risks, burdens, and the accompanying expense of further litigation.
28

1 Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-
2 wide data analysis, they have not conducted extensive formal discovery, including depositions. Moreover,
3 preparation for class certification and a trial would remain for the Parties as well as the prospect of appeals
4 in the wake of a disputed class certification ruling for Plaintiffs and/or any summary judgment ruling. As a
5 result, the Parties would incur considerably more attorneys' fees and costs through trial.

6 32. The Net Settlement Amount available for settlement payments is estimated to be *no less than*
7 \$966,666.67 for an estimated Class of 8,646 individuals.³ As a result, it is estimated each Settlement Class
8 Member will receive **an average gross benefit of approximately \$111.81** prior to tax withholdings on the
9 wage portion of payments. Considering Class Members' average hourly rate is \$13.79, **the average benefit**
10 **is roughly 8 hours of work.** This amounts to an **estimated workweek value of roughly \$4.76** for the
11 currently estimated 202,943 Workweeks. Additionally, it is currently estimated there are 2,261 **Aggrieved**
12 **Employees who will receive an estimated average of approximately \$9.95** from their \$22,500.00 total
13 share of the PAGA Amount, which results in an estimated value of **\$0.36 per workweek in the PAGA**
14 **Period** based on the currently estimated 62,308 workweeks in the PAGA Period. The actual amounts to
15 Settlement Class Members and Aggrieved Employees will vary based on each individual's duration of work
16 during the Class Period or PAGA Period, respectively; thus, those who worked longer will receive a gross
17 benefit greater than the average estimated amount. At this time, the high and low range of payments to Class
18 Members is unknown. These ranges will be calculated by the Administrator following preliminary approval
19 and receipt and processing of the Class Data and will be provided to the Court in a motion for final approval.

20 33. The proposed Settlement of \$1,750,000.00 therefore represents a substantial recovery when
21 compared to Plaintiffs' reasonably forecasted recovery. When considering the risks of litigation, the
22 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the
23 probability of appeal, it is clear the Gross Settlement Amount is within the "ballpark" of reasonableness, and
24 that preliminary settlement approval is appropriate.

25 ³ The Net Settlement Amount is at least \$1,750,000.00 less the following: \$10,000.00 for the Class
26 Representative Enhancement Payments (\$5,000.00 to each), \$45,000.00 for settlement administration costs,
27 \$90,000.00 for PAGA civil penalties to the LWDA and Aggrieved Employees, \$583,333.33 attorneys' fees
28 to Class Counsel, and up to \$55,000.00 for reimbursement of litigation costs to Class Counsel. (Settlement,
¶¶ 3.C, 5.A.)

1 THE ENHANCEMENT PAYMENTS TO PLAINTIFFS ARE REASONABLE

2 34. Throughout this litigation, Plaintiffs, who were former employees of Defendant, have
3 cooperated immensely with my office and the office of co-counsel and have taken many actions to protect
4 the interests of the Class. Plaintiffs provided valuable information regarding their hours worked, and what
5 duties were performed during those hours. Plaintiffs also provided information regarding meal periods taken
6 and missed by Plaintiffs and other Class Members. Plaintiffs participated in decisions concerning this action
7 and provided my office and the office of co-counsel with the names and contact information of potential
8 witnesses in this action. Before we filed this case, Plaintiffs worked with my office and the office of co-
9 counsel to determine the viability of their claims. Plaintiffs also provided information and documents relating
10 to their employment by Defendant. The information and documentation provided by Plaintiffs were
11 instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided
12 for in the Settlement would have been impossible to obtain without their participation.

13 35. At the same time, Plaintiffs faced many risks in adding themselves as the named Plaintiffs in
14 this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public record
15 in an employment lawsuit could also very well affect their likelihood for future employment. For example,
16 a search of Plaintiffs' name will reveal this action, and as a result, many employers may likely forego
17 hiring Plaintiffs in learning they sued a former employer.

18 36. In turn, Class Members can now participate in a settlement, reimbursing them for wage
19 violations they may have never known about or been willing to pursue on their own. If each Class Member
20 would have tried to pursue legal remedies on their own, that would have resulted in each having to expend a
21 significant amount of their own monetary resources and time, not to mention limited judicial resources, which
22 were obviated by Plaintiffs putting themselves on the line on behalf of the Class.

23 37. In all, this class action would not have been possible without the aid of Plaintiffs, who put their
24 own time and effort into this litigation and placed themselves at risk for the sake of the Class. The requested
25 service payment to Plaintiffs for their service as the Class Representative are relatively small amounts of
26 money considering the time and effort put into the litigation and compared to enhancements granted in other
27 class actions. The requested enhancement payments are therefore reasonable to compensate Plaintiffs for
28

1 their active participation in this lawsuit, in addition to their general release of claims, both known and
2 unknown, and waiver of section 1542 rights.

