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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SHAWNA M. LYND, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

KORDA CONSTRUCTION CO., a California corporation dba THE KORDA GROUP; R.P.K DEVELOPMENT CORPORATION, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV41128

Assigned For All Purposes To The Honorable Laura A. Seigle, Department 17

REPRESENTATIVE PAGA ACTION

DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT

[*Filed with Notice of Motion and Motion for Approval of PAGA Settlement, the Declarations of Plaintiff and Jodey Lawrence, [Proposed] Order and Judgement Granting Plaintiff's Motion to Approve PAGA Settlement*]

PAGA APPROVAL HEARING:
Date: February 18, 2026
Time: 9:00 a.m.
Department: 17

Action Filed: November 9, 2021
FAC Filed: July 13, 2022
Trial Date: Not Set

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all the Courts of the State of California and am one of the attorneys of record for Plaintiff Shawna M. Lynd ("Plaintiff"). I have personal knowledge of the facts set forth in this declaration and if called as a witness, I could and would testify competently to them under oath.

2. This is a 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 seeks approval of the PAGA Settlement Agreement (the "Settlement," "Agreement," or "Settlement Agreement") entered into with Defendants Korda Construction Co. dba The Korda Group and R.P.K. Development Corporation ("Defendants") (collectively with Plaintiff, the "Parties"), which, once approved, will fully resolve the claims in the above-captioned litigation (the "Action"). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**.

CASE BACKGROUND AND PROCEDURAL HISTORY

3. Defendants are property management companies that own residential and commercial properties throughout the States. Plaintiff worked for Defendants from November 2012 through May 2021, as Assistant Manager for Defendants' Senior Apartment Communities. Plaintiff was classified as non-exempt and paid on an hourly basis throughout her employment with Defendants. Plaintiff contends both she and her former coworkers were subjected to the same unlawful labor practices during their employment by Defendants.

4. On November 7, 2021, Plaintiff submitted a PAGA notice of alleged Labor Code violations to Defendants and the California Labor and Workforce Development Agency (the "LWDA"). A true and correct copy of Plaintiff's PAGA notice is attached hereto as **Exhibit 2**. At the time of the filing of the complaint, 65 days had lapsed since Plaintiff provided notice, and the LWDA had not indicated that it intended to investigate Defendants' Labor Code violations discussed in the notice.

5. On November 9, 2021, Plaintiff also filed a class action complaint against Defendants alleging Defendants systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation (3) failed to provide meal periods, (4) failed to authorize and permit rest breaks; (5) failed to indemnify

necessary business expenses, (6) failed to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, and 8) engaged in unfair business practices.

6. Following service of the complaint, Defendant's Counsel provided Plaintiff's Counsel with a signed arbitration agreement by Plaintiff. Plaintiff subsequently dismissed Plaintiff's class and individual claims. On July 13, 2022, Plaintiff filed a First Amended Complaint ("Operative Complaint") with a claim for civil penalties under PAGA.

7. On June 26, 2025, the Parties participated in a mediation before Michael Ludwig, Esq., which resulted in a settlement between the Parties on Plaintiff's individual and representative PAGA claims.

8. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

9. The Parties, Plaintiff's Counsel, and Counsel for Defendants represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

DISCOVERY AND INVESTIGATION

10. Following the filing of the Operative Complaint, the Parties agreed to mediate the Action and further agreed to a protocol for an informal exchange of documents and information before mediation. Prior to mediation, the Parties engaged in informal discovery, including an exchange of data and demographic information, which allowed the Parties to meaningfully mediate this matter. Specifically, prior to mediation, Defendants provided time and pay data for Aggrieved Employees and documents regarding Defendants' written employment policies.

11. After reviewing and analyzing the documents regarding Defendants' wage and hour policies and practices, the Aggrieved Employees' time and pay records, and other information provided by Defendants and Plaintiff, Plaintiff's Counsel were able to evaluate the probability of success on the merits and Defendants' maximum and risk-adjusted monetary exposure. Plaintiff's Counsel retained an expert to analyze the records produced and prepare a damage analysis prior to mediation. The time and pay records produced contained 86,446 shifts that employees worked (representing roughly 86.80% of total shifts worked in the PAGA Period), which allowed the expert to prepare an analysis with a high degree of certainty. In conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the

applicable law regarding the claims and defenses asserted in the litigation. Thus, Plaintiff and her Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS

12. On June 26, 2025, the Parties participated in private mediation before Michael Ludwig, Esq., an experienced, professional mediator. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendants' defenses, the Parties reached a settlement, the material terms of which are encompassed within the Settlement Agreement. The Parties recognized that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. Plaintiff and her Counsel considered the risk and uncertainty of the outcome inherent in any litigation when determining whether this Settlement was the correct option.

13. In compliance with Labor Code section 2699, subdivision (*l*)(2), Plaintiff's Counsel submitted to the LWDA a notice of settlement and a copy of the proposed Settlement Agreement. A true and correct copy of the LWDA's acknowledgment of receipt thereof is attached hereto as **Exhibit 3**. To date, the LWDA has not made any objection regarding the proposed Settlement known to Plaintiff's Counsel.

