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David W. Slayton,
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By S. Drew, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DEREK HANNA, JR; individually and on
behalf of all others similarly situated,

Plaintiff,

v.

HOLLYWOOD PARK MANAGEMENT
COMPANY, LLC, a limited liability
company; HOLLYWOOD PARK
MANAGEMENT COMPANY II, LLC, a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 22STCV02395
Related Case No.: 22STCV36594

*[Assigned for all purposes to the Hon. Elihu M.
Berle, Department 6]*

**DECLARATION OF KANE MOON IN
SUPPORT OF PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

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

PAGA APPROVAL HEARING:

Date: December 22, 2025
Time: 11:00 am
Department: 6

Action Filed: November 18, 2022
Related Action Filed: January 20, 2022
Trial Date: None Set

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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 Plaintiffs Derek Hanna Jr. and C’Naisa Bey (“Plaintiff”). I have personal knowledge of the facts set forth in this declaration and if called as a witness, I could and would testify competently to them under oath.

2. Plaintiffs seek approval of the Settlement Agreement (the “Settlement,” “Agreement,” or “Settlement Agreement”) entered into with Defendants Hollywood Park Management Company, LLC and Hollywood Park Management Company II, LLC, (“Defendant” or “Defendants”) (collectively with Plaintiffs, the “Parties”), which, once approved, will fully resolve the claims in the above-captioned litigation (the “Action”). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit** **1**.

CASE BACKGROUND AND PROCEDURAL HISTORY

3. Hollywood Park is a 300-acre mixed-use sports and entertainment property located in Inglewood, CA. Hollywood Park is home to SoFi Stadium. Adjacent to the stadium and under the same roof canopy is a 2.5-acre open-air plaza, American Airlines Plaza, and the 6,000-seat YouTube Theater. Defendant was formed to manage the property and manage events at Hollywood Park. Defendant employs a wide range of employees, including part-time/seasonal employees such as Plaintiffs, other event operations employees, customer and guest services employees, landscape and groundskeeper employees, maintenance employees, broadcast employees such as engineers, video production and audio technicians, IT employees, sales and marketing employees, and security personnel.

4. Plaintiff Derek Hanna (“Plaintiff Hanna” or “Hanna”) worked for Defendant as a Guest Services Manager or Guest Experience Manager. Hanna was employed on a seasonal or part-time basis by Defendant from September, 2020 to November, 2021. Hanna was responsible for managing a team of guest service or guest experience employees meeting the needs of VIP guests, fans, and customers at various locations throughout Hollywood Park, which includes SoFi Stadium and YouTube Theater, during sporting events, concerts, and other events. He was classified as a non-exempt employee throughout his employment. Plaintiff Hanna’s schedule varied based on events at the stadium. For each event, Plaintiff

1 Hanna attended at least one Zoom meeting or in-person meeting in advance of the event and arrived at the
2 stadium several hours in advance of the game or concert on the day of. Pre-event meetings were generally
3 two (2) hours. On days of games or concerts, Plaintiff Hanna's schedule varied depending on the event.
4 Plaintiff worked six (6) to eleven (11) hour days. Plaintiff Hanna contends both he and his former coworkers
5 were subjected to the same unlawful labor practices during their employment by Defendant.

6 5. Plaintiff C'Naisa Bey ("Plaintiff Bey" or "Bey") also worked on a part-time basis as a Guest
7 and Employee Services Operational Member for Defendant from September, 2023 to December, 2023. In
8 her role, Bey was responsible for preparing for and serving the needs of guests and fellow employees. She
9 was responsible for any task supervisors assigned her, ranging from stocking the break room with water
10 and snacks, prepping and handling tools, charging radios and walkie talkies, and working in the uniform
11 room. Bey's scheduled varied by event. Her shifts ranged anywhere from eight (8) to fourteen (14) hours.
12 Plaintiff Bey contends both he and his former coworkers were subjected to the same unlawful labor
13 practices during their employment by Defendant.

14 6. On January 20, 2022, Plaintiff Hanna submitted a PAGA notice of alleged Labor Code
15 violations to Defendant and the California Labor and Workforce Development Agency (the "LWDA"). A
16 true and correct copy of Plaintiff Hanna's PAGA notice is attached hereto as **Exhibit 2**. Plaintiff Hanna's
17 administrative exhaustion period expired without the LWDA indicating its intent to investigate the
18 allegations.

19 7. On January 20, 2022, Plaintiff Hanna also filed a class action complaint against Defendant on
20 behalf of all persons who worked and are still working for the Defendant in California as an hourly, non-
21 exempt employee at any time during the statute of limitations period applicable to the claims presented
22 herein and ending when notice to the Class is sent, alleging Defendant systematically: (1) failed to pay
23 minimum wages for all hours worked, (2) failed to pay overtime wages, (3) failed to provide employees
24 with timely and duty-free meal periods, (4) failed to authorize and permit employees to take timely and
25 duty-free rest periods (5) failed to indemnify employees for necessary business expenses incurred, (6)
26 failed to timely pay wages of discharged employees, (7) failed to provide and maintain accurate and
27 compliant wage records, and (8) violation of California Business & Professions Code §§ 17200, et seq.
28 Defendants removed the Class Action case to federal court on February 28, 2022. Upon Plaintiff Hanna's

1 motion to remand, the case was remanded to Los Angeles County Superior Court on March 10, 2023. While
2 the remand motion was pending, Plaintiff Hanna filed a separate PAGA-only complaint in Los Angeles
3 Superior Court on November 18, 2022 (Case No. 22STCV36594)(the “PAGA Action”).

4 8. On July 19, 2023, the Court granted Defendants’ Motion to Compel Arbitration in both Class
5 Action and PAGA Action, dismissed Plaintiff Hanna’s class claims in the Class Action, and stayed non-
6 individual PAGA claims pending the outcome of the arbitration. On September 11, 2023, Plaintiff Hanna
7 initiated his individual arbitration with the American Arbitration Association. After some initial discovery,
8 the Parties agreed to mediate the case on a PAGA-wide basis.