3 MY EXPERIENCE AND QUALIFICATIONS

4 38. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law
5 School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an
6 Active Member in good standing continuously since then. I have been selected to Super Lawyers each year
7 from 2019 to 2023.

8 39. I co-founded Moon & Yang, APC—now Moon Law Group, PC—in March 2010. My practice
9 is focused exclusively on advocating for the rights of employees in wage and hour litigation, almost entirely
10 in class and/or representative actions.

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

15 41. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage and hour
16 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
17 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
18 <http://www.laffeymatrix.com/see.html> [last visited Jan. 2, 2025].) The Laffey Matrix is a “well-established
19 objective source for rates that vary by experience” used by the District of Columbia. (*In re HPL Tech., Inc.*
20 *Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is
21 attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate upwards based on
22 “locality pay differentials” and the location of counsel’s office in California to determine whether counsel’s
23 rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on
24 an approximate difference of 9% between the locality pay differential of the District of Columbia and San
25 Francisco, California, where counsel’s office was located].) To determine the locality pay differential, the
26 Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.*
27 at 921–22.) Using the same method here and based on firm’s location in Los Angeles, California, the current
28

1 locality pay differential of the Los Angeles-Long Beach area is 36.47% and of the Washington-Baltimore-
2 Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary
3 Plan of Los Angeles-Long Beach, CA, Effective January 13, 2025 *with* Judiciary Salary Plan of Washington-
4 Baltimore-Arlington, Effective January 13, 2025.) True and correct copies of the Los Angeles-Long Beach,
5 CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**,
6 respectively. Based on my 17 years of experience, my Laffey Matrix rate with a 2.6% adjustment is
7 \$971.98 per hour (\$948 Laffey Matrix rate + (2.5% x \$948)) (*See* Exh. 6.). Accordingly, my current billing
8 rate of \$950.00 per hour is reasonable.

9 42. I am experienced in prosecuting and defending employment matters, particularly class actions
10 and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour,
11 and working conditions violations. In addition to the present case, I am also class counsel for other wage and
12 hour class action lawsuits pending in various California counties, including in state and federal courts. The
13 following is a list of some of our recent class action settlements that have received preliminary and final
14 approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel);
15 *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel);
16 *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v.*
17 *Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart*
18 *Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC
19 No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No.
20 PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No.
21 BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC*
22 (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650;
23 lead counsel) (in approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show
24 that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current
25 rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No.
26 BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-
27 2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC
28

No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

LILIT TER-ASTVATSATRYAN'S EXPERIENCE AND QUALIFICATIONS

43. Lilit Ter-Astvatsatryan is a Partner at Moon Law Group, PC. Since she was admitted to the California Bar, her practice has exclusively focused on labor and employment class action lawsuits involving California and federal labor laws. Prior to her employment at Moon Law Group, PC, she worked at Setareh Law Group, where she worked with Senior Counsel and mentor H. Scott Leviant on over 80 class actions.

44. Mr. Ter-Astvatsatryan received her Juris Doctorate from the University of California, Hastings College of the Law in 2017, where she served as a Symposium Editor for the Hastings Race and Poverty Law Journal and a Teaching Assistant to the Legal Research & Writing and Legal Analysis programs. In law school, she served as a Judicial Extern to the Honorable Patrick J. Walsh of the United States District Court, Central District of California.

45. Ms. Ter-Astvatsatryan received her undergraduate degree in 2014 from the University of California, Los Angeles with a Bachelor of Arts degree in Anthropology and a minor in English Literature.

46. Ms. Ter-Astvatsatryan's billing rate is \$850.00 per hour, which is her usual hourly rate in wage and hour litigations. Based on Ms. Ter-Astvatsatryan's nearly 8 years of experience, her Laffey Matrix rate with a 2.5% adjustment is \$859.98 per hour (\$839 Laffey Matrix rate + (2.5% x \$839)). (See Exh. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Ter-Astvatsatryan's billing rate of \$850.00 per hour is reasonable.

47. As a partner working solely on wage and hour class action cases, she has been involved in all aspects of complex litigation, including assisting in class certification motions in the following cases:

- (a) Macario Gonzalez v. Metcon TI, Inc., Alameda Superior Court, Case No. RG19015589 [after class certification motion was filed, the parties attended mediation and ultimately resolved the matter on a class wide basis];
- (b) Miguel Angel Lopez Cuadras v. R.C. Wendt Painting, Inc., Los Angeles Superior Court, Case No. BC705964 [after class certification motion was entirely briefed, the parties attended mediation and ultimately resolved the matter on class wide basis]; and
- (c) Noe Armendariz v. Kinkisharyo International, LLC, United States District Court, Central District of California, Case No. 2:19-cv-08757-JAK-KS [motion for class certification filed, decision pending].