14. The Settlement Agreement includes all individuals who are or previously were employed by Defendants in the State of California and classified as non-exempt or hourly-paid employees at any time during the PAGA Period. ("Aggrieved Employees"). (Settlement Agreement, ¶ 2.) The PAGA Period is the period from May 9, 2021 through September 15, 2025. (*Id.* at ¶ 9.)

15. The Settlement Agreement provides Defendants will not oppose a request of up to one-third (1/3) of the Gross Settlement Amount ($58,333.33) for Plaintiffs' Counsels' attorneys' fees, plus reimbursement for out-of-pocket litigation costs not to exceed $20,000.00 (the "Attorney Fees and Costs"). (*Id.* at ¶ 13.d.) Any portion of the Attorney's Fees and Costs not awarded to Plaintiff's Counsel will be

added to the PAGA Penalties Fund. (*Id.*) At this time, Plaintiff's Counsel's actual costs are $17,527.66, and a true and correct copy of the litigation costs to-the-date is attached hereto as **Exhibit 4**.

16. The Settlement Agreement provides the Settlement Administrator will be paid Administration Costs not to exceed $4,295.00 for its fees and expenses in administering this Settlement based on the approximate number of 221 Aggrieved Employees. (*Id.* at ¶ 15.) The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees. (*Id.*) The Parties jointly appoint Phoenix Class Action Administration Solutions, as the neutral entity to administer this Settlement based on its bid of $4,295.00. (*Id.* at ¶ 15.) A true and correct copy of the bid is attached hereto as **Exhibit 5**.

17. The Settlement Agreement provides that Plaintiff, will be paid an Enhancement Award of $7,500.00, subject to approval by the Court. (*Id.* at ¶ 14.)

18. After deducting the Attorneys' Fees and Costs, the Enhancement Award, and Settlement Administrator Costs, in the amounts approved by the Court, the remainder will be allocated to the Net Settlement Amount and distributed as 75% to the LWDA ("LWDA Payment") and 25% to the Aggrieved Employees as Individual Settlement Shares. (*Id.* at ¶¶ 6, 13.)

19. Defendants estimate that there are approximately Nine Thousand (9,000) Pay Periods during the PAGA Period. If that number is higher by more than fifteen percent (15%) (more than a total of 10,350), then the Gross Settlement Amount will be increased proportionately for any amount above 15%. For example, if the number is sixteen percent (16%) higher, then the Gross Settlement Amount will be increased by one percent (1%). (*Id.* at ¶ 13.c.) In the alternative, Defendants may elect to advance the end date of the PAGA Period to correspond to the last date on which the total number of Pay Periods was not in excess of 10,350. (*Id.*)

20. Within thirty (30) calendar days after entry of the Order and Judgment, Defendants will deposit the Gross Settlement Amount into the QSF to be established by the Settlement Administrator. (*Id.* at ¶ 18.) Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency, to be distributed to the LWDA in four equal installments, the first payment due at the same time as the funding of the Settlement, and then each remaining installment due every thirty days thereafter, until all installments

have been paid; (c) Plaintiff's Counsel; and (d) itself. (*Id.*)

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

21. Based on Plaintiff's expert's analysis of the time and payroll records provided by Defendants and on information from Plaintiff, Plaintiff's Counsel evaluated Defendants' maximum and risk-adjusted potential exposure. Although Plaintiff's expert's analysis revealed that the time and payroll records supported several violations by Defendants, the records themselves did not provide overwhelming evidence to support the case on a class-wide basis. However, the existence of several violations supports a settlement on a representative basis.

22. Based on its records, Defendants estimate that there were 221 Aggrieved Employees during the relevant period as of June 26, 2025. Defendants also represent that there were approximately 9,000 pay periods worked during the relevant time period. (Settlement, ¶ 13.c.) Prior to mediation, Plaintiff's expert analyzed a sample of the time and payroll records for 221 employees that Defendants had produced and accordingly, was able to confirm Plaintiff's allegations.

23. Off-the-Clock/Unpaid Minimum Wages and Overtime Claims. Plaintiff alleges that Defendants failed to pay Plaintiff and the Aggrieved Employees for all compensable time worked. For example, employees were required to use their personal cellphones to communicate about work matters outside of scheduled working hours and were not compensated for that time. Employees were also required to undergo COVID-19 screenings off the clock, yet were not always paid for the time spent completing those screenings. In addition, Plaintiff alleges that employees were required to keep their walkie-talkies with them during meal breaks, which prevented them from being relieved of all duties, but they were not paid for those interrupted meal periods. Defendant contends that all time worked was compensated and that Aggrieved Employees were not permitted to work off-the-clock. Moreover, there is no apparatus that can be used to prove this claim on the merits as there are no records to be used as evidence.