9 9. Plaintiff Bey retained Plaintiffs’ counsel for wage and hour and potential individual wrongful
10 termination and retaliation claims. On December 4, 2024, Plaintiff Bey submitted a PAGA notice of alleged
11 Labor Code violations to Defendant. Pursuant to a tolling agreement with Defendants, Plaintiff Bey has not
12 filed a complaint or initiated an individual arbitration. Plaintiffs will seek leave to amend the Operative
13 Complaint in the PAGA Action to add Plaintiff C’Naisa Bey as an additional named Plaintiff. A true and
14 correct copy of Plaintiff Bey’s PAGA notice is attached hereto as **Exhibit 3**. Both Plaintiffs’ administrative
15 exhaustion period expired without the LWDA indicating its intent to investigate the allegations

16 10. On July 24, 2024, the Parties participated in a mediation before Steve Serratore, Esq., where a
17 settlement on Plaintiff’s individual and representative PAGA claims was achieved.

18 11. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with
19 the laws identified in the Operative Complaint, and denies any and all liability for the causes of action
20 alleged.

21 12. The Parties, Plaintiffs’ Counsel, and Counsel for Defendant represent that they are not aware
22 of any other pending matter or action asserting claims that will be extinguished or affected by the
23 Settlement.

24 DISCOVERY AND INVESTIGATION

25 13. Following the filing of the initial complaint, Defendants removed the Class Action case to
26 federal court on February 28, 2022. Defendant also informed Plaintiff’s counsel that Plaintiff executed a
27 binding arbitration agreement with a class action waiver. Upon Plaintiff Hanna’s motion to remand, the
28 case was remanded to Los Angeles County Superior Court on March 10, 2023. While the remand motion

1 was pending, Plaintiff Hanna filed the PAGA Action. the Court granted Defendants' Motion to Compel
2 Arbitration in both Class Action and PAGA Action, dismissed Plaintiff Hanna's class claims in the Class
3 Action, and stayed non-individual PAGA claims pending the outcome of the arbitration. On September 11,
4 2023, Plaintiff Hanna initiated his individual arbitration with the American Arbitration Association. After
5 some initial discovery in the individual arbitration, the Parties agreed to mediate the case on a PAGA-wide
6 basis. The Parties subsequently agreed to mediate the Action and further agreed to a protocol for an informal
7 exchange of documents and information before mediation. Prior to mediation, the Parties engaged in
8 informal discovery, including an exchange of data and demographic information, which allowed the Parties
9 to meaningfully mediate this matter. Specifically, prior to mediation, Defendant provided time and pay data
10 for Aggrieved Employees and documents regarding Defendant's written employment policies.

11 14. After reviewing and analyzing the documents regarding Defendant's wage and hour policies
12 and practices, the Aggrieved Employees' time and pay records, and other information provided by
13 Defendant and Plaintiffs, Plaintiffs' Counsel were able to evaluate the probability of success on the merits
14 and Defendant's maximum and risk-adjusted monetary exposure. Plaintiffs' Counsel retained an expert to
15 analyze the records produced and prepare a damage analysis prior to mediation. The time and pay records
16 produced contained 194,314 shifts that employees worked (representing roughly 82.6% of total shifts
17 worked in the PAGA Period), which allowed the expert to prepare an analysis with a high degree of
18 certainty. In conjunction with their extensive factual investigation, Plaintiffs' Counsel also investigated the
19 applicable law regarding the claims and defenses asserted in the litigation. Thus, Plaintiffs and their
20 Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to
21 act intelligently in negotiating the Settlement.

22 SETTLEMENT NEGOTIATIONS

23 15. On July 24, 2024, the Parties participated in private mediation before Steve Serratore, Esq.,
24 an experienced, professional mediator. The settlement negotiations were at arm's length and, although
25 conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore
26 the potential for a settlement of the dispute, but each side was also prepared to litigate their position through
27 trial and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding
28 the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties were unable to

1 reach a settlement at mediation. However, the Parties continued to discuss settlement and eventually agreed
2 to the terms of a mediator's proposal, the material terms of which are encompassed within the Settlement
3 Agreement. The Parties recognized that the issues presented in the Action are likely only to be resolved
4 with extensive and costly pretrial and trial proceedings, and that further litigation will lead to
5 inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of
6 litigation. Plaintiffs and their Counsel considered the risk and uncertainty of the outcome inherent in
7 any litigation when determining whether this Settlement was the correct option.

8 16. The Settlement Agreement only includes all non-exempt, hourly employees who worked in
9 California for Defendant during the PAGA Period ("Aggrieved Employees"). (Settlement Agreement, ¶
10 1.4) The PAGA Period is the period from September 14, 2021 through October 10, 2025.¹ (*Id.* at ¶ 1.19.)

11 17. The Gross Settlement Amount is \$1,300,000.00. (Settlement Agreement, ¶ 3.1) The
12 Settlement Agreement provides Defendant will not oppose a request of up to one-third (1/3) of the Gross
13 Settlement Amount (\$433,333.33) for Plaintiffs' Counsels' attorneys' fees, plus reimbursement for out-of-
14 pocket litigation costs not to exceed \$40,000.00 (the "Attorney Fee Award" and "Cost Award"). (Settlement
15 Agreement, ¶ 3.2.1.) If the amount awarded is less than the amount requested by Plaintiff's Counsel for the
16 Attorney Fee Award and/or Cost Award, the difference shall become part of the Net Settlement Amount
17 and be available for distribution to Aggrieved Employees. (*Id.*) At this time, Plaintiff's Counsel's actual
18 costs are **\$31,446.61**, and a true and correct copy of the litigation costs to-the-date is attached hereto as
19 **Exhibit 4.**

20 18. The Settlement Agreement provides the Settlement Administrator will be paid Administration
21 Costs not to exceed \$15,000.00 for its fees and expenses in administering this Settlement. (Settlement
22 Agreement, ¶ 3.2.3.) If the actual amount of Administration Costs is less than the amount estimated and/or
23 requested, the difference shall become part of the Net Settlement Amount and be available for distribution
24 to Aggrieved Employees. (*Id.*) The Parties jointly appoint CPT Group Class Action Administrators, as the
25

26
27 ¹ Although the Settlement Agreement states the PAGA Period is from September 14, 2021 through
28 October 10, 2025, or date of the Approval Order, whichever is sooner, the Settlement Agreement itself
was not finalized until November 6, 2025. There is no possibility that the Approval Order will be entered
prior to October 10, 2025, thus cutting the PAGA Period off at October 10, 2025.

