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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

EDGAR YUNUEN ESTRADA, individually, and on behalf of all others similarly situated, Plaintiff, v. ELKHORN PACKING CO., LLC, a limited liability company; and DOES 1 through 10, inclusive, Defendants.	Case No.: 21CV004015 [*Assigned for All Purposes to the Honorable Thomas W. Wills, Department 15*] **DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT** [*Filed with Plaintiff's Notice of Motion and Motion to Approve PAGA Settlement, Declaration of Edgar Yunuen Estrada, the Declaration of Jodey Lawrence, [Proposed] Order, and [Proposed] Judgment*] <u>PAGA APPROVAL HEARING</u>: Dates: June 20, 2025, June 27, 2025, or July 28, 2025 Time: 8:30 a.m. Dept.: 15 Complaint Filed: December 28, 2021 FAC Filed: March 21, 2022 Trial Date: September 3, 2025

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 Edgar Yunuen Estrada ("Plaintiff"). I have personal knowledge of the facts set forth in this declaration and if called as a witness, I could and would competently testify to them under oath.

2. This declaration is submitted in support of Plaintiff's Motion to Approve PAGA Settlement. Plaintiff seeks approval of a PAGA Act Settlement Agreement (the "PAGA Settlement") entered into with Defendant Elkhorn Packaging Co., LLC ("Defendant") (together with Plaintiff, the "Parties") in full resolution of the above-captioned litigation (the "Action"). A true and correct copy of the fully executed PAGA Settlement is attached hereto as **Exhibit 1**.

CASE BACKGROUND

3. Defendant is a farm labor contractors in California and it sources laborers to growers in the Monterey area. Plaintiff is a Mexican national who worked for Defendant in California as a Field Worker from approximately March 2019 through September 2021 and was classified as non-exempt throughout his employment. (Declaration of Plaintiff Edgar Yunuen Estrada in Support of Plaintiff's Motion to Approve PAGA Settlement [hereinafter "Plaintiff Decl."] at ¶¶ 2-4.) Plaintiff and Aggrieved Employees secured their positions with Defendant through the H-2A visa program and worked for Defendant on a seasonal basis. (*Id*.) Plaintiff contends both he and Aggrieved Employees were subjected to the same unlawful labor practices during their employment by Defendant, including failure to pay wages for all hours worked. (*Id*.) Defendant provided Plaintiff and Aggrieved Employees with room and board as a part of their employment. (*Id*.)

4. Plaintiff alleges that Defendant engaged in multiple Labor Code violations affecting Plaintiff and other Aggrieved Employees. First, Plaintiff claims that Defendant required off-the-clock work without compensation. Specifically, Plaintiff and Aggrieved Employees were allegedly required to wait, off the clock and unpaid, for a bus to transport them from their lodging hotel to

the worksite. The employees spent approximately 5 to 10 minutes loading onto the bus prior to bus's departure. This waiting time was allegedly uncompensated. Plaintiff also asserts that Defendant failed to provide compliant meal and rest periods. Plaintiff alleges that meal and rest breaks were frequently late because Supervisors determined when employees could take their meal and rest breaks. Additionally, Plaintiff alleges that Defendant failed to reimburse employees for necessary business expenses, including the cost of face masks required to be worn during work. Further, Plaintiff contends that Defendant failed to pay all wages owed at the time of termination, did not provide accurate itemized wage statements, and failed to pay wages in a timely manner, including earned wages not paid semi-monthly as required by law. Based on these alleged violations, Plaintiff seeks civil penalties on behalf of himself and other Aggrieved Employees under the California Private Attorneys General Act, Labor Code §§ 2698 et seq. ("PAGA").

5. On December 24, 2021, Plaintiff submitted a PAGA notice of the alleged Labor Code violations to Defendant and the California Labor and Workforce Development Agency (the "LWDA"). Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff's PAGA notice. Because of Defendant's alleged violations of various provisions of the Labor Code, Plaintiff filed a class action on December 28, 2021, which alleges Defendant 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 periods, (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. On March 21, 2022, Plaintiff filed a First Amended Representative Action Complaint (the "Operative Complaint"), adding a cause of action against Defendant for civil penalties pursuant under the PAGA. Due to an arbitration agreement between Plaintiff and Defendant, which includes a class action waiver, the Parties stipulated to dismiss the class allegations against Defendant without prejudice. The Parties disagreed regarding the agreement's enforceability and Defendant thereafter filed a motion to compel arbitration, which Plaintiff opposed. On February 17, 2023, the Court granted Defendant's motion, compelled Plaintiff's individual claims to arbitration, and stayed the case pending

arbitration. The Court subsequently granted the Parties' request and dismissed the class allegations. The Operative Complaint thus only alleges a cause of action for civil penalties under PAGA. On November 6, 2023, Plaintiff initiated arbitration of Plaintiff's individual claims with the American Arbitration Association ("AAA"). Plaintiff's administrative exhaustion period expired without the LWDA indicating its intent to investigate Plaintiff's allegations. .

7. Defendant vigorously denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies liability for any of the causes of action alleged. Specifically, Defendant maintains that any and all actions it took with respect to Plaintiff's and Aggrieved Employees' employment were reasonable and made in good faith. Defendant also maintains its compliance with all meal and rest period obligations, and that Plaintiff and Aggrieved Employees were provided with the opportunity to take all meal and rest periods to which they were entitled and that any late meal or interrupted rest periods were on account of Plaintiff's and the Aggrieved Employees' own intentional or negligent acts. Defendant further asserts that Plaintiff and the Aggrieved Employees are not entitled to recover necessary business expenses because they did not incur any necessary business expenses.

DISCOVERY AND INVESTIGATION

8. Following the dismissal of the class allegations, the Parties engaged in settlement negotiations and further agreed to a protocol for an informal exchange of documents and information. Defendant provided the approximate number of Aggrieved Employees and pay periods within the relevant period, documents regarding Defendant's written employment policies, and Plaintiff's personnel file and his time and payroll records. Defendant also provided payroll and timekeeping records for the Aggrieved Employees and Plaintiff was able to review these before the mediation. While we obtained and reviewed sample pay and time records for the aggrieved employees, we ultimately did not retain an expert to analyze the time and pay records in detail because the settlement is limited to claims under PAGA, which provides for penalties and not individualized damages, based on assumed violations calculated per pay period. (*See* Lab. Code § 2699(f)(1)(A) (creating a default civil penalty of $100 for each aggrieved employee per pay

period).) Further, unlike the statutory penalties provided for under Labor Code §§ 203 and 226(e), the vast majority of civil penalties available under PAGA do not require proof of intent or willfulness and give rise to strict liability. (*See, e.g.,* Lab. Code § 210 (no intent requirement for civil penalty attached to failures to timely pay wages earned during employment in violation of Labor Code § 204); *see, e.g*., Lab. Code § 558 (no intent requirement for civil penalty attached to failures to pay overtime wages and provide meal and rest periods); *see, e.g*., Lab. Code § 2699(f)(2) (no intent requirement for default civil penalty under the PAGA); *see Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, 787 ("[W]e hold a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the "injury" and "knowing and intentional" requirements of section 226€(1).") As such, a forensic or expert wage-and-hour analysis was not necessary to evaluate the value of the claims or inform the settlement structure.