48. Additionally, the following is a list of cases where she briefed preliminary and final approval motions of class action settlements that were ultimately granted by each respective Court:

- (a) Ana Rose De Jesus, et al. v. Philippine National Bank, et al, Los Angeles Superior Court, Case No. BC673024;
- (b) Andres De La Riva Sotelo v. Belfor USA Group, Inc., Los Angeles Superior Court, Case No. BC688895;
- (c) Carlos Vertti v. Bagcraft Papercon III, LLC, et al., Los Angeles Superior Court, Case No. 19STCV12729;
- (d) Christopher Thurman v. Wanton Group SP, LLC, et al, Los Angeles Superior Court, Case No. 19STCV18772;
- (e) Francisca Velasco v. Paige, LLC, Los Angeles Superior Court, Case No. 19STCV12114;
- (f) Jose Montoya v. The Golden 1 Credit Union, Sacramento Superior Court, Case No. 34-2018-00228252;
- (g) Malu Vaesau v. Double AA Corporation, San Francisco Superior Court, Case No. CGC-19-572598;
- (h) Tyler Jones v. Citiguard, Inc., Los Angeles Superior Court, Case No. BC664890;

1 and

- 2 (i) Venancio Miranda v. Maximum Nursery, Inc., Santa Barbara Superior Court, Case
3 No. 19STCV06041;

4 49. In addition to her work on complex litigation matters and class actions, she has authored
5 published articles on California labor laws, including:

- 6 (a) Lilit Ter-Astvatsatryan and H. Scott Leviant, Where Troester Stops Not Even
7 Troester Knows, Daily Journal (Los Angeles & San Francisco), July 2, 2019; and
8 (b) Lilit Ter-Astvatsatryan and H. Scott Leviant, Unaccounted Time: Reading the Tea
9 Leaves of Troester, Daily Journal (Los Angeles & San Francisco), September 12,
10 2018.

11 MICHAEL CITRIN'S EXPERIENCE AND QUALIFICATIONS

12 50. Michael Citrin is an associate attorney at Moon Law Group, PC. Mr. Citrin advocates for
13 employees in both state and federal court in employment and related litigation. Since joining Moon Law
14 Group, PC, his practice has focused on wage-and-hour actions involving claims related to unpaid overtime
15 and minimum wages, meal and rest break violations, unreimbursed business expenses, improper wage
16 statements, and unfair business practices, as well as discrimination claims rising under California law.

17 51. Mr. Citrin received his B.A. in Literature and Linguistics with honors from The Macaulay
18 Honors College at Hunter, CUNY. He received his Juris Doctorate and Public Interest Certificate from
19 University of Southern California, Gould School of Law ("USC"). While in law school, Mr. Citrin
20 participated in the Hale Moot Court honors program and worked as a student clinician for USC's Post-
21 Conviction Justice Project. Mr. Citrin also worked as a TA for a Poverty Law class. Following law school,
22 Mr. Citrin worked as an immigration defense attorney, advocating for individuals in removal proceedings.
23 Immediately prior to joining Moon Law Group, Mr. Citrin was a Deputy Federal Public Defender,
24 representing indigent individuals accused of federal crimes in the Central District of California.

25 52. Mr. Citrin became an Active Member of the State Bars of California in 2020 and has been an
26 Active Member in good standing continuously since then. He is also admitted to practice in the United States
27 District Court for the Eastern, Southern, and Central Districts of California.

1 53. Mr. Citrin's billing rate is \$600.00 per hour, which is his usual hourly rate in wage and hour
2 litigations. Based on Mr. Citrin's 4 years of experience, his Laffey Matrix rate with a 2.5% adjustment is
3 \$595.53 per hour (\$581 Laffey Matrix rate + (2.5% x \$581)). (See Exh. 6.) As compared to the Laffey
4 Matrix rate, Mr. Citrin's billing rate of \$600.00 per hour is reasonable.

5 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

6 54. As demonstrated by the foregoing, my office is qualified to handle this litigation because we
7 are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative
8 actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage and
9 hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval.
10 Including myself, Moon Law Group, PC is comprised of approximately 30 attorneys, all of whom are
11 actively and continuously practicing employment litigation, representing almost entirely employee-
12 plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts
13 throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a
14 high level of skill and knowledge in wage and hour class actions, PAGA representative actions, and labor
15 and employment law generally, the substantive (state and federal) and procedural law of which is
16 frequently evolving.