24. Meal Break Claims. Plaintiff alleges that Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end

of the fifth hour of work or tenth hour of work. The review of the records reflected 10.5% net meal-break violation rate across all shifts over five hours. While Plaintiff anticipated some noncompliance given the nature of the work, the actual rate was lower than expected. The findings support the Parties' conclusion that there was meaningful litigation risk on this claim and that continued litigation would involve substantial disputed factual and legal issues regarding whether meal periods were timely provided, waived, or otherwise compliant.

25. Rest Break Claims. Plaintiff alleges that Defendants wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. However, Defendant argues that Aggrieved Employees voluntarily chose to forego some rest periods. Additionally, since rest breaks do not have to be recorded and Defendant did not require Aggrieved Employees to record their rest breaks, there are no records to establish the rest period claim on the merits.

26. Regular Rate Claims. Plaintiff alleges that Defendants did not incorporate all remunerations in the calculation of the regular rate. The payroll analysis indicated that approximately 48% of pay periods included overtime worked during periods in which employees also received additional forms of compensation. The analysis ***assumed*** that these payments (such as bonuses, commissions, and lodging-related amounts) were non-discretionary and therefore should have triggered regular-rate adjustments. Under that assumption, the estimated underpayments totaled $65,271 for overtime and $125,330 for sick-pay calculations across the PAGA period. However, Plaintiff recognizes that this assumption may not reflect how these payments would ultimately be classified in litigation. Establishing that each category of additional compensation was in fact non-discretionary-and therefore required inclusion in the regular rate-would likely be contested and difficult to prove, requiring individualized evidence regarding the nature, purpose, and conditions of each payment type. Defendant disputes that these payments were non-discretionary, and the underlying records do not, on their face, resolve these classification questions.

27. Reimbursement of Necessary Expenses. Plaintiff alleges that throughout the statutory period, Defendants required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement. Plaintiff and the Aggrieved Employees were required to use their own personal cellular telephones for work. Further, Plaintiff and the Aggrieved Employees regularly used their own vehicles relating to their work, but Defendants did not reimburse them for all expenses related to the use of the vehicle, including mileage. However, Defendant contends it complied with all its reimbursement obligations.

28. Failure to Timely Pay Wages at Termination, Furnish Accurate Itemized Wage Statements, and Pay All Earned Wages Twice Per Month. Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods. Throughout the statutory period, Defendants also failed to provide wage statements to Plaintiff and the Aggrieved Employees that include a proper and correct corporate name. For example, the wage statements included the name "The Korda Group", when in-fact that is not a proper corporate entity. Defendants also intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked. Lastly, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

29. Many of Plaintiff's allegations (i.e. off the clock claim, meal and rest break claims, reimbursement claims, etc.) would largely need to be supported by declarations from Aggrieved Employees. However, obtaining such declarations potentially would reveal that each Aggrieved Employee had a different experience. The individualized nature of employees' employment experiences and the numerosity of employees affected present significant risk with manageability and proof on the merits.

30. Based on an evaluation that assumes a "catch-all" $100 civil penalty to each pay period (using an estimated total of 9,000 pay periods), Defendants' maximum potential exposure in this Action for civil penalties under PAGA is estimated to be $900,000.00 for a single Labor Code violation. However, Defendants have not been subject to any prior court judgments or Labor Commissioner order placing it on notice of any violation pertaining to the claims Plaintiff has asserted. In *Bernstein v. Virgin America Inc.*, the Ninth Circuit essentially reiterated the 2008 holding in a California state appeal (*Amaral v. Cintas Corp. No. 2*), holding that heightened penalties for "subsequent violations" under PAGA cannot be imposed until the Labor Commissioner or a court notifies the employer in question of the Labor Code violation(s) at issue. Specifically, the court stated that, "[u]ntil the employer has been notified that it is violating a Labor Code provision (whether or not the Commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties." (163 Cal.App.4th at 1209; see also *Bernstein v. Virgin America, Inc*., 990 F. 3d 1157, 1173 (9th Cir. 2021) (the employer "was not notified by the Labor Commissioner or any court that it was subject to the California Labor Code until the district court partially granted Plaintiffs' motion for summary judgment"); *Steenhuyse v. UBS Fin. Servs., Inc*., 317 F. Supp. 3d 1062, 1067 (N.D. Cal. 2018) ("California law is clear that a 'subsequent violation' level applies only to violations after the employer is on notice that its continued conduct is unlawful"). Therefore, Defendants argued that Plaintiff should only be entitled to recovery of an initial $100 penalty under PAGA and no "subsequent violation" penalties. Defendants also argued that Plaintiffs would not be entitled to "stacking" of PAGA penalties for multiple Labor Code violations. "Stacking" refers to the ability of a PAGA plaintiff to recover multiple PAGA civil penalties (for each separate Labor Code violation) in one pay period. While we argued that "stacking" is permissible, citing *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, which has suggested that "stacking" is permissible, Defendants countered that other cases have held precisely the opposite. (*See, e.g.,*

Castillo v. ADT (E.D. Cal. Jan. 24, 2017) Case No. 2:15-383 WBS DB, 2017 U.S. Dist. LEXIS 10579; *Smith v. Lux Retail North America, Inc.* (N.D. Cal. June 13, 2013) Case No. 13-1579 WHA, 2013 U.S. Dist. LEXIS 83562.)