9. After reviewing and analyzing documents regarding Defendant's wage and hour policies and practices and the sample time and pay records provided by Defendant and Plaintiff, Plaintiff's Counsel was able to evaluate the probability of success on the merits and Defendant's maximum and risk-adjusted monetary exposure. 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's and Plaintiff's 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 PAGA Settlement.

SETTLEMENT NEGOTIATIONS

10. The Parties attended two mediations. The first was on February 8, 2024 with experienced wage and hour mediator Hon. Leo Wagner (Ret.). The second was with experienced wage and hour mediator Brandon McKelvey, Esq. on November 18, 2024. Although the first mediation was unsuccessful, the Parties reach an agreement after the November 18, 2024 mediation. The settlement negotiations were hard-fought and conducted in good faith and at arms' length between attorneys with substantial experience litigating class and representative actions, the Settlement was the product of a non-collusive settlement process in which the Parties were forced to

make significant compromises in the interest of reaching a full and complete settlement of the lawsuit. Each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. Specifically, Defendant asserted that it properly paid its employees for all wages and that it does not allow its employees to work off-the-clock, that many meal periods and rest breaks were taken, and where a violation appears, it was a result of an employee voluntarily choosing to forego a meal period or rest break, that it reimbursed its employees for all necessary business expenses incurred, and that Plaintiff's allegations are not representative but require individual proof. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, the Parties reached a settlement agreement. The material terms of the agreement are encompassed within the PAGA Settlement. 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 his counsel considered the risk and uncertainty of the outcome inherent in any litigation when determining whether this PAGA Settlement was the correct option.

11. In compliance with Labor Code section 2699 (*l*)(2), Plaintiff's Counsel submitted to the LWDA a notice of settlement, a copy of the proposed PAGA Settlement, the instant declaration, and the moving papers filed concurrently with the Court herewith. A true and correct copy of the LWDA's acknowledgment of receipt thereof is attached hereto as **Exhibit 3**.

12. The PAGA Settlement includes all non-exempt employees who worked for Defendant in California from December 28, 2020, to January 31, 2025. ("Aggrieved Employees," "PAGA Period"). (PAGA Settlement, ¶¶ 1.4; 1.21.)

13. All Aggrieved Employees, including Plaintiff, the State of California and the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice concerning

alleged violations of the California Labor Code and the California Industrial Welfare Commission Wage Orders during the PAGA Period regarding: failure to pay minimum, regular, overtime and double time wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all wages during employment, failure to pay all wages at the time of separation, failure to timely pay wages, failure to furnish accurate itemized wage statements, failure to reimburse necessary business expenditures incurred in discharge of duties, all of which includes, but is not limited to, the following: Labor Code sections 201, 202, 203, 204, 205, 210, 218 including 218.5 and 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1021.5, 1174, 1174.5, 1182.12 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2810, and 2699 et. seq.; and IWC Wage Order Nos. 4, 8, 13 & 14. (*Id.* at ¶ 5.1.)

14. Defendant agrees to pay a Gross Settlement Amount of $995,000.00. (*Id.* at ¶ 3.1.) Aggrieved Employees are not required to submit a claim as a condition of payment. (*Id.*) None of the Gross Settlement Amount will revert to Defendant. (*Id.*)

15. After deducting the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Representative Service Payment to Plaintiff, and the PAGA Counsel Litigation Expenses Payment in the amounts approved by the Court, the remainder will be allocated as PAGA Penalties and distributed as 75% to the LWDA as the LWDA PAGA Payment and 25% to Aggrieved Employees as Individual PAGA Payments. (*Id.* at ¶¶ 1.23, 3.2, 3.2.4.) Aggrieved Employees will also receive a letter explaining the settlement. A true and correct copy of this letter is incorporated as part of the PAGA Settlement as Exhibit A attached thereto.

16. The PAGA Settlement provides for a PAGA Counsel Fees Payment payable to Plaintiff's Counsel not to exceed 33.33% of the Gross Settlement Amount (currently estimated to be $331,666.66) for Plaintiff's Counsel's attorneys' fees, plus a PAGA Counsel Litigation Expenses Payment for reimbursement of out-of-pocket litigation costs not to exceed $25,000.00. (*Id.* at ¶ 3.2.1.) In the event the costs approved by the Court are less than the amounts requested, the difference will be added to the portion to be paid to the LWDA and the Aggrieved Employees. (*Id.*) At this time, Plaintiff's Counsel has incurred $19,685.00 in actual litigation costs, and a true

and correct copy of the litigation costs to-the-date is attached hereto as **Exhibit 4**. The PAGA Settlement provides for a PAGA Representative Service Payment to Plaintiff not more than $5,000.00. Defendant will not oppose a request for this payment provided it does not exceed this amount. Additionally, The Parties reached a separate Agreement with respect to Plaintiff's individual claims in an amount for $5,000.00, in exchange for a general release pursuant to Civil Code section 1542 of all known and unknown claims and the dismissal of Plaintiff's individual arbitration proceeding pending before the AAA Case 01-23-0005-0394.

17. The PAGA Settlement provides the Administrator will be paid an Administration Expenses Payment not to exceed $30,000.00 for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.2.) The Parties received the following bids from neutral settlement administrators: (1) a $24,950.00 estimate from ILYM Group, Inc., (2) a $16,043 estimate from Simpluris, and (3) a $22,500 estimate from Phoenix Class Action Administration Solutions ("Phoenix"). The Parties jointly appoint Phoenix as the neutral entity to administer this Settlement based on its bid of $22,500.00. The Parties have previously worked with Phoenix and found Phoenix is diligent and reliable when handling groups of this significant size. The Parties chose to appoint Phoenix after weighing the cost and competence of each neutral settlement administrator, while prioritizing the best interests of the Aggrieved Employees. A true and correct copy of the estimate for administration costs is attached to this declaration as **Exhibit 5**.

18. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($150,833.33) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. (*Id.* at ¶ 3.2.4.1; Moon Decl., at ¶ 28.) The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. (*Id.* at ¶ 3.2.4.2.) Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. (*Id.* at ¶ 3.2.4.1.)

19. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the void date (not less than 180 days after the date of mailing) the Administrator

shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. (*Id.* at ¶ 4.4.1, 4.4.3.)

20. Defendant shall fully fund the Gross Settlement Amount over the course of 2025 by making four (4) separate equal payments to the Administrator as follows:

(1) The first payment of $248,7500.00 will be made no later than April 30, 2025, assuming the Effective Date has already occurred by this date. If the Effective Date has not occurred by April 30, 2025, then the first payment shall be made within 10 days of the Effective Date;

(2) The second payment of $248,7500.00 will be made no later than July 31, 2025, assuming the Effective Date has already occurred by this date. If the Effective Date has not occurred by July 31, 2025, then the second payment shall be made within 10 days of the Effective Date.