1 neutral entity to administer this Settlement based on its bid of \$15,000.00. (*Id.* at ¶ 1.) A true and correct
2 copy of the bid is attached hereto as **Exhibit 5**.

3 19. The Settlement Agreement provides that Plaintiff Hanna will be paid a PAGA Enhancement
4 Payment of \$10,000.00 and Plaintiff Bey will be paid a PAGA Enhancement Payment of \$5,000.00, subject
5 to approval by the Court. (Settlement Agreement, at ¶ 3.2.2.)

6 20. After deducting the Attorney Fee Award, Cost Award, PAGA Enhancement Payment, and
7 Administration Costs, in the amounts approved by the Court, the remainder will be allocated to the Net
8 Settlement Amount and distributed as 75% to the LWDA (“LWDA Payment”) and 25% to the Aggrieved
9 Employees as Individual PAGA Payments. (Settlement Agreement, ¶ 3.2.4.) No claim form is required for
10 Aggrieved Employees to receive Individual PAGA Payments. Aggrieved Employees will also receive a
11 letter with their payment explaining the proposed Settlement in plain English and a Spanish translation.

12 21. The Gross Settlement Amount will be transferred by Defendant to the Settlement
13 Administrator within thirty (30) days of the Effective Date. (Settlement Agreement, ¶ 4.3.) The Settlement
14 Administrator will disburse: (1) the Net Settlement Amount to be paid to Aggrieved Employees; (2) the
15 Attorney Fee Award and Cost Award to Plaintiffs’ Counsel, as approved by the Court; (3) the PAGA
16 Enhancement Payments to Plaintiffs, as approved by the Court, (4) the Administration Costs, as approved
17 by the Court; and (5) the LWDA Payment, within thirty (30) calendar days of Defendant’s funding of the
18 Gross Settlement Amount. (Settlement Agreement, ¶ 4.4.)

19 **THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE**

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

26 23. Based on its records, Defendant estimates that there were 2,349 Aggrieved Employees during
27 the relevant period as of October 22, 2025. Defendant also represents that there were approximately 54,210
28 pay periods worked during the relevant time period. Prior to mediation, Plaintiffs’ expert analyzed a

1 sampling of the time and payroll records for 2,121 employees that Defendant had produced and accordingly,
2 was able to confirm Plaintiff's allegations.

3 24. Off-the-Clock/Unpaid Minimum Wages and Overtime Claims. Plaintiffs allege they and the
4 aggrieved employees were required to work "off the clock" and uncompensated. Between the time Plaintiffs
5 arrived at Hollywood Park and when they clocked in, Plaintiffs were subject to a lengthy set of procedures
6 consisting of checking-in at the gates to the parking lot, driving to a designated parking area, walking to one
7 of several check-in locations, walking to and waiting in line to go through body scans for security, and
8 walking to one of several areas to check-in. Despite being subject to Defendant's control from the moment
9 they entered Hollywood Park grounds to the time they were able to clock-in, Plaintiffs were not paid for the
10 time spent going through check-in and security procedures. Employees are subject to discipline for clocking
11 in even one (1) minute late. Employees received "points" that accumulate for disciplinary purposes.
12 Plaintiff Hanna testified he had to arrive an hour before the start of his shift in order to ensure he clocked-
13 in on time. Likewise, Plaintiff Bey states she was required to arrive early in order to go through the security
14 protocols and be able to clock-in on time. Plaintiffs estimate at least thirty (30) minutes of unpaid pre-shift
15 time for shift. Even when trying to clock-in, employees were subject to time-shaving of their clocked-in
16 times. Plaintiff Bey states the time clock system was often glitchy and resulted in an "error" message when
17 she tried to clock in. In such instances, Plaintiff Bey would need to spend fifteen (15) to thirty (30) minutes
18 finding a supervisor or management to help her clock-in. When this happened, Plaintiff Bey was always
19 paid starting from the time that management fixed the glitch, not at the time she initially checked in.
20 Therefore, the off-the-clock time between the initial clock-in attempt and the successful clock-in was never
21 recorded. Despite complaints, management never adjusted her time to include this time. Both Plaintiffs
22 were also frequently required by supervisors to perform additional work "helping out" after clocking out.
23 Plaintiff Hanna testified at his deposition that, on occasion, a supervisor asked him to help carry equipment
24 or to find and return credentials and equipment to the other side of the stadium from where he was located.
25 Plaintiff Bey stated she also was asked to take care of tasks to help supervisors after she clocked out.
26 Defendant promotes a culture of "helping the team" and employees felt it was part of the job to do what
27 was requested.
28

1 25. Other examples of off-the-clock work are specific to Plaintiff Hanna and Plaintiff Bey's jobs.
2 Plaintiff Hanna regularly attended pre-event Zoom "Leadership Huddle" debriefing meetings. Plaintiff
3 Hanna did not clock-in or clock-out for these meetings because he was not on stadium premises. The
4 meetings generally took two (2) hours. Plaintiff Hanna was paid only for the time management entered on
5 his half for the meeting. However, the time entered on his behalf did not accurately reflect all the time he
6 was actually in the meeting, the time waiting to be entered into the Zoom meeting, or in the Zoom waiting
7 for the meeting to start. In addition, Plaintiff Hanna testified that he was regularly contacted off-duty during
8 the week via text or WhatsApp group messages and required to respond. Plaintiff Bey states she was never
9 paid for the approximately eight (8) hours spent at a mandatory orientation. Plaintiff Bey was initially
10 informed the time would be paid. However, on the day of the orientation, Plaintiff Bey was told that because
11 the employee ID cards used to clock in and out were not ready for her and the other employees at the
12 orientation, that the day would not be paid. The hours were never recorded nor did Defendant pay her for
13 the orientation time. As a result of all of the above, Defendant failed to compensate Plaintiffs and other
14 aggrieved current and former employees for all hours worked, resulting in a failure to pay all minimum
15 wages and overtime wages, where applicable. Defendant argued that employees were paid for all time
16 worked. There were no post-shift off-the-clock duties at events. At some point in 2023, the location of time
17 clocks and the security check-in procedures were changed such that employees clocked in prior to going
18 through security procedures. Moreover, Defendant argued that Plaintiff Hanna's time records demonstrate
19 he was paid for time spent in off-site Zoom meetings.