31. Moreover, although Plaintiff's Counsel believe there is merit to Plaintiff's allegations, we acknowledge a legitimate controversy exists as to Plaintiff's allegations. Defendants argue it properly paid employees for all hours worked and maintains its compliance with all its meal and rest period obligations. Additionally, Defendants contend that any bonuses and/or incentive pay were entirely discretionary and not required to be included in the regular rate. Therefore, the regular rate of pay was always properly calculated for purposes of paying overtime, sick pay, and meal premiums. Further, Defendants explicitly contend that employees who worked between five (5) and six (6) hours and did not receive a meal break, and employees who worked between ten (10) and twelve (12) and did not receive a second meal break signed meal break waivers. Defendants further contend that to the extent there were any violations, Defendants paid meal premium and rest break payments. To the employees who received wage statements that were allegedly inaccurate, Defendants assert they suffered no actual damage or harm as a result. Defendants also paid reimbursements in accordance with the law.

32. Another crucial factor considered in evaluating the value of this Action is that, as in any PAGA action, all PAGA awards are discretionary and can be reduced by the Court. (Lab. Code § 2699(e).) Under Labor Code section 2699, subdivision (e)(2), a Court can reduce PAGA penalties "if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (*Id.*) Thus, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction. Plaintiff's Counsel took all the foregoing issues and risks into consideration when valuing Defendants' realistic exposure had the Parties not reached a settlement.

33. Plaintiff recognizes that, although she believes there would be no persuasive grounds to reduce the penalties, the Court could determine otherwise and significantly reduce the PAGA penalties. This wide range of potential recovery and the additional delays and risks of trial provide justification to settle for a reasonable amount of recovery at this point in the litigation.

34. Based on the foregoing, it is reasonable to assume, for resolution purposes, that a violation occurred in approximately one-quarter of all pay periods resulting in a realistic (*risk-adjusted*) exposure of **$225,000.00** ($900,000.00 x 25%).

35. Based on the foregoing, the $175,000.00 settlement is an excellent result and amounts to "genuine and meaningful" relief "consistent with the underlying purpose of the statute to benefit the public" as it represents approximately **77.78%** of Plaintiff's realistic recovery. (*Villalobos v. Calandri Sonrise Farm LP* (C.D. Cal., July 22, 2015, No. CV 12-2615 PSG (JEMx)) 2015 WL 12732709, at *5; *see also O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135.) This is an excellent result, particularly because, under the Settlement Agreement, Aggrieved Employees will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

36. After deducting the Attorneys' Fees and Costs to Plaintiff's Counsel, the Enhancement Award to Plaintiff, and Settlement Administration Costs, the amount estimated in the Net Settlement Amount for the LWDA and the Aggrieved Employees is **$887,344.01**.[1] The Net Settlement Amount will be split with 75% going to the LWDA ("LWDA Payment") and 25% going to the Aggrieved Employees on a *pro rata* basis as Individual Settlement Shares. (Settlement Agreement, ¶ 13.) The Settlement Administrator will use the following formula: pro rata share of the PAGA Penalties Fund = 25% of PAGA Penalties Fund × [Pay Period Worked by Individual Aggrieved Employee During the PAGA Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period]. (Settlement Agreement, ¶ 13.b.) Accordingly, approximately **$21,836.00** will be available to the estimated 221 Aggrieved Employees, which results in an average payment of **$98.813** and an estimated pay period value of **$2.43** based on 9,000 estimated pay periods. The amount to each Aggrieved Employee will vary based on each individual's duration of employment in the PAGA Period; thus, those who worked longer for Defendants during the relevant period will receive a benefit greater than the average estimated amount.

37. Plaintiff's Counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and on their own independent investigation and evaluation, Plaintiff's Counsel

[1] The Net Settlement Amount is estimated to be $175,000.00 minus: $58,333.33 for attorneys' fees, $17,527.66 for litigation costs, $4,295.00 for the Administration Costs, and $7,500.00 for the Enhancement Award. (*See* Settlement Agreement, ¶ 3.2.)

are of the opinion that the Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that could be asserted by Defendants on the merits, the Settlement is in the best interests of the Aggrieved Employees.

38. Plaintiff's Counsel considered the risk of not being able to proceed on a representative basis at all due to the potential manageability issues, the risk of not prevailing at trial, and the risk that even if Plaintiff prevailed at trial, the damages would be limited due to the largely discretionary nature of the damages. Indeed, pursuant to Labor Code section 2699, subdivision (e)(2), a Court may reduce PAGA penalties "if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any award granted would be at the Court's discretion and subject to a substantial reduction.