(3) The third payment of $248,750.00 will be made no later than October 31, 2025, assuming the Effective Date has already occurred by this date. If the Effective Date has not occurred by October 31, 2025, then the third payment shall be made within 10 days of the Effective Date; and

(4) The fourth and final payment of $248,750.00 will be made no later than December 31, 2025, assuming the Effective Date has already occurred by this date. If the Effective Date has not occurred by December 31, 2025, then the fourth payment shall be made within 10 days of the Effective Date.

(*Id.* at ¶ 4.3.) "Effective Date" means the date by when all of the following have occurred: (a) notice of this Settlement has been provided to the LWDA, and the LWDA has not objected to the Settlement; (b) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (c) the later of the following events: (i) ten (10) court days after the period for filing any appeal, writ, or other appellate proceeding opposing the Order Approving PAGA Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed (i.e., 65 days from the date the Court enters Order Approving the PAGA Settlement); or (ii) if any appeal, writ, or other appellate proceeding opposing the Order Approving the PAGA Settlement has been filed within that timeframe, then ten (10) court days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief. (*Id.* at ¶ 1.10.)

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

21. Based on the total number of pay period at issue, Plaintiff's Counsel evaluated Defendant's maximum and risk-adjusted potential exposure.

22. Based on a review of its records to date, Defendant estimates that between December 28, 2020, to approximately November 10, 2024, there were approximately 7,762 Aggrieved Employees who worked approximately 294,449 pay periods during the PAGA Period. (*Id.* at ¶ 4.1.)

23. Assuming a $100 civil penalty per pay period and an estimated 294,449 pay periods, Defendant's theoretical maximum exposure for civil penalties under PAGA is approximately $29,444,900.00. (*See* Lab. Code § 2699(f)(1)(A) (creating a default civil penalty of $100 for each aggrieved employee per pay period).) However, this figure is based on an unrealistic assumption of a 100% violation rate, i.e., that Defendant committed every alleged violation in every single pay period for every Aggrieved Employee. Such an assumption is not supported by the evidence or common sense. Moreover, PAGA penalties cannot be stacked for multiple violations in a single pay period; therefore, for settlement purposes, the parties assumed a $100 penalty per pay period rather than per individual violation. While Plaintiff's Counsel believes there is merit to the claims, we also recognize that a legitimate controversy exists as to each allegation. Defendant denies any liability and contends that it did not permit or suffer off-the-clock work, that all employees were properly compensated for time worked, and that necessary business expenses were never owned. In addition, several of the allegations, including off-the-clock work, missed rest breaks, and expense reimbursement, would require individualized proof through declarations from Aggrieved Employees, which would likely demonstrate substantial variation in employee experiences.

24. Additionally, for purposes of the settlement negotiations Plaintiff's Counsel considered, 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 foregoing issues and risks into consideration when valuing Defendant's realistic exposure had the Parties not reached a settlement.

25. Plaintiff recognizes that the Court could significantly reduce the PAGA Penalties. Further, this case was filed on December 28, 2021 and has been pending before this Court for over three years. This wide range of potential recovery and risk of additional delays and a trial provide justification to settle for a reasonable amount of recovery at this point in the litigation. In all, based on the investigation and analysis of the claims, the maximum exposure did not comport with the realistic exposure that Defendant faced.

26. Based on the foregoing and in consideration of the Due Process concerns related to penalizing Defendant disproportionately to the amount of damages at issue, the risk of further delaying the resolution of this matter, and the discretionary nature of awarding penalties, it is reasonable to assume for resolution purposes, that a violation occurred in approximately 10% of all pay periods resulting in a **realistic (*risk-adjusted*) exposure of $2,944,490.00** ($29,444,900.00 x .1).

27. The **$995,000.00** settlement is a good result and amounts to "genuine and meaningful" relief "consistent with the underlying purpose of the statute to benefit the public" **as it represents approximately 34% of Defendant'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.) The $995,000.00 settlement also represents approximately 4% of Defendant's *maximum* exposure, assuming a $100 civil penalty for each pay period. When considering both Defendant's realistic and

maximum exposure, the Settlement is a good result, particularly because, under the Settlement, Aggrieved Employees will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

28. After the Administration Expenses Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment, the amount estimated as PAGA Penalties for the LWDA and Aggrieved Employees is at least **$603,333.34**.[1] The PAGA Penalties will be split with 75% going to the LWDA and 25% going to Aggrieved Employees on a pro rata basis in Individual PAGA Payments. (PAGA Settlement, ¶ 3.2.4.) Each Aggrieved Employee will receive payment directly proportional to the number of PAGA Pay Periods the Aggrieved Employee worked within the PAGA Period. (*Id.* at ¶ 3.2.4.1.) Accordingly, at least **$452,500.00** (75% * $603,333.34) will be available to the LWDA and **$150,833.33** (25% * $603,333.34) will be available to the estimated 7,762 Aggrieved Employees, which results in an average Individual PAGA Payment of **$19.43** ($150,833.33 / 7,762 Aggrieved Employees) and a Pay Period value of **$0.51** ($150,833.33 / 294,449 Pay Periods) for each of the 294,449 estimated Pay Periods.

29. Plaintiff's Counsel took into account 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. In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

30. The PAGA Settlement avoids the risks, burdens, and the accompanying expense of further litigation. Although the Parties have engaged in a significant amount of investigation and informal discovery, they have not participated in depositions and extensive expert discovery. Moreover, preparation for trial would remain for the Parties as well as the prospect of appeals. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

[1] The PAGA Penalties amount is $995,000.00 minus: $25,000 for Plaintiff's Counsel's litigation costs, $331,666.66 for Plaintiff's Counsel's attorneys' fees, $5,000.00 for Plaintiff's Representative Service Payment, and $30,000.00 for administration costs. (PAGA Settlement, ¶ 3.2.3.)

31. The PAGA Settlement contains an escalator clause under which Defendant may owe more than $995,000.00 as the Gross Settlement Amount. (PAGA Settlement, ¶ 8.) In the event that the number of pay periods being released through January 31, 2025 exceeds 338,612 (i.e., 15% more than 294,449), the Gross Settlement Amount shall be increased proportionally by the amount in excess of 338,612. However, Defendant shall have sole discretion to, alternatively, terminate the PAGA Period (and hence the date through which the Released PAGA Claims end) as of the date that the number of workweeks released during the PAGA Period reaches 338,612 pay periods. (*Id.*)

THE ENHANCEMENT PAYMENT TO PLAINTIFF IS REASONABLE

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

33. At the same time, Plaintiff faced many risks in adding himself as the PAGA Representative in this matter. Plaintiff faced actual risks with his future employment, as putting himself on public record in an employment lawsuit could also very well affect his likelihood for future employment. For example, a search of Plaintiff's names will reveal this action, and as a result, many employers may likely forego hiring Plaintiff in learning he sued a former employer.

34. 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 himself on the line on behalf of the Aggrieved Employees.

35. In the final analysis, this representative action would not have been possible without the aid of Plaintiff, who put his own time and effort into this litigation and placed themselves 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. The requested enhancement payment is therefore reasonable to compensate Plaintiff for her active participation in this lawsuit.

MY EXPERIENCE AND QUALIFICATIONS

36. 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 2023.

37. 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/or PAGA representative actions.

38. 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.