20 26. Meal Break Claims. Plaintiffs allege claims that Defendant sometimes, but not always,
21 required Plaintiffs and the aggrieved employees to work in excess of five consecutive hours a day
22 without providing 30-minute, continuous and uninterrupted, duty-free meal period for every five hours
23 of work, or without compensating Plaintiffs and the aggrieved employees for meal periods that were
24 not provided by the end of the fifth hour of work or tenth hour of work. Plaintiffs state they were never
25 fully relieved of duties during their meal breaks. Plaintiff Bey was required to keep her radio on during meal
26 breaks and respond to requests. While Plaintiff Hanna testified he was able put his radio aside during his
27 meal break, he was still required to respond to WhatsApp messages or requests involving VIP guests during
28 his meal breaks. In addition, Plaintiffs were both strongly discouraged by management from leaving the

1 premises during meal breaks. Both Plaintiffs state that in order to take breaks, it was required that someone
2 arrive to cover for them. However, no relief work would be able to arrive to allow them to leave their posts
3 for a meal break. Defendants also did not adequately inform Plaintiffs and the aggrieved employees of
4 their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours,
5 by the end of the tenth hour of work. Accordingly, Defendant's policy and practice was to not provide
6 meal periods to Plaintiffs and the aggrieved employees in compliance with California law. Defendant
7 argued that employees were regularly relieved of their duties and took legally compliant meal breaks prior
8 to the beginning of the 5th hour of work. Defendant also argued that in instances where employees took a
9 late or missed a meal period, a meal period premium was paid, and that they received timely meal breaks
10 and that meal period waivers were in place for many instances.

11 27. Rest Break Claims. Plaintiffs allege that throughout the statutory period, Defendant
12 wrongfully failed to authorize and permit Plaintiff and the aggrieved employees to take timely and
13 duty-free rest periods. Defendant sometimes, but not always, required Plaintiffs and the aggrieved
14 employees to work in excess of four consecutive hours a day without Defendant authorizing and
15 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four hours of
16 work (or major fraction of four hours), or without compensating Plaintiffs and the aggrieved employees
17 for rest periods that were not authorized or permitted. Defendant also did not adequately inform
18 Plaintiffs and the aggrieved employees of their right to take a rest period. Moreover, Defendant did not
19 have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the aggrieved
20 employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods.
21 Defendant also did not maintain accurate records of employee work periods, and therefore Defendants
22 cannot demonstrate that Plaintiff and the aggrieved employees took rest periods during the middle of each
23 work period. At his deposition, Plaintiff Hanna testified he was never able to take rest breaks due to the
24 nature of his work. Plaintiff Hanna was required to be able to respond to VIP guests and customers and to
25 always have his radio on or to be able to respond to WhatsApp group messaging. Even if Defendant
26 authorized rest breaks, Plaintiff Hanna was required to remain at his designated location and monitor
27 communications to be able to respond immediately. Plaintiff Bey also states she never received rest breaks.
28 She was required to keep her radio on during designated rest breaks and she was subject to discipline if she

1 did not respond to any communications over the radio or requests for her services. Accordingly, Defendant's
2 policy and practice was to not authorize and permit Plaintiffs and the Aggrieved Employees to take rest
3 periods in compliance with California law. Defendant argued that employees were authorized to take their
4 rest breaks, shifts were sufficiently staffed to provide cover for employees, and provided legally compliant
5 rest breaks that employees routinely take.

6 28. Reimbursement of Necessary Expenses. Plaintiffs and the other aggrieved employees were
7 regularly required to use their personal cell phones for work purposes as secondary communication devices,
8 using their cell phones for group messages with co-workers and supervisors. Plaintiffs also regularly
9 received calls from the company on her personal cell phone for work-related conversations. Defendant did
10 not reimburse for any cell phone expenses. Plaintiff Hanna was not reimbursed for internet expenses for
11 Zoom meetings. In addition, Plaintiff Hanna was required to wear a suit for his job for events. Plaintiff Bey
12 was provided with a uniform shirt with a company logo but was required to wear formal black pants. While
13 some job positions received free laundry services, not all positions received money for cleaning and
14 maintenance of required event attire. Defendant disputed these claims by stating procedures existed for
15 employees to receive reimbursement and Plaintiffs did not seek reimbursement of these expenses.

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

21 30. Based on an evaluation that assumes a "catch-all" \$100 civil penalty to each pay period (using
22 an estimated total of 59,210² pay periods), Defendant's maximum potential exposure in this Action for civil
23 penalties under PAGA is estimated to be \$7,087,000.00 for a single Labor Code violation. However,
24 Defendant has not been subject to any prior court judgments or Labor Commissioner order placing it on
25 notice of any violation pertaining to the claims Plaintiff has asserted. In *Bernstein v. Virgin America Inc.*,

26
27 ² Upon the assessment of the parties' claims after mediation and during the preparation of the
28 settlement agreement, the Defendant's estimates for the pay periods revealed an adjusted number of 59,210
pay periods.