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

23 56. The foregoing experience of myself and other attorneys of Moon Law Group, PC is helpful in
24 assessing the reasonableness of settlements, such as the one at issue here, and from this experience we
25 concluded that this litigation could not have been settled on better terms than provided under the Settlement.

26 57. I respectfully submit that the attorneys of Moon Law Group, PC, myself included, are well
27 suited to act as Class Counsel in this action, and we have, and will continue to, vigorously represent the
28

1 interests of the Class. To my knowledge, we do not have any conflicts of interest with Plaintiff, other Class
2 Members, or the proposed Settlement Administrator, and we are not related to Plaintiff. We respectfully
3 request to be appointed as Class Counsel, for settlement purposes.

4 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

5 58. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to 33.33%
6 of the Gross Settlement Amount, currently estimated to be \$583,333.33. (Settlement, ¶ 3.C.5.) The proposed
7 award of attorneys' fees can be justified under either the lodestar method or the percentage/common-fund
8 recovery method. Plaintiffs' Counsel, however, intend to base the proposed fees award on the percentage
9 method, as many of the entries in the time records will have to be redacted to preserve attorney-client and
10 attorney work product privileges.

11 59. Pursuant to a joint prosecution and fee-sharing agreement between the two law firms
12 representing Plaintiffs, and as consented to in a signed writing by Plaintiffs (the "JPA"), the firms will split
13 the award for attorneys' fees with 60% to my office and 40% to Farnaes & Lucio, APC, regardless of the
14 amount awarded or whether the award is based on a common fund or lodestar analysis. As to costs, the JPA
15 states that the two firms will be reimbursed in full to the extent possible for their respective costs actually
16 incurred.

17 60. I am informed and believe that the fees and costs provision in the Settlement is reasonable. The
18 fee percentage requested is less than that charged by my office for most employment cases. Moreover, my
19 office invested significant time and resources into the case, with payment deferred to the end of the case, and
20 then, of course, contingent on the outcome.

21 61. It is further estimated that my office will need to expend at least another 50 to 100 hours to
22 monitor the administration process leading up to the final approval, prepare for final approval, and oversee
23 distribution to the Class following final approval. My office also bears the risk of taking whatever actions
24 are necessary should Defendant fail to pay.

25 62. The risk to my office has been very significant, particularly if we would not be successful in
26 pursuing this class action. In such instance, we would have been left with no compensation for all the time
27 taken in litigating this case due to the contingency fee arrangement. Indeed, I have taken on a number of class
28

1 action cases that have resulted in thousands of attorney hours being expended and ultimately having the
2 defendant company going bankrupt during litigation. The contingent risk in these types of cases is very real
3 and occurs regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which
4 could have resulted in a larger, and less risky, monetary gain.

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

14 64. My office invested significant time and resources into the case, with payment deferred to the
15 end of the case, and then, of course, contingent on the outcome. My office's efforts have included, and will
16 include following preliminary and final approval, without limitation, the following:

- 17 (a) Numerous interviews with Plaintiff Trujillo and review of documents provided by her;
- 18 (b) Legal research and investigation regarding Defendant's business and employment practices at
19 numerous points in the litigation;
- 20 (c) Preparation and submission of Plaintiff Trujillo's PAGA notice letter;
- 21 (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint and
22 subsequent amended complaints;
- 23 (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel regarding
24 mediation and to obtain relevant documents and information through informal discovery;
- 25 (f) Research and preparation of Plaintiffs' mediation brief;
- 26 (g) Analysis of the discovery production and preparation of a damages model with the aid of a
27 statistics expert;
- 28

- 1 (h) Attendance and active participation at three full day mediations;
- 2 (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- 3 (j) Preparation of the motion for preliminary approval and the accompanying filings;
- 4 (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- 5 (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice
- 6 mailing, Class responses, and preliminary and final calculations;
- 7 (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and
- 8 accompanying filings;
- 9 (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and then
- 10 monitoring of the distribution of funds following final approval; and
- 11 (o) Anticipated responding to Class Member inquiries and communicating with Plaintiff Trujillo
- 12 regarding the case.

13 65. Through the efforts of my office, the office of co-counsels, and Plaintiffs in this case, a fair and

14 reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant

15 of *no less than* \$1,750,000.00 to compensate Class Members for the alleged unlawful wage and hour

16 practices. I am informed and believe that, without the efforts of my office, the office of co-counsel, or

17 Plaintiffs, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone

18 completely unremedied.

19 I declare under penalty of perjury under the laws of the State of California and the United States that

20 the foregoing is true and correct. Executed on May 16, 2025, at Los Angeles, California.

21

22 _____

23 Kane Moon

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27

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