39. My current billing rate is $950.00 per hour, which is my usual hourly rate for wage and hour litigations 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 January 2, 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 921–22.) Using the same method here and based on Class Counsel'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 2.5%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 13, 2024 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 13, 2025.) True and correct copies of the Los Angeles-Long Beach and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 18 years of experience, my Laffey Matrix rate with a 2.5% adjustment is $971.70 per hour ($948 Laffey Matrix rate + (2.5% x $948)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

40. I am experienced in prosecuting and defending employment matters, particularly class and PAGA 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).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

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

43. Mr. Feghali's current billing rate is $900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's 10+ years of experience, his 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 his experience, Mr. Feghali's billing rate of $900.00 per hour is reasonable.

44. During Mr. Feghali's tenure with Moon Law Group, PC, he has played a critical role in obtaining outstanding results for employees who have been wronged by their employers. Mr. Feghali's litigation experience includes, but is not limited to:

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

(b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken under submission by the Court on February 3, 2022.

(c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).

(d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al*. (No. 19STCV44400), which was granted in part and denied in part in October 2022.

(e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP (RAOx)) 2020 WL 1934954, where defendant removed a wage and hour class alleging that Plaintiffs' claims were pre-empted by the Labor Management Relations Act.

(f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.

(g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17–cv–09056–RSWL–MRWx) 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the individual defendant, who was alleged to have harassed the Plaintiffs under FEHA, was a proper defendant.

(h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for $850,000.00, $375,000.00, and $250,000.00. In addition to the foregoing, Mr. Feghali has resolved or assisted in the resolution of approximately 100 cases which has resulted in millions of dollars of unpaid wages being returned to low-wage employees.

(i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of Hernandez v. CR Laurence, Inc., et al. (No. 20STCV32372), which was granted, in part, and denied, in part, in February 2024.

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

LILIT TER-ASTVATSATRYAN'S EXPERIENCE AND QUALIFICATIONS

46. 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.

47. Mrs. 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.

48. Mrs. 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.

49. Mrs. Ter-Astvatsatryan's billing rate is $850.00 per hour, which is her usual hourly rate in wage and hour litigations. Based on Mrs. Ter-Astvatsatryan's 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.

50. 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].

51. 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.

52. 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.

ROY K. SUH'S EXPERIENCE AND QUALIFICATIONS

53. Mr. Suh was admitted to the California bar in 2012 and performed all of the foregoing work on a contingent fee basis and lieu of performing work on other matters. Mr. Suh graduated with a B.A. in English from the University of California, Berkeley in 2004 with Distinction in General Scholarship and as a United States Army, Reserve Officer Training Corps, Distinguished Military Graduate. After serving in the active duty United States Army, including as a two-time company commander exercising non-judicial punishment authority under the Uniform Code of Military Justice, Mr. Suh graduated from the University of California Los Angeles School of Law in the Class of 2011. Since becoming a member of the California bar, Mr. Suh has practiced exclusively in Plaintiff's employment and consumer cases and is experienced in California employment class action litigation. From October 2019 to 2022, Mr. Suh was selected as a Super Lawyer – Rising Star. Mr. Suh has been intimately involved in litigating and ultimately settling California employment class action cases and, since 2015, Mr. Suh has settled employment class action cases with settlement values of $4,000,000.00, $3,775,000.00, $3,500,000.00, $3,000,000.00, $1,350.000.00, $1,000,000.00 and others in the six-figure range while settling multiple individual cases in the six-figure range including a single-claimant arbitration case valued at over $800,000.00. As an attorney at Moon Law Group, PC, Mr. Suh worked on class action cases exclusively, which were finally adjudged, preliminarily approved, or resulted in written agreements memorializing his previous client's agreements with their former employers to settle on class-wide bases valued at over $13.4M including cases valued at $1,671,690.00, $1,100,000.00, $1,000,000.00, and several more in the high six-figure range.

HOLLY WILLIAMS' EXPERIENCE EXPERIENCE AND QUALIFICATIONS

54. Holly Williams was an associate attorney at Moon Law Group, PC and represents employees in all aspects of employment litigation, including wage-and-hour class and representative actions involving claims related to overtime and minimum wages, meal and rest break violations, improper wage statements, the California Private Attorneys General Act, and

unfair business practices.

55. Ms. Williams received a Bachelor of Science in Environmental Science and Management from the University of California, Davis, and a Juris Doctorate from Chapman University Dale E. Fowler School of Law.

56. Ms. Williams became an Active Member of the State Bar of California in December 2023 and has been an Active Member in good standing continuously since. Ms. Williams is also a member in good standing with the United States District Court for the Central and Eastern District.

57. Ms. Williams became an Active Member of the State Bar of California in December 2023 and has been an Active Member in good standing continuously since. Ms. Williams is also a member in good standing with the United States District Court for the Central and Eastern District. While at Moon Law Group, PC, Ms. Williams' billing rate was $500.00 per hour, which was her usual hourly rate in wage and hour litigations. Based on Ms. Williams' two years of experience, her Laffey Matrix rate with a 2.5% adjustment is $484.83 per hour ($473 Laffey Matrix rate + (2.5% x $473)). (*See* Exh. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Williams' billing rate of $500.00 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 comprised of approximately 30 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. Also, 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. Plaintiff's Counsel's experience in wage and hour class and representative actions was integral in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of this Settlement

61. I do not believe that I or any other attorneys of Moon Law Group, PC have any conflicts of interest with the named Plaintiff, other Aggrieved Employees, or the proposed Administrator. I am not related to Plaintiff. I respectfully submit that Moon Law Group, PC is competent and well suited to act as PAGA 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 PAGA Counsel ($331,666.66) 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	48.2	$45,790.00
Allen Feghali	$900.00	26.4	$23,760.00
Lilit Ter-Astvatsatryan	$850.00	67.7	$57,546.00
Roy K. Suh	$650.00	77.2	$50,180.00
Holly Williams	$500.00	19.9	$9,950.00
	Total:	**239.3**	**$187,226.00**

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 PAGA Settlement and requested awards and oversee the settlement administration process and distribution of funds. 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 Defendant fails to pay.

65. We can provide complete, detailed billing records should the Court request them, but in such event would request the opportunity to redact attorney-client, attorney work product, and any other privileged information. I am familiar with most aspects of this case and tasks undertaken by the various members of my firm in litigating this case. I have been assisted by attorneys Mr. Feghali, Mrs. Ter-Astvatsatryan, Mr. Roy, and Ms. Williams. As discussed below, a positive multiplier is warranted in this case.

66. 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 approximately **239.3hours** 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) <u>Application of a Positive Multiplier Is Warranted:</u> 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 [emphasis added]; *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 $**187,226.00** in attorneys' lodestar fees. Accordingly, the fee request represents **a positive multiplier of approximately 1.77** ($331,666.66 in requested fees / $**187,226.00** in lodestar fees).

67. I am informed and believe that the fee and costs provisions under the PAGA Settlement are 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.

68. 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.

69. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency fee basis, including the named Plaintiff in this litigation. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Once Counsel undertook this litigation on behalf of the Aggrieved Employees, they committed to pursue it to its conclusion, placing their fiduciary duty to the Aggrieved Employees ahead of all other concerns. 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.