1 the Ninth Circuit essentially reiterated the 2008 holding in a California state appeal (*Amaral v. Cintas Corp.*
2 *No. 2*), holding that heightened penalties for “subsequent violations” under PAGA cannot be imposed until
3 the Labor Commissioner or a court notifies the employer in question of the Labor Code violation(s) at issue.
4 Specifically, the court stated that, “[u]ntil the employer has been notified that it is violating a Labor Code
5 provision (whether or not the Commissioner or court chooses to impose penalties), the employer cannot be
6 presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”
7 (163 Cal.App.4th at 1209; see also *Bernstein v. Virgin America, Inc.*, 990 F. 3d 1157, 1173 (9th Cir. 2021)
8 (the employer “was not notified by the Labor Commissioner or any court that it was subject to the California
9 Labor Code until the district court partially granted Plaintiffs’ motion for summary judgment”); *Steenhuyse*
10 *v. UBS Fin. Servs., Inc.*, 317 F. Supp. 3d 1062, 1067 (N.D. Cal. 2018) (“California law is clear that a
11 ‘subsequent violation’ level applies only to violations after the employer is on notice that its continued
12 conduct is unlawful”). Therefore, Defendant argued that Plaintiffs should only be entitled to recovery of an
13 initial \$100 penalty under PAGA and no “subsequent violation” penalties. Defendant also argued that
14 Plaintiffs would not be entitled to “stacking” of PAGA penalties for multiple Labor Code violations.
15 “Stacking” refers to the ability of a PAGA plaintiff to recover multiple PAGA civil penalties (for each
16 separate Labor Code violation) in one pay period. While we argued that “stacking” is permissible, citing
17 *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, which has suggested that
18 “stacking” is permissible, Defendant countered that other cases have held precisely the opposite. *See, e.g.*,
19 *Castillo v. ADT* (E.D. Cal. Jan. 24, 2017) Case No. 2:15-383 WBS DB, 2017 U.S. Dist. LEXIS 10579;
20 *Smith v. Lux Retail North America, Inc.* (N.D. Cal. June 13, 2013) Case No. 13-1579 WHA, 2013 U.S. Dist.
21 LEXIS 83562.

22 31. Moreover, although Plaintiffs’ Counsel believe there is merit to Plaintiff’s allegations, we
23 acknowledge a legitimate controversy exists as to Plaintiffs’ allegations. Defendant argues it properly paid
24 employees for all hours worked and maintains its compliance with all its meal and rest period obligations.
25 Further, Defendant explicitly contends that employees who worked between five (5) and six (6) hours and
26 did not receive a meal break, and employees who worked between ten (10) and twelve (12) and did not
27 receive a second meal break signed meal break waivers. Defendant further contends that to the extent there
28 were any violations, Defendant paid meal premium and rest break premiums. To the employees who

1 received wage statements that were allegedly inaccurate, Defendant asserts they suffered no actual damage
2 or harm as a result. Defendant also paid reimbursements in accordance with the law. Finally, Defendant
3 argued that Plaintiffs' respective job duties were unique to their job titles and differed from the majority of
4 other employees. Employees work in different departments and have different job duties, even on stadium
5 event days. Moreover, most of the aggrieved employees only work one (1) or two (2) days per week when
6 there is an event. As such, these are not typical, five (5) day, eight (8) hour shifts/day hourly-paid jobs.

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

15 33. Plaintiffs recognize that, although they believe there would be no persuasive grounds to reduce
16 the penalties, the Court could determine otherwise and significantly reduce the PAGA penalties. This wide
17 range of potential recovery and the additional delays and risks of trial provide justification to settle for a
18 reasonable amount of recovery at this point in the litigation.

19 34. Based on the foregoing, it is reasonable to assume, for resolution purposes, that a violation
20 occurred in approximately one-third of all pay periods resulting in a realistic (*risk-adjusted*) exposure of
21 **\$2,362,333.33** (\$7,087,000.00 x 33.33%).

22 35. Based on the foregoing, the \$1,300,000.00 settlement is an excellent result and amounts to
23 "genuine and meaningful" relief "consistent with the underlying purpose of the statute to benefit the public"
24 as it represents approximately **55.03%** of Plaintiff's realistic recovery. (*Villalobos v. Calandri Sunrise*
25 *Farm LP* (C.D. Cal., July 22, 2015, No. CV 12-2615 PSG (JEMx)) 2015 WL 12732709, at *5; *see also*
26 *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135.) The Aggrieved
27 Employees will receive timely, guaranteed relief and will avoid the risk of not being able to recover
28 anything.

1 36. After the Attorney Fee Award, Cost Award, PAGA Enhancement Payments, and
2 Administration Costs, the amount estimated in the Net Settlement Amount for the LWDA Payment, and
3 the Aggrieved Employees' Individual Settlement Shares is **\$796,666.67**.³ The Net Settlement Amount will
4 be split with 75% going to the LWDA ("LWDA Payment") and 25% going to the Aggrieved Employees
5 on a *pro rata* basis as Individual Settlement Shares. (Settlement Agreement, ¶ 3.2.4.) The Settlement
6 Administrator will calculate the Individual Settlement Shares according to the number of pay periods
7 worked by each Aggrieved Employee for Defendant in California during the PAGA Period relative to the
8 total number of pay periods worked by all Aggrieved Employees for Defendant in California during the
9 PAGA Period. (Settlement Agreement, ¶ 3.2.4.1.) Accordingly, approximately **\$199,166.67** will be
10 available to the estimated 2,349 Aggrieved Employees, which results in an average payment of **\$84.78** and
11 an estimated pay period value of **\$3.67** based on 54,210 estimated pay periods. The amount to each
12 Aggrieved Employee will vary based on each individual's duration of employment in the PAGA Period;
13 thus, those who worked longer for Defendant during the relevant period will receive a benefit greater than
14 the average estimated amount.

15 37. Plaintiffs' Counsel have conducted a thorough investigation into the facts of this case. Based
16 on the foregoing discovery and on their own independent investigation and evaluation, Plaintiffs' Counsel
17 are of the opinion that the Settlement is fair, reasonable, and adequate. Furthermore, considering all known
18 facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that could be
19 asserted by Defendant on the merits, the Settlement is in the best interests of the Aggrieved Employees.