39. The Settlement avoids the risks, burdens, and the accompanying expense of further litigation. Although the Parties have engaged in a significant amount of investigation, informal discovery, and employee data analysis, they have not participated in substantial formal discovery procedures, including depositions and expert discovery. Moreover, preparation for trial would remain for the Parties as well as the prospect of appeals in the wake of any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

MY EXPERIENCE AND QUALIFICATIONS

40. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an Active Member in good standing continuously since then. I have been selected to Super Lawyers each year from 2019 to 2025.

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

42. For the past decade, I have built my practice to have an emphasis on employment and related civil litigation cases and have both prosecuted and defended employment-related litigation cases. I have

been heavily, successfully, and continuously involved in active litigation and trial work, and have conducted bench and jury trials on behalf of both employees and employers in wage and hour cases.

43. My current billing rate is $950.00 per hour. A $950.00 per hour rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix, http://www.laffeymatrix.com/see.html [last visited Jan 13, 2025].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (*See, e.g.*, *id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is $971.98 per hour ($948 Laffey Matrix rate + (2.53% x $948)). Accordingly, my current billing rate of $950.00 per hour is reasonable

44. I am experienced in prosecuting and defending employment matters, particularly class actions as well as PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage and hour class action lawsuits pending in various counties throughout California, including in state and federal courts. The following is a list of some of our recent class action settlements that have

received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc*. (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc*. (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) ($750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my $650 hourly rate in that case, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys"); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc*. (LASC 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

47. 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.

48. 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.

49. 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

50. 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 eight 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.

51. 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].

52. 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; and

(i) *Venancio Miranda v. Maximum Nursery, Inc*., Santa Barbara Superior Court, Case No. 19STCV06041.

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

(a) Lilit Ter-Astvatsatryan and H. Scott Leviant, Where Troester Stops Not Even Troester Knows, Daily Journal (Los Angeles & San Francisco), July 2, 2019; and

(b) Lilit Ter-Astvatsatryan and H. Scott Leviant, Unaccounted Time: Reading the Tea Leaves of Troester, Daily Journal (Los Angeles & San Francisco), September 12, 2018.

<u>MICHAEL CITRIN'S EXPERIENCE AND QUALIFICATIONS</u>

54. Michael Citrin is an associate attorney at Moon Law Group, PC. Mr. Citrin advocates for employees in both state and federal court in employment and related litigation. Since joining Moon Law Group, PC, his practice has focused on wage-and-hour actions involving claims related to unpaid overtime and minimum wages, meal and rest break violations, unreimbursed business expenses, improper wage

statements, and unfair business practices, as well as discrimination claims rising under California law.

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

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

57. Mr. Citrin's billing rate is \$650.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Citrin's 2 years of experience, his Laffey Matrix rate with a 2.5% adjustment is \$595.53 per hour (\$581 Laffey Matrix rate + (2.5% x \$581)). (*See* Exh. 6.) As compared to the Laffey Matrix rate, Mr. Citrin's billing rate of \$650.00 per hour is reasonable.

<u>PAGA COUNSEL'S EXPERIENCE AND QUALIFICATIONS</u>

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

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

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

61. I do not believe that I, or any other attorneys of my firm, have any conflicts of interest with the named Plaintiff, other Aggrieved Employees, or the proposed Settlement Administrator. I am not related to Plaintiff. I respectfully submit that Moon Law Group, PC is competent and well suited to act as Plaintiff's Counsel in this action, and we have and will continue to vigorously represent the interests of the Aggrieved Employees.

REQUEST FOR ATTORNEYS' FEES AND COSTS

62. The proposed award of attorneys' fees to Plaintiff's Counsel ($58,333.33) can be justified under either the lodestar method or percentage recovery method. Plaintiff's Counsel, however, based the requested award of fees on the percentage method.

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

Attorney	**Rate**	**Hours**	**Lodestar**
Kane Moon	$950.00	19.5	$18,525.00
Lilit Ter-Astvatsatryan	$850.00	33.2	$28,220.00
Michael Citrin	$650.00	42.1	$27,365.00
Total:	**Total:**	**94.8**	**$74,110.00**

64. There are additional hours devoted to this litigation by the attorneys and legal assistants in my office that are not reflected in the foregoing lodestar, including additional attorney time that will be spent

to obtain and monitor approval of the Settlement and requested awards, oversee the settlement administration process and distribution of funds, respond to inquiries, and communicate with Plaintiff regarding the case. I estimate that my office will commit *no less than* 10 hours, although likely more time, to these additional tasks, which are hours not included in the foregoing lodestar total. My office also bears the risk of taking whatever actions are necessary if Defendants fail to pay.

65. The lodestar method requires the Court to determine a "touchstone" or lodestar figure based on a compilation of time spent and reasonable hourly compensation for each attorney. (*Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579.) Generally, hours are reasonable if they were "reasonably expended in pursuit of the ultimate result achieved in the same manner that an attorney traditionally is compensated by a fee-paying client." (*Hensley v. Eckerhart* (1983) 461 U.S. 424, 431.) The Court "should defer to the winning lawyer's professional judgment as to how much time he was required to spend on the case." (*Moreno v. City of Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112.)