70. As of the drafting of this motion, my office has incurred $19,685.00 in expenses litigating this action. These expenses were reasonably necessary to the litigation and were actually incurred by my office. Moreover, these expenses are below the maximum amount provided in the PAGA Settlement ($25,000.00) (PAGA Settlement, ¶ 3.2.1.) Therefore, they should be reimbursed in full.

71. 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 him;
b. Legal research and investigation regarding the Defendant's 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. Research and drafting of an opposition to Defendant's motion to compel arbitration;

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

g. Analysis of the informal discovery production;

h. Participation in two mediations;

i. Drafting, negotiating, and reviewing multiple drafts of the PAGA Settlement 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 PAGA Settlement and requested awards; and

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

72. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has been reached that includes a non-reversionary settlement payment by Defendant of $995,000.00 to compensate Aggrieved Employees for Defendant's alleged wage and hour practices. I am informed and believe that, without the efforts of my office or 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 May 30, 2025, at Los Angeles, California.

Kane Moon

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Edgar Yunuen Estrada ("Plaintiff") and Defendant Elkhorn Packing Co, LLC ("Defendant" or "Elkhorn"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Edgar Yunuen Estrada v. Elkhorn Packing Co., LLC;*, Case No. 21CV004015, initiated on December 28, 2021, and pending in Superior Court of the State of California, County of Monterey, later amended to add a PAGA cause of action on March 21, 2022.

1.2. "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means all non-exempt employees who worked for Defendant in California during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. “Court” means the Superior Court of California, County of Monterey.

1.8. “Defendant” means Elkhorn Packing Co., LLC, a licensed Farm Labor Contractor within the meaning of California Labor Code section 1682, *et. seq*, and the Migrant and Seasonal Agricultural Worker Protection Act (“MSPA”), as amended.

1.9. “Defense Counsel” means Regina Silva, Esq. of Littler Mendelson, P.C.

1.10. “Effective Date” means the date by when all of the following have occurred: (a) notice of this Settlement has been provided to the LWDA, and the LWDA has not objected to the Settlement; (b) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (c) the later of the following events: (i) ten (10) court days after the period for filing any appeal, writ, or other appellate proceeding opposing the Order Approving PAGA Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed (i.e., 65 days from the date the Court enters Order Approving the PAGA Settlement); or (ii) if any appeal, writ, or other appellate proceeding opposing the Order Approving the PAGA Settlement has been filed within that timeframe, then ten (10) court days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.

1.11. “Gross Settlement Amount” means $995,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payment, and the Administrator’s Expenses Payment.

1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. “Judgment” means the judgment entered by the Court based upon the Order Approving the PAGA Settlement.

1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.18. “PAGA Counsel” means Kane Moon and Lilit Ter-Astvatsatryan of Moon Law Group, PC, the attorneys representing the Plaintiff in the Action.

1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.20. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.21. “PAGA Period” means the period from December 28, 2020, to January 31, 2025.

1.22. “PAGA Notice” means Plaintiff’s December 24, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($150,833.33) and the 75% to LWDA ($452,500.00) in settlement of PAGA claims.

1.24. "Plaintiff" means Edgar Yunuen Estrada, the named plaintiff in the Action, a former agricultural H2A worker for Defendant.

1.25. "PAGA Representative Service Payment" means the payment to the Plaintiff for initiating the Action, and providing services in support of the Action.

1.26. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.27. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel, on behalf of the State of California, the LWDA and Aggrieved Employees, and as described in Paragraph 5 below.

1.28. "Released Parties" means: Defendant and each of its former and present directors, officers, members, supervisors, managers, agents, employees, representatives, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates, partners, clients/customers, and all of its client employers, including but not limited to D'Arrigo Bros. Co., of California and its officers, directors, shareholders, supervisors, managers, agents, employees, representatives, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On December 28, 2021, Plaintiff commenced this Action by filing a Class Action Complaint in Monterey County Superior Court (Case No. 21CV004015) alleging eight causes of action against Defendant as follows: (1) Failure to Pay Minimum Wages pursuant to California Labor Code ("Lab. Code") §§ 204, 1194, 1194.2, and 1197; (2) Failure to Pay Overtime Wages pursuant to Lab. Code §§ 1194 and 1198; (3) Failure to Provide Meal Periods pursuant to Lab. Code §§ 226.7 and 512; (4) Failure to Authorize and Permit Rest Breaks pursuant to Lab. Code § 226.7; (5) Failure to Indemnify Necessary Business Expenses pursuant to Lab. Code § 2802;

(6) Failure to Timely Pay Final Wages at Termination pursuant to Lab. Code §§ 201-203; (7) Failure to Provide Accurate Itemized Wage Statements pursuant to Lab. Code § 226; (8) Unfair Business Practices pursuant to Cal. Business & Professions Code § 17200, *et. seq*. On March 21, 2022, Plaintiff filed his First Amended Complaint ("FAC") adding a Ninth Cause of Action for Civil Penalties under PAGA pursuant to Lab. Code § 2699, *et. seq*. Plaintiff's FAC is the operative complaint in the Action (the "Operative Complaint.") On May 6, 2022, Plaintiff filed an Application to Dismiss his Class and Individual Claims against Defendant without prejudice, with the exception of Plaintiff's Ninth Cause of Action under PAGA, which was granted by the Court on May 10, 2022. On November 6, 2023, Plaintiff initiated arbitration of Plaintiff's individual claims under PAGA with the American Arbitration Association ("AAA"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the alleged penalties sought by Plaintiff and PAGA Counsel.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On November 18, 2024, the Parties participated in an all-day mediation presided over by Brandon McKelvey, who issued a mediator's proposal and facilitated subsequent negotiations, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, relevant policies, sample time and payroll records for the applicable PAGA period.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that there is currently one pending matter against Defendant which asserts claims that will be extinguished or affected by the Settlement - - entitled *Dario Martinez-Gonzalez vs. Elkhorn Packing Co., LLP*, *et. al*. (United States Northern District Court Case No.

3:18-cv-05266-EMC). There is no Order of said District Court that prohibits the Parties from entering this Agreement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $995,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be $331,666.66 and PAGA Counsel Litigation Expenses Payment of not more than $25,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS

1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Released Parties harmless, and indemnifies Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $30,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $30,000.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To Plaintiff: A PAGA Representative Service Payment to Plaintiff not more than $5,000.00. Defendant will not oppose a request for this payment provided it does not exceed this amount.[1] The Administrator will report the PAGA Representative Service Payments using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.4. To the LWDA and Aggrieved Employees: Subject to Court approval of the payments amounts identified in the Paragraph 3.2, payment of PAGA Penalties in the amount of $603,333.34 to be paid from the Gross Settlement Amount, with 75% ($452,500.00) allocated to the LWDA PAGA Payment and 25% ($150,833.33) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($150,833.33) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA

[1] The Parties have also reached a separate Agreement with respect to Plaintiff's individual claims pending in AAA, for which Plaintiff's counsel will disclose to the Court as part of the motion for approval of this Settlement.

Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates that between December 28, 2020, to approximately November 10, 2024, there were 7762 Aggrieved Employees who worked approximately 294,449 pay periods in the PAGA Period.