20 38. Plaintiffs' Counsel considered the risk of not being able to proceed on a representative basis at
21 all due to the potential manageability issues, the risk of not prevailing at trial, and the risk that even if
22 Plaintiffs prevailed at trial, the damages would be limited due to the largely discretionary nature of the
23 damages. Indeed, pursuant to Labor Code section 2699, subdivision (e)(2), a Court may reduce PAGA
24 penalties "if, based on the facts and circumstances of the particular case, to do otherwise would result in an
25 award that is unjust, arbitrary and oppressive, or confiscatory." (Lab. Code § 2699(e)(2).) In other words,
26

27 ³ The Net Settlement Amount is estimated to be \$1,300,000.00 minus: \$433,333.33 for the Attorney
28 Fee Award, \$40,000.00 for the Cost Award, \$15,000.00 for the Administration Costs, and \$15,000.00 for
the PAGA Enhancement Payments. (Settlement Agreement, ¶ 3.2.)

1 were this matter to go to trial, any award granted would be at the Court's discretion and subject to a
2 substantial reduction.

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

9 MY EXPERIENCE AND QUALIFICATIONS

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

14 41. I co-founded Moon & Yang, APC in March 2010. Our firm recently changed its named with
15 the Secretary of State to Moon Law Group, PC. My practice is focused exclusively on advocating for the
16 rights of employees in wage and hour litigation, almost entirely in class and representative actions.

17 42. For the past decade, I have built my practice to have an emphasis on employment and related
18 civil litigation cases and have both prosecuted and defended employment-related litigation cases. I have
19 been heavily, successfully, and continuously involved in active litigation and trial work, and have conducted
20 bench and jury trials on behalf of both employees and employers in wage and hour cases. My current billing
21 rate is \$950.00 per hour.

22 43. I am experienced in prosecuting and defending employment matters, particularly class actions
23 as well as PAGA representative actions. My firm has focused a substantial percentage of its practice on
24 wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for
25 other wage and hour class action lawsuits pending in various counties throughout California, including in
26 state and federal courts. The following is a list of some of our recent class action settlements that have
27 received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class
28 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).

DANIEL PARK’S EXPERIENCE AND QUALIFICATIONS

44. Daniel J. Park is a Senior Associate at Moon Law Group, PC. He received his undergraduate degree from New York University Stern School of Business and earned a Juris Doctorate from Boston College Law School. He was admitted to practice in California in 2010. He is admitted to practice in the Courts of the State of California. The focus of his practice is class action wage and hour law. He has worked on multiple class action cases that have been granted final approval, including *McKinnon, et al. v. Renovate America, Inc., et al.*, San Diego Case No. 37-2015-00038150-CU-OE-CTL, *Hollinger, et al. v.*

1 *Safety Management Systems, LLC, et al.*, Kern County Superior Court Case No. S-1500-CV-284499,
2 *Novak v. Midlands Management Corporation et al.*, Los Angeles County Superior Court Case No.
3 BC567052, *Van Goey v. Pro's Choice Beauty Care, Inc.*, Los Angeles County Superior Court Case No.
4 BC545400, *Zaydenberg v. Crocs Retail, Inc.*, Los Angeles County Superior Court Case No. BC554213,
5 *Aceves et al. v. Cambro Manufacturing Company*, Orange County Superior Court Case No. 30-2015-
6 00810013-CU-OE-CXC, *Hynick v. AmeriFirst Financial, Inc.*, Los Angeles County Superior Court Case
7 No. BC573246, *Murillo v. W. A. Thompson, Inc.*, Kern County Superior Court Case No. BCV-16-
8 1019974, *Windham v. T.F. Louderback, Inc. dba Bay Area Beverage Company*, Contra Costa Superior
9 County Case No. MSC16-00861, *Hernandez v. NuCO2 Management, LLC*, Kern County Superior Court
10 Case No. BCV-17-102571, *Rafferty v. Academy Mortgage Corporation*, Sacramento County Superior
11 Court Case No. 34-2016-00191285-CU-OE-GDS, *Torrez v. Freedom Mortgage Company*, San
12 Bernardino County Superior Court Case No. CIVDS 1709351, *Madrigal v. Couch Distributing Company*,
13 Santa Cruz County Superior Court Case No. 15-CV-00439, *Hayes v. Advanced Drainage Systems, Inc.*,
14 Kern County Superior Court Case No. BCV-17-101019-SDS, *McCollumn v. Delta Tech Service, Inc.*,
15 Solano County Superior Court Case No. FCS049504, *Carr et al. v. American Security Products Company*,
16 San Bernardino County Superior Court Case No. CIVDS1606769, *Carr v. So-Cal Structural Steel*
17 *Fabrication, Inc.* San Bernardino County Superior Court Case No. CIVDS1605828, *John et al. v. Rival*
18 *Well Services Incorporated* Kern County Superior Court Case No. BCV-15-100504, *Marking et al. v.*
19 *Randy's Trucking, Inc.* Kern County Superior Court Case No. BCV-15-100180, *Navarro v. Trans-West*
20 *Intermodal, Inc.* San Bernardino County Superior Court Case No. CIVDS1700850, *Ramirez v. Mashburn*
21 *Transportation Services, Inc.*, Kern County Superior Court Case No. BCV-15-100591, *Vega et al. v.*
22 *Advance Beverage Co, Inc.*, Kern County Superior Court Case No. BCV-16-100848, *Turner v. Alliance*
23 *Residential, LLC*, Sacramento County Superior Court Case No. 34-2016-00199504-CU-OE-GDS, *Arman*
24 *v. Circor Aerospace, Inc.*, Riverside County Superior Court Case No. RIC1613578, *Bigby et al v. Eugene*
25 *Burger Management Corporation* Sacramento County Superior Court Case No. 34-2015-00182515-CU-
26 OE-GDS, *Garcia et al. v. Glide Rite* Los Angeles County Superior Court Case No. BC665485, *Lee v.*
27 *Westside Habitats, LLC*, Los Angeles County Superior Court Case No. BC702296, *Morel et al. v. Aseptic*
28 *Solutions USA Ventures, LLC*, Riverside County Superior Court Case No. RIC1711383, and *Orosco v.*

1 *Visonary Home Builders of California*, Sacramento County Superior Court Case No. 34-2017-00210368-
2 CU-OE-GDS. He was also certified as class counsel in *Hoffman v. Blattner Energy Inc.*, Central District
3 of California Case No. EDCV 14-02195-DMG (DTBx), a case that was certified as a class action after a
4 contested certification motion. Recently, Mr. Park was also certified as class counsel in the coordinated
5 class action matter *In re: Arriaga and Associates Wage and Hour Cases* (Coordinated Case No.
6 JCCP4980), a contested action that went to a jury trial resulting in a tentative judgment against the
7 defendants of over \$15 million.