(a) Number of Hours Expended by My Office is Reasonable: As set forth in this declaration, my office expended a significant amount of time litigating the case to achieve an excellent result on behalf of the Aggrieved Employees. To date, my office has spent no less than **94.8 hours** litigating this case. In the event the Court grants settlement approval, my office will spend additional time related to this litigation, including to monitor administration of the settlement after approval, committing no less, although likely more, than 10 hours to those additional tasks. The number of hours that my office has and will devote to this case is reasonable. (*See, e.g.*, *Ketchum III v. Moses* (2001) 24 Cal.4th 1122, 1133 [fee award should be fully compensatory and, "absent circumstances rendering the award unjust, an attorney fee award should ordinarily include compensation for *all* the hours *reasonably spent*"] [emphasis in original]; *Serrano v. Unruh* (1982) 32 Cal. 3d 621, 624 [counsel are entitled to compensation for all hours reasonably expended]; *Hensley*, *supra*, 461 U.S. at pp. 435–36; *Caudle v. Bristow Optical Co.* (9th Cir. 2000) 224 F.3d 1014, 1028; *Cabrales v. Cty. of L.A.* (9th Cir. 1991) 935 F.2d 1050, 1052–53.) As discussed above, my office was required to expend considerable time and resources to investigate, litigate, and successfully settle these claims for the benefit of the Aggrieved Employees.

(b) The Attorneys' Hourly Rates are Reasonable: "[T]he established standard when determining a reasonable hourly rate is the 'rate prevailing in the community for similar work performed by attorneys of comparable skill, experience, and reputation.'" (*Camacho v. Bridgeport Fin., Inc.* (9th Cir. 2008) 523 F.3d 973, 979 [quoting *Barjon v. Dalton* (9th Cir. 1997) 132 F.3d 496, 502].) This rule applies even when, as here, the attorneys representing a named plaintiff perform the work on a contingent fee basis. (*See, e.g.*, *Robertson v. Fleetwood Travel Trailers of Cal., Inc.* (2006) 144 Cal.App.4th 785, 818; *Blanchard v. Bergeron* (1989) 489 U.S. 87, 96.) These hourly rates are reasonable in light of the significant experience, expertise, and skill my firm brought to this action. Rates are reasonable if they are "within the range of reasonable rates charged by and judicially awarded comparable attorneys for comparable work." (*Children's Hosp. & Med. Ctr. v. Bonta* (2002) 97 Cal.App.4th 740, 783.) The trial court may "find hourly rates reasonable based on evidence of other courts approving similar rates." (*Parkinson v. Hyundai Motor Am.* (C.D. Cal. 2010) 796 F.Supp.2d 1160, 1172.) The attorneys at Moon Law Group, PC are experienced litigators who specialize in employment law, with a substantial wage and hour class action practice. These rates are not opposed or challenged, and have been approved by other courts, as explained *supra*.

(c) Application of a Multiplier is Warranted but not Requested: Once this lodestar figure has been determined, the Court may take into account other "enhancement" factors to adjust the lodestar award. As the California Supreme Court has held, contingency fees should be higher than fees for the same legal services paid concurrently with the provision of the services. (*Ketchum III*, *supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel v. Equitable Life Assurance Soc'y of the U.S.* (9th Cir. 2002) 307 F.3d 997, 1008.) "A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases." (*Ketchum,* 24 Cal.4th at p. 1133.) Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. (*Id.*) A risk enhancement is "earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather, it is intended to approximate market-level compensation for such services, which typically includes a premium for the risk of nonpayment or delay in payment of attorney fees." (*Id.* at p. 1138.) **Multipliers normally range from two to four or higher.** (*Wershba v. Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 255; *see also Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, n.6 ["most" common fund cases apply a multiplier of 1.0–4.0]; *Been v. O.K. Indus., Inc.* (E.D. Okla. 2011, No. CIV–02–285–RAW) 2011 WL 4478766, *11 [citing a study "reporting [an] average multiplier of 3.89 in survey of 1,120 class action cases" and finding that a multiplier of 1.22 would be "per se reasonable"].) Factors considered in determining whether a lodestar multiplier is appropriate generally include: (1) the risks presented by the contingent nature of the case; (2) the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly; (3) the nature of the opposition; (4) the preclusion of other employment by the attorney due to acceptance of the case; and (5) the result obtained and the importance of the lawsuit to the public. (*Serrano v. Ivy Baker Priest* (1977) 20 Cal. 3d 25, 48–49 [hereinafter "*Serrano III*"].) All these factors favor approval of a multiplier along the lines of those approved in the cases above. To date, my office has incurred no less than **$74,110.00** in attorneys' lodestar fees and has advanced **$17,527.66** in actual litigation costs. Accordingly, after reimbursement of our reasonable out-of-pocket expenses, our fee request represents a **negative** multiplier of approximately **0.79** of the lodestar fees incurred in prosecuting this case.