4.2. Aggrieved Employee Data. Within thirty (30) days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount over the course of 2025 by making four (4) separate equal payments to the Administrator as follows:

(1) The first payment of $248,7500.00 will be made no later than April 30, 2025, assuming the Effective Date has already occurred by this date. If the Effective Date has not occurred by April 30, 2025, then the first payment shall be made within 10 days of the Effective Date;

(2) The second payment of $248,7500.00 will be made no later than July 31, 2025, assuming the Effective Date has already occurred by this date. If the Effective Date has not occurred by July 31, 2025, then the second payment shall be made within 10 days of the Effective Date.

(3) The third payment of $248,750.00 will be made no later than October 31, 2025, assuming the Effective Date has already occurred by this date. If the Effective Date has not occurred by October 31, 2025, then the third payment shall be made within 10 days of the Effective Date; and

(4) The fourth and final payment of $248,750.00 will be made no later than December 31, 2025, assuming the Effective Date has already occurred by this date. If the Effective Date has not occurred by December 31, 2025, then the fourth payment shall be made within 10 days of the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant has fully funded the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Service Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel

Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within fourteen (14) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee, pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 384, *et. seq*. The Parties agree that this disposition results in no "unpaid residue" under California Code of Civil Procedure § 384, as the Gross Settlement Amount will be paid out, whether or not all Aggrieved Employees cash their Individual PAGA Payment checks. Therefore, Defendant will not be required to pay any interest on said amount.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel, on behalf of the State of California, the LWDA and the Aggrieved Employees, will release claims against all Released Parties as follows:

5.1. Release by Aggrieved Employees: All Aggrieved Employees, including Plaintiff, the State of California and the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice concerning alleged violations of the California Labor Code and the California Industrial Welfare Commission Wage Orders during the PAGA Period regarding: failure to pay minimum, regular, overtime and double time wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all wages during employment, failure to pay all wages at the time of separation, failure to timely pay wages, failure to furnish accurate itemized wage statements, failure to reimburse necessary business expenditures incurred in discharge of duties, all of which includes, but is not limited to, the following: Labor Code sections 201, 202, 203, 204, 205, 210, 218 including 218.5 and 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1021.5, 1174, 1174.5, 1182.12 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2810, and 2699 *et. seq*.; and IWC Wage Order Nos. 4, 8, 13 & 14.

5.2. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3. No Opt-Out: Pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), no Aggrieved Employee has the right to exclude himself or herself from this Settlement. All Aggrieved Employees will be bound by this Settlement, upon its approval by the Court, regardless of whether he or she negotiates (i.e., cashes or deposits) his or her settlement check for the Individual PAGA Payments.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. PAGA Counsel agrees to prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint

(Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order and Judgment to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES/ESCALATOR CLAUSE

Based on its records, Defendant estimates that, between December 28, 2020 and November 10, 2024, there are 7762 Aggrieved Employees who worked approximately 294,449 Pay Periods during the PAGA Period. In the event that the number of pay periods being released through January 31, 2025 exceeds 338,612 (i.e., 15% more than 294,449), the Gross Settlement Amount shall be increased proportionally by the amount in excess of 338,612. However, Defendant shall have sole discretion to, alternatively, terminate the PAGA Period (and hence the date through which the Released PAGA Claims end) as of the date that the number of workweeks released during the PAGA Period reaches 338,612 pay periods.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If a third party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect or potentially affect the determination or distribution of the Gross Settlement Amount or any portion thereof.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, Plaintiff reserves the right to contest Defendant's defenses, and this Agreement shall be null and void and have no further effect. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. Res Judicata. The Released Parties shall have the right to file this Settlement, the Court's Approval Order and Judgment, and any other documents or evidence relating to this Settlement in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.3. No Use; Non-Evidentiary Use. Neither this Agreement, nor any of its terms nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be publicized, marketed, reported, posted, or advertised by Plaintiff or his counsel, nor offered or used as evidence by any of the Parties or their respective counsel in the Action or in any other action or proceeding, including to establish any liability or admission on the part of Defendant or any one of the Released Parties (defined in paragraph 1.28) or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. Defendant and the Released Parties, or any one of them, may also use this Agreement as an affirmative defense and bar to any pending, future or subsequent claims or suits by the Aggrieved Employees or others, in whole or in part, to the extent applicable. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendant or any of the Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. Defendant specifically retains the right to defend, on the merits, against any non-settled claims brought by any allegedly Aggrieved Employees.

10.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.5. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.8. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.14. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
Kane Moon, Esq.
Lilit Ter-Astvatsatryan, Esq.
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, CA 90017
213.232.3128; 213.232.3125 (Fax)
kmoon@moonlawgroup.com
lilit@moonlawgroup.com

To Defendant:
Regina Silva, Esq.
LITTLER MENDELSON P.C.
501 W. Broadway, Suite 900
San Diego, CA 92101
619.515.1810; 619.393.0215 (Fax)
rsilva@littler.com

10.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument and counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. Plaintiff's counsel also agrees to request a stay of this Action as part of its papers seeking Court approval of the PAGA Settlement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 5/28/2025

PLAINTIFF EDGAR YUNUEN ESTRADA

DocuSigned by:
Edgar Y. Estrada Salas
B19896B0E293433...

Edgar Yunuen Estrada

Dated: ______________________

ELKHORN PACKING, LLC

____
By: Peter Colburn
President

and counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. Plaintiff's counsel also agrees to request a stay of this Action as part of its papers seeking Court approval of the PAGA Settlement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: ______________________

PLAINTIFF EDGAR YUNUEN ESTRADA

____
Edgar Yunuen Estrada

Dated: 05/20/2025

ELKHORN PACKING, LLC

Peter J Colburn
By: Peter Colburn
President

APPROVED AS TO FORM:

Dated: 05/28/2025

MOON LAW GROUP

Kane Moon
Attorneys for Plaintiff Edgar Yunuen Estrada

Dated: May 29, 2025

LITTLER MENDELSON P.C.

Regina Silva
Attorneys for Defendant Elkhorn Packing, LLC

4934-6081-4404

EXHIBIT A

[CLAIMS ADMINISTRATOR LETTERHEAD]

Mailing Date

NOTICE OF PAGA SETTLEMENT

Re: ***Edgar Yunuen Estrada v. Elkhorn Packing Co., LLC, et al.,***
Monterey County Superior Court, Case No. 21CV004015
Filed December 28, 2021

[claims admin info]

You have received the enclosed check in connection with the Settlement ("Settlement") of the above-referenced lawsuit ("Lawsuit") brought by former employee Edgar Yunuen Estrada ("Plaintiff") against Elkhorn Packing Co., LLC ("Defendant") for civil penalties pursuant to the Private Attorneys General Act, Labor Code sections 2698, *et seq*. ("PAGA").

Plaintiff claimed he and other non-exempt, hourly-paid employees of Defendant employed at any time from December 28, 2020 through January 31, 2025 ("PAGA Period") in California were subjected to various Labor Code violations.