8 45. Prior to joining Moon Law Group, PC, Mr. Park worked on both the plaintiff and defense side
9 of employment litigation, at Justice Law Corporation, and Bradley Gmelich & Wellerstein LLP,
10 respectively. At Justice Law Corporation, Mr. Park exclusively focused on the prosecution of consumer
11 and employment class actions, involving wage-and-hour claims and unfair business practices. Mr. Park
12 successfully handled more than one hundred California class and representative wage and hour actions.
13 He worked on multiple consumer-side class action cases that have been granted final approval. At Bradley
14 Gmelich & Wellerstein LLP, Mr. Park represented dozens of defendants in class action wage and hour
15 cases and PAGA representative actions.

16 PAGA COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

17 REQUEST FOR ATTORNEYS' FEES AND COSTS

18 50. The proposed award of attorneys' fees to Plaintiff's Counsel (\$433,333.33) can be justified
19 under either the lodestar method or percentage recovery method. Plaintiff's Counsel, however, based the
20 requested award of fees on the percentage method.

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

22

Attorney	Rate	Hours	Lodestar
Kane Moon	\$950.00	48.1	\$45,695.00
Daniel Park	\$850.00	146.7	\$117,360.00
Associate Attorney	\$450.00	132.1	\$59,445.00
Total:	Total:	326.9	\$222,500.00

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1 52. There are additional hours devoted to this litigation by the attorneys and legal assistants in my
2 office that are not reflected in the foregoing lodestar, including additional attorney time that will be spent
3 to obtain and monitor approval of the Settlement and requested awards, oversee the settlement
4 administration process and distribution of funds, respond to inquiries, and communicate with Plaintiff
5 regarding the case. I estimate that my office will commit *no less than* 10 hours, although likely more time,
6 to these additional tasks, which are hours not included in the foregoing lodestar total. My office also bears
7 the risk of taking whatever actions are necessary if Defendant fails to pay.

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

15 (a) Number of Hours Expended by My Office is Reasonable: As set forth in this declaration,
16 my office expended a significant amount of time litigating the case to achieve an excellent
17 result on behalf of the Aggrieved Employees. To date, my office has spent no less than
18 **326.9 hours** litigating this case. In the event the Court grants settlement approval, my
19 office will spend additional time related to this litigation, including to monitor
20 administration of the settlement after approval, committing no less, although likely more,
21 than 10 hours to those additional tasks. The number of hours that my office has and will
22 devote to this case is reasonable. (*See, e.g., Ketchum III v. Moses* (2001) 24 Cal.4th 1122,
23 1133 [fee award should be fully compensatory and, “absent circumstances rendering the
24 award unjust, an attorney fee award should ordinarily include compensation for *all* the
25 hours *reasonably spent*”] [emphasis in original]; *Serrano v. Unruh* (1982) 32 Cal. 3d 621,
26 624 [counsel are entitled to compensation for all hours reasonably expended]; *Hensley,*
27 *supra*, 461 U.S. at pp. 435–36; *Caudle v. Bristow Optical Co.* (9th Cir. 2000) 224 F.3d
28 1014, 1028; *Cabrales v. Cty. of L.A.* (9th Cir. 1991) 935 F.2d 1050, 1052–53.) As

discussed above, my office was required to expend considerable time and resources to investigate, litigate, and successfully settle these claims for the benefit of the Aggrieved Employees.

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

(c) Application of a Multiplier is Warranted: 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

1 be reluctant to accept fee award cases.” (*Ketchum*, 24 Cal.4th at p. 1133.) Application of
2 that rule is particularly appropriate where the case is brought to redress important rights of
3 vulnerable persons. (*Id.*) A risk enhancement is “earned compensation; unlike a windfall,
4 it is neither unexpected nor fortuitous. Rather, it is intended to approximate market-level
5 compensation for such services, which typically includes a premium for the risk of
6 nonpayment or delay in payment of attorney fees.” (*Id.* at p. 1138.) **Multipliers normally**
7 **range from two to four or higher.** (*Wershba v. Apple Comp., Inc.* (2001) 91 Cal.App.4th
8 224, 255; *see also Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, n.6
9 [“most” common fund cases apply a multiplier of 1.0–4.0]; *Been v. O.K. Indus., Inc.* (E.D.
10 Okla. 2011, No. CIV–02–285–RAW) 2011 WL 4478766, *11 [citing a study “reporting
11 [an] average multiplier of 3.89 in survey of 1,120 class action cases” and finding that a
12 multiplier of 1.22 would be “per se reasonable”].) Factors considered in determining
13 whether a lodestar multiplier is appropriate generally include: (1) the risks presented by
14 the contingent nature of the case; (2) the novelty and difficulty of the questions involved
15 and the skill requisite to perform the legal service properly; (3) the nature of the opposition;
16 (4) the preclusion of other employment by the attorney due to acceptance of the case; and
17 (5) the result obtained and the importance of the lawsuit to the public. (*Serrano v. Ivy Baker*
18 *Priest* (1977) 20 Cal. 3d 25, 48–49 [hereinafter “*Serrano III*”].) All these factors favor
19 approval of a multiplier along the lines of those approved in the cases above. To date, my
20 office has incurred no less than **\$222,500.00** in attorneys’ lodestar fees and has advanced
21 **\$31,446.61** in actual litigation costs. Accordingly, after reimbursement of our reasonable
22 out-of-pocket expenses, our fee request represents a reasonable multiplier of
23 approximately **1.95** of the lodestar fees incurred in prosecuting this case.