(i) *Risks presented by the contingent nature of the case*: The major consideration in determining the necessity of a multiplier is the contingent nature of the award. (*Ketchum III*, *supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel*, *supra*, 307 F.3d at p. 1008.) In determining what multiplier to award, the probability of success must be assessed *ex ante*, that is, as viewed from the outset of the case. (*See, e.g.*, *Harman v. Lyphomed, Inc.* (7th Cir. 1991) 945 F.2d 969, 976.) Further, the possibility of no recovery is only one of the uncertainties involved in taking on such a case. Other uncertainties are the amount that will be recovered, uncertainty as to the cost, both in effort and expenses, and uncertainty about how much time will pass before the recovery is obtained. (*See, e.g.*, *Ketchum*, 24 Ca1.4th at pp. 1132–1133, 1138.) My office's outlay of time and money in this case has been significant. In all, my office has spent approximately 94.8 hours to date investigating, analyzing, researching, litigating, and negotiating a favorable resolution of this case, in addition to a minimum of 10 hours that will be spent following final settlement approval, including to monitor settlement administration and distribution of funds, and has incurred **$17,527.66** in necessary litigation expenses. Unsettled legal issues also presented risks to the claims in this case. My office bore the substantial risk of an uncertain outcome in agreeing to prosecute this case on a contingency fee basis, as well as the difficulties and delay inherent in such litigation. There was the prospect of the enormous cost inherent in PAGA action litigation, as well as extensive negotiations with a corporate Defendant who vigorously opposed Plaintiffs' claims, which led to Plaintiffs' agreement to pursue settlement on a PAGA-only basis. My office risked significant time and expense to ensure a successful settlement. As detailed *supra*, the risks presented in this case were significant, and Defendants' defenses posed serious risks to the success of this matter on the merits. These risks illustrate the recognition by the California Supreme Court in *Ketchum III* that, if multipliers are not awarded to plaintiff's counsel in the cases that are successfully settled, counsel's fees are essentially being cut because the lodestar in and of itself would not account for contingent risk.

(ii) *Difficulty of the questions involved and the skill required*: My office is comprised of skilled attorneys who have had success in wage and hour class and PAGA representative actions. This case required experienced and competent lawyers, as well as expertise in the issues presented herein. To obtain such an attorney on the free market, a client must pay the market rate. While most class and/or representative actions are complex and involve some risk, my office had to overcome several major obstacles in prosecuting this case. Defendants' contentions underscore the risk of prevailing at trial, and any of these obstacles could have prevented recovery completely.

(iii) *Vigorous opposition by Defendants*: Counsel who skillfully overcome difficult issues or uncompromising opposition in the litigation are entitled to a fee enhancement. (*Serrano III*, *supra*, 20 Cal.3d at 49.) Here, before eventually agreeing to settle, Defendants asserted a vigorous defense. The settlement effort was protracted, with extended discussions and instances in which it appeared the Parties would not reach a settlement. Further, proceeding to trial would have added years to the resolution of this case because of the difficult legal and factual issues raised and the likelihood of appeals. Indeed, even if Plaintiff prevailed at trial, Defendants would likely have mounted an appeal.

(iv) *The result obtained would justify an enhancement*: The results obtained in litigation can properly be used to enhance a lodestar calculation where an exceptional effort produced excellent results. (*Graham*, *supra*, 34 Cal.4th at p. 582.) Here, the final gross settlement figure of $175,000.00 represents approximately 77.78% of the realistic potential liability of the claims based on a penalty-by-penalty assessment of the claims. Considered against the number of Aggrieved Employees, the risks posed by continued litigation, and the importance of the employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the Aggrieved Employees.

(v) *The use of a multiplier is permitted in a PAGA action but is not requested in this case*: PAGA provides that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs." (Lab. Code § 2699(g)(1).) Although, PAGA does not provide a specific standard for evaluating attorneys' fees in connection with a settlement of PAGA claims, California Courts have employed a lodestar analysis and use of multipliers for this purpose. "Where a settlement produces a common fund for the benefit of the entire class, courts have discretion to employ either the lodestar method or the percentage-of-recovery method. . . . To guard against an