Defendant adamantly denies all allegations and liability. To avoid further time and expense of protracted and uncertain litigation, however, Defendant and Plaintiff have agreed to settle the Lawsuit. The Settlement, approved by the Court on [DATE], resolves the alleged claims brought on behalf of all California past and present hourly-paid, non-exempt employees of Defendant employed at any time during the PAGA Period ("PAGA Group").

Pursuant to the Court's Order Approving PAGA Settlement ("Approval Order"), a payment of $995,000.00 was approved in settlement of this Lawsuit. As discussed in detail below, significant fees and costs will be deducted from the $995,000.00 settlement payment, leaving only a small portion to be split among approximately 7,762 employees who worked during the PAGA Period, including you. Upon the date of entry of that Approval Order, and payment of all funds due under this Settlement, the California Labor & Workforce Development Agency ("LWDA") and PAGA Group, including Plaintiff, fully release and forever discharge the Defendant (and other Released Parties as defined in the PAGA Settlement Agreement) from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts contained in the Operative Complaint, and the PAGA Notice dated December 24, 2021 ("PAGA Notice") that was sent to Defendant and the LWDA by Plaintiff, which includes the PAGA claims based on Defendant's alleged failure to: pay minimum and overtime wages, provide meal periods and rest periods, maintain accurate records for hours worked, timely pay wages at termination, provide accurate itemized wage statements, reimburse necessary business expenses, and all other claims and allegations made or which could have reasonably been made in the Lawsuit based on the facts and allegations pled in the Operative Complaint and PAGA Notice. The Parties intend this release to be limited to claims for civil penalties only.

After accounting for PAGA Counsel's attorneys' fees of $_______ and reimbursement of litigation costs of $_______, a representative service payment to Plaintiff of $_______, and settlement administration costs of $_______, the remaining sum will be divided pursuant to California law as follows: $_______ (75%) to the LWDA and $_______ (25%) to all PAGA Group employees to be shared on a proportionate basis. The enclosed check represents your share based upon the number of PAGA Pay Periods you worked during the PAGA Period. An IRS 1099 form is enclosed. You will be solely responsible for paying federal, state, or local taxes, if any, on the amount of your check.

Regardless of whether you negotiate the enclosed check, by way of this Settlement and the corresponding Approval Order, for the PAGA Period, each PAGA Group employee has fully released Defendant and other Released Parties for all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts contained in the PAGA Notice and Plaintiff' Operative Complaint filed in the Action.

Your enclosed check is valid for 180 days from the date of its issuance. ***It is strongly recommended that you cash or deposit this check immediately***. After the 180 days expires, you cannot cash the check, it will be null and void, and the amount will be forwarded to the State of California Controller's Office Unclaimed Property Division for further handling. **Even if you fail to cash the enclosed check, you will still be deemed to have released all claims arising from the Lawsuit, including all claims set forth in the release of claims described above.**

If the check is lost or misplaced, please contact the Administrator immediately at [xxx-xxx-xxxx] to have it reissued. If you have any questions about your check, please contact the [insert administrator information]**.**

EXHIBIT 2

MOON & YANG, APC
ATTORNEYS AT LAW
WWW.MOONYANGLAW.COM

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

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

December 24, 2021

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

VIA CERTIFIED MAIL
Elkhorn Packing Co., LLC
60 W. Market Street, Suite 150
Salinas, CA 93902

Notice of Labor Code Violations and PAGA Penalties

Re: ***Edgar Yunuen Estrada v. Elkhorn Packing Co., LLC***

To Whom It May Concern:

Please be advised that my office has been retained by Edgar Yunuen Estrada ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Elkhorn Packing Co., LLC ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

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

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

Factual Background Regarding Plaintiff's Employment with Defendant

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

Plaintiff worked for Defendant as a field worker from approximately March 2019 to the present, primarily in Sacramento County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week, and in excess of 8 hours each workday.

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

Failure to Pay for All Hours Worked, Including Overtime

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

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

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

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Defendants failed to record and maintain records of the exact times in which Plaintiff and the Aggrieved Employees worked, instead requiring only a sign-in sheet for attendance, leading to underpayment to Plaintiff and the Aggrieved Employees. Also throughout the statutory period, Defendants failed to include all remuneration when determining the correct overtime rate of pay, meal period premium rate of pay, and sick pay rate of pay, leading to underpayment. Also throughout the statutory period, Plaintiff and the Aggrieved Employees were instructed to take company busses to the work location, but were not paid for this time. Further, prior to the scheduled time to work, Plaintiff and the Aggrieved Employees were required to conduct pre-shift activities, which included washing their hands (and standing in line), starting machines, and daily warm-ups. Once these activities were completed, they were then permitted to begin their shift, all off the clock and uncompensated. In maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

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

Failure to Provide Meal Periods

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

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

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

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

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours).

Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

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

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

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

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

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

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

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

Failure to Reimburse and Indemnify Expenses

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

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

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

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

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

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

Failure to Furnish Accurate Itemized Wage Statements

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

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

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

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

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

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

<u>Failure to Pay All Earned Wages Twice Per Month</u>

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

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

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

Action for Civil Penalties Under PAGA

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

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

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

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

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

Sincerely,

MOON & YANG, APC

Kane Moon
Attorney at Law

EXHIBIT 3

EXHIBIT 4

Activities Export

05/16/2025
2:10 PM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
02/27/2025	$	One Legal - Notice Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Support Account	1.00	$18.75	-	$18.75
08/22/2024	$	ACE - Obtain Minute Order Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Support Account	1.00	$197.50	-	$197.50
07/22/2024	$	One Legal - Notice Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Support Account	1.00	$16.79	-	$16.79
07/22/2024	$	One Legal Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Support Account	1.00	$16.79	-	$16.79
07/03/2024	$	M Resolution Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Support Account	1.00	$10,000.0C	-	$10,000.00
05/09/2024	$	Ace Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Andrea Marin	1.00	$50.75	-	$50.75
01/19/2024	$	Judicate West Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Andrea Marin	1.00	$5,975.00	-	$5,975.00
11/28/2023	$	American Arbitration Association Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Andrea Marin	1.00	$360.50	-	$360.50
02/07/2023	$	One Legal Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Andrea Marin	1.00	$16.63	-	$16.63
							$0.00 0.00h	**$19,685.00** 0.00h

Activities Export

05/16/2025
2:10 PM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
06/13/2022	$	One Legal Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Seung Yang	1.00	$15.29	-	$15.29
05/27/2022	$	One Legal Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Seung Yang	1.00	$15.29	-	$15.29
05/13/2022	$	One Legal Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Seung Yang	1.00	$36.03	-	$36.03
05/13/2022	$	One Legal Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Seung Yang	1.00	$122.03	-	$122.03
04/26/2022	$	Courtcall Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Seung Yang	1.00	$94.00	-	$94.00
04/21/2022	$	One Legal Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Seung Yang	1.00	$15.29	-	$15.29
03/23/2022	$	One Legal Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Seung Yang	1.00	$15.29	-	$15.29
03/23/2022	$	One Legal Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Seung Yang	1.00	$126.76	-	$126.76
02/07/2022	$	Ace Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Seung Yang	1.00	$275.00	-	$275.00
							$0.00 0.00h	**$19,685.00** 0.00h

Activities Export

05/16/2025
2:10 PM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
12/29/2021	$	Admin fee Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Seung Yang	1.00	$750.00	-	$750.00
12/28/2021	$	Complaint fee Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Seung Yang	1.00	$1,492.31	-	$1,492.31
12/28/2021	$	LWDA Unbilled	01549-Salas Salas v. Elkhorn Packing, Co. LLC (CJ)	Seung Yang	1.00	$75.00	-	$75.00
							$0.00 0.00h	**$19,685.00** 0.00h

EXHIBIT 5

CASE ASSUMPTIONS

Aggrieved Members	7762
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	7762
Subtotal Admin Only	**$22,500.00**

Will Not Exceed Total $22,500.00

For 7762 Aggrieved Members

Pricing Good for Scope of Estimate Only

May 14, 2025

Case: Edgar Estrada v. Elkhorn Packing PAGA Administration wTranslation

Phoenix Contact: Jodey Lawrence
Contact Number: 800-523-5773
Email: Jodey@phoenixclassaction.com

Requesting Attorney: S. Emily Grams
Firm: MOON LAW GROUP, PC
Contact Number: (213) 232-3128
Email: segrams@moonlawgroup.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on 7762 Aggrieved Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	3	$375.00
Programming Database & Setup	$125.00	3	$375.00
Toll Free Setup*	$55.36	1	$55.36
Call Center & Long Distance	$2.00	194	$388.10
NCOA (USPS)	$300.00	1	$300.00
Language Translation	$300.00	1	$300.00
		Total	**$1,793.46**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	2	$250.00
Data Merge & Duplication Scrub	$0.10	7,762	$776.20
Notice and Check Packet	$0.95	7,762	$7,373.90
Estimated Postage (up to 1 oz.)*	$0.69	7,762	$5,355.78
		Total	**$13,755.88**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$50.00	4	$200.00
Skip Tracing Undeliverables	$1.00	388	$388.10
Remail Notice Packets	$0.95	388	$368.70
Estimated Postage	$0.69	388	$267.79
Programming Undeliverables	$50.00	4	$200.00
		Total	**$1,424.58**

Database Programming			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$125.00	2	$250.00
Case Manager	$125.00	2	$250.00
		Total	**$500.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	3	$375.00
Disbursement Review	$125.00	3	$375.00
Programming Manager	$95.00	3	$285.00
QSF Bank Account & EIN	$50.00	1	$50.00
Check Run Setup & Printing	$125.00	6	$750.00
		Total	**$1,835.00**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$100.00	4	$400.00
Remail Undeliverable Checks (Postage Included)	$1.50	194	$291.08
Case Associate	$125.00	5	$625.00
Reconcile Uncashed Checks	$125.00	6	$750.00
Conclusion Reports	$125.00	2	$250.00
Case Manager Conclusion	$125.00	1	$125.00
Final Reporting & Declarations	$125.00	1	$125.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	$625.00	1	$625.00
		Total	**$3,191.08**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$22,500.00**

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 6

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406
6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389

6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 7

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
36.47% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	$30,515	$31,538	$32,552	$33,563	$34,576	$35,168	$36,173	$37,184	$37,225	$38,171
2	$34,311	$35,127	$36,264	$37,225	$37,643	$38,749	$39,856	$40,963	$42,070	$43,176
3	$37,439	$38,687	$39,934	$41,181	$42,429	$43,676	$44,923	$46,171	$47,418	$48,665
4	$42,026	$43,427	$44,829	$46,231	$47,632	$49,034	$50,435	$51,837	$53,238	$54,640
5	$47,019	$48,586	$50,153	$51,719	$53,286	$54,853	$56,419	$57,986	$59,553	$61,119
6	$52,414	$54,161	$55,908	$57,654	$59,401	$61,148	$62,895	$64,642	$66,389	$68,135
7	$58,244	$60,186	$62,128	$64,070	$66,012	$67,954	$69,896	$71,838	$73,780	$75,722
8	$64,503	$66,653	$68,804	$70,955	$73,106	$75,256	$77,407	$79,558	$81,709	$83,859
9	$71,244	$73,619	$75,993	$78,368	$80,742	$83,117	$85,492	$87,866	$90,241	$92,615
10	$78,455	$81,070	$83,685	$86,300	$88,914	$91,529	$94,144	$96,759	$99,373	$101,988
11	$86,199	$89,071	$91,944	$94,817	$97,689	$100,562	$103,435	$106,307	$109,180	$112,053
12	$103,316	$106,760	$110,205	$113,649	$117,094	$120,538	$123,983	$127,427	$130,872	$134,317
13	$122,857	$126,953	$131,048	$135,144	$139,239	$143,334	$147,430	$151,525	$155,621	$159,716
14	$145,180	$150,019	$154,858	$159,697	$164,536	$169,376	$174,215	$179,054	$183,893	$188,733
15	$170,769	$176,461	$182,153	$187,845	$193,538	$195,200 **	$195,200 **	$195,200 **	$195,200 **	$195,200 **
16	$200,281	$206,957	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *
17	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *
18	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.
** Rate limited to the rate for Level IV of the Executive Schedule.

EXHIBIT 8

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
33.94% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	$29,949	$30,954	$31,949	$32,941	$33,935	$34,516	$35,502	$36,495	$36,535	$37,463
2	$33,675	$34,476	$35,592	$36,535	$36,945	$38,031	$39,117	$40,203	$41,290	$42,376
3	$36,745	$37,969	$39,194	$40,418	$41,642	$42,866	$44,090	$45,315	$46,539	$47,763
4	$41,247	$42,622	$43,998	$45,374	$46,749	$48,125	$49,500	$50,876	$52,251	$53,627
5	$46,148	$47,685	$49,223	$50,761	$52,298	$53,836	$55,373	$56,911	$58,449	$59,986
6	$51,442	$53,157	$54,871	$56,586	$58,300	$60,014	$61,729	$63,443	$65,158	$66,872
7	$57,164	$59,070	$60,976	$62,882	$64,788	$66,694	$68,600	$70,506	$72,412	$74,318
8	$63,307	$65,418	$67,529	$69,639	$71,750	$73,861	$75,972	$78,083	$80,194	$82,305
9	$69,923	$72,254	$74,584	$76,915	$79,246	$81,576	$83,907	$86,237	$88,568	$90,898
10	$77,001	$79,567	$82,133	$84,700	$87,266	$89,832	$92,399	$94,965	$97,531	$100,097
11	$84,601	$87,420	$90,239	$93,059	$95,878	$98,698	$101,517	$104,337	$107,156	$109,975
12	$101,401	$104,781	$108,162	$111,543	$114,923	$118,304	$121,684	$125,065	$128,446	$131,826
13	$120,579	$124,599	$128,619	$132,638	$136,658	$140,677	$144,697	$148,716	$152,736	$156,755
14	$142,488	$147,238	$151,987	$156,737	$161,486	$166,236	$170,985	$175,735	$180,484	$185,234
15	$167,603	$173,190	$178,776	$184,363	$189,950	$195,200 **	$195,200 **	$195,200 **	$195,200 **	$195,200 **
16	$196,568	$203,120	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *
17	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *
18	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.
** Rate limited to the rate for Level IV of the Executive Schedule.