> unreasonable result, the Ninth Circuit encourages district courts to "cross-check[] their calculations against a second method. . . . Accordingly, the Court calculates attorneys' fees in the instant case using the percentage-of-recovery method and then cross-checks its calculations against the lodestar method." (*Hermosillo v. Davey Tree Surgery Co.* (N.D. Cal. July 7, 2021, No. 18-CV-00393-LHK) 2021 WL 2826697, at *1 [quoting *In re Bluetooth Headset Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942, 944–45].) The Court in *Hermosillo* granted, in part, plaintiffs' counsel's unopposed motion for attorneys' fees and costs in a PAGA-only settlement, wherein 33.33% of the gross settlement fund was requested for fees. (*Hermosillo*, at *1–3.) The Court stated, "[w]here the percentage-of-recovery method is used, it is well-established that 25 percent of a common fund is a presumptively reasonable amount of attorneys' fees." (*Id.* at *1.) The Court further stated, "the Ninth Circuit has emphasized that '[t]he 25% benchmark rate, although a starting point for analysis, may be inappropriate in some cases. . . . Selection of the benchmark or any other rate must be supported by findings that take into account all the circumstances of the case.'" (*Id.* [quoting *Vizcaino v. Microsoft Corp.* (2022) 290 F.3d 1043, 1048].) The Court found the settlement at issue "d[id] not justify an upward deviation from th[e] standard [25%] benchmark rate, given Plaintiff's Counsels' effective abandonment of the Aggrieved Employees' wage and hour [class action] claims after more than 3.5 years of litigation," and therefore, only approved 25% for fees and a lodestar multiplier of 1.22. (*Id.* at *1, 3.) In contrast to *Hermosillo*, however, the large majority of Plaintiff's Counsel's work in this matter was focused on the settled PAGA claims at issue. Accordingly, the Court should find that the circumstances of the present case justify an award of one-third (1/3) of the Gross Settlement Amount for attorneys' fees.

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

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

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

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

a. Numerous interviews with the Plaintiff and review of documents provided by her;

b. Legal research and investigation regarding the Defendants' practices at numerous points in the litigation;

c. Preparation and submission of Plaintiff's PAGA notice letter;

d. Preparation of multiple drafts of the original class action complaint and subsequent first amended complaint, as well as finalization and filing of said complaints;

e. Extensive "meet and confer" correspondence and discussions with Defendants' counsel to obtain relevant documents and information through informal discovery;

f. Analysis of the informal discovery production and preparation of a damages model with the aid of a statistics expert;

g. Research and preparation of Plaintiff's mediation brief;

h. Attendance and active participation at mediation;

i. Drafting, negotiating, and reviewing multiple drafts of the initial Settlement Agreement and attachments thereto;

j. Preparation, finalization, and filing of the motion for approval and accompanying filings;

k. Anticipated preparation for and attendance at the hearing on motion for approval;

l. Anticipated monitoring approval of the Settlement and requested awards;

m. Anticipated overseeing the administration process and distribution of funds; and

n. Anticipated communications with Plaintiff regarding the case.

70. As of the drafting of this motion, my office has incurred **$17,527.66** in expenses litigating this Action. These expenses were reasonably necessary to the litigation and were actually incurred by my office. Therefore, they should be reimbursed in full.

REQUEST FOR ENHANCEMENT AWARD TO PLAINTIFF

71. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated immensely with my office and has taken many actions to protect the interests of the State of California and the Aggrieved Employees. Plaintiff provided valuable information regarding her hours worked, and what duties were performed during those hours. Plaintiff participated in decisions concerning this action, assisted in preparation for the mediation, and searched for potential witnesses. Before we filed this action, Plaintiff worked with my office to determine the viability of her claims. Plaintiff also provided information and documents relating to her employment with Defendant. The information and documentation provided by Plaintiff was instrumental in establishing the violations alleged in this action, and the recovery provided for under the Settlement would have been impossible to obtain without her participation.

72. At the same time, Plaintiff faced many risks in adding herself as the PAGA Representative in this matter. Plaintiff faces actual risks with her future employment, as putting herself on public record in an employment lawsuit could also very well affect her likelihood for future employment. For example,

a search of Plaintiff's name will reveal this action, and as a result, many employers may likely forego hiring Plaintiff upon learning she sued a former employer.

73. In turn, Aggrieved Employees will now be reimbursed civil penalties for wage violations they may have never known about or been willing to pursue on their own. If each Aggrieved Employee would have tried to pursue legal remedies on their own, that would have resulted in each having to expend a significant amount of their own monetary resources and time, not to mention limited judicial resources, which were obviated by Plaintiff putting herself on the line on behalf of the Aggrieved Employees and the LWDA. Further, prior to executing the Settlement, Plaintiff carefully reviewed the document and asked questions to ensure her understanding, including as to the total recovery and releases of claims.

74. In the final analysis, this representative action would not have been possible without the aid of Plaintiff, who put her own time and effort into this litigation and placed herself at risk for the sake of the State of California and the Aggrieved Employees. The requested enhancement payment to Plaintiff for her service as the PAGA Representative is a relatively small amount of money considering the time and effort put into the litigation. For all the foregoing reasons, the requested enhancement to Plaintiff is reasonable.

75. Through the efforts of my office and the Plaintiff in this case, a fair and reasonable resolution has been reached that includes a non-reversionary payment by Defendants of $175,000.00 to compensate Aggrieved Employees for Defendants' alleged employment practices. I am informed and believe that, without the efforts of my office or the Plaintiff, the Labor Code and Wage Order violations alleged in the Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on January 13, 2026, at Los Angeles, California.

____
Kane Moon