24 (i) *Risks presented by the contingent nature of the case*: The major consideration in
25 determining the necessity of a multiplier is the contingent nature of the award.
26 (*Ketchum III, supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel, supra*, 307 F.3d at p.
27 1008.) In determining what multiplier to award, the probability of success must be
28 assessed *ex ante*, that is, as viewed from the outset of the case. (*See, e.g., Harman v.*

1 *Lyphomed, Inc.* (7th Cir. 1991) 945 F.2d 969, 976.) Further, the possibility of no
2 recovery is only one of the uncertainties involved in taking on such a case. Other
3 uncertainties are the amount that will be recovered, uncertainty as to the cost, both in
4 effort and expenses, and uncertainty about how much time will pass before the
5 recovery is obtained. (See, e.g., *Ketchum*, 24 Cal.4th at pp. 1132–1133, 1138.) My
6 office’s outlay of time and money in this case has been significant. In all, my office
7 has spent approximately 326.9 hours to date investigating, analyzing, researching,
8 litigating, and negotiating a favorable resolution of this case, in addition to a minimum
9 of 10 hours that will be spent following final settlement approval, including to monitor
10 settlement administration and distribution of funds, and has incurred **\$31,446.61** in
11 necessary litigation expenses. Unsettled legal issues also presented risks to the claims
12 in this case. My office bore the substantial risk of an uncertain outcome in agreeing to
13 prosecute this case on a contingency fee basis, as well as the difficulties and delay
14 inherent in such litigation. There was the prospect of the enormous cost inherent in
15 PAGA action litigation, as well as extensive negotiations with a corporate Defendant
16 who vigorously opposed Plaintiffs’ claims, which led to Plaintiffs’ agreement to
17 pursue settlement on a PAGA-only basis. My office risked significant time and
18 expense to ensure a successful settlement. As detailed *supra*, the risks presented in this
19 case were significant, and Defendant’s defenses posed serious risks to the success of
20 this matter on the merits. These risks illustrate the recognition by the California
21 Supreme Court in *Ketchum III* that, if multipliers are not awarded to plaintiff’s counsel
22 in the cases that are successfully settled, counsel’s fees are essentially being cut
23 because the lodestar in and of itself would not account for contingent risk.

24 (ii) *Difficulty of the questions involved and the skill required*: My office is comprised of
25 skilled attorneys who have had success in wage and hour class and PAGA
26 representative actions. This case required experienced and competent lawyers, as well
27 as expertise in the issues presented herein. To obtain such an attorney on the free
28 market, a client must pay the market rate. While most class and/or representative

1 actions are complex and involve some risk, my office had to overcome several major
2 obstacles in prosecuting this case. Defendant's contentions underscore the risk of
3 prevailing at trial, and any of these obstacles could have prevented recovery
4 completely.

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

14 (iv) *The result obtained would justify an enhancement*: The results obtained in litigation
15 can properly be used to enhance a lodestar calculation where an exceptional effort
16 produced excellent results. (*Graham*, *supra*, 34 Cal.4th at p. 582.) Here, the final gross
17 settlement figure of \$1,300,000.00 represents approximately **55.03%** of the realistic
18 potential liability of the claims based on a penalty-by-penalty assessment of the claims.
19 Considered against the number of Aggrieved Employees, the risks posed by continued
20 litigation, and the importance of the employment rights and a speedy recovery, the
21 relief provided under the Settlement represents a very strong result for the Aggrieved
22 Employees.

23 (v) *The use of a multiplier is permitted in a PAGA action*: PAGA provides that "[a]ny
24 employee who prevails in any action shall be entitled to an award of reasonable
25 attorney's fees and costs." (Lab. Code § 2699(g)(1).) Although, PAGA does not
26 provide a specific standard for evaluating attorneys' fees in connection with a
27 settlement of PAGA claims, California Courts have employed a lodestar analysis and
28 use of multipliers for this purpose. "Where a settlement produces a common fund for

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

27 54. I am informed and believe that the fees and costs provision under the Settlement Agreement
28 is reasonable. The fee percentage requested is less than that charged by my office for most employment

1 cases. My office invested significant time and resources into the case, with payment deferred to the end of
2 the case, and then, of course, contingent on the outcome.

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

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

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

- 22 a. Numerous interviews with the Plaintiffs and review of documents provided by
23 each of them;
- 24 b. Legal research and investigation regarding the Defendant's practices at numerous
25 points in the litigation;
- 26 c. Preparation and submission of each Plaintiff's PAGA notice letter;
- 27 d. Preparation of multiple drafts of the original class action complaint and the PAGA
28 Action complaint, as well as finalization and filing of said complaints;

- e. Extensive “meet and confer” correspondence and discussions with Defendant’s counsel to obtain relevant documents and information through informal discovery;
- f. Litigating Plaintiff Hanna’s individual arbitration, which included formal discovery and Plaintiff Hanna’s full-day deposition;
- g. Contacting witnesses;
- h. Analysis of the informal discovery production and preparation of a damages model with the aid of a statistics expert;
- i. Research and preparation of Plaintiffs’ mediation brief;
- j. Attendance and active participation at mediation;
- k. Drafting, negotiating, and reviewing multiple drafts of the initial Settlement Agreement and attachments thereto;
- l. Preparation, finalization, and filing of the motion for approval and accompanying filings;
- m. Anticipated preparation for and attendance at the hearing on motion for approval;
- n. Anticipated monitoring approval of the Settlement and requested awards;
- o. Anticipated overseeing the administration process and distribution of funds; and
- p. Anticipated communications with Plaintiffs regarding the case.

58. As of the drafting of this motion, my office has incurred **\$31,446.61** in expenses litigating this Action. These expenses were reasonably necessary to the litigation and were actually incurred by my office. Therefore, they should be reimbursed in full.

59. Through the efforts of my office and the Plaintiffs in this case, a fair and reasonable resolution has been reached that includes a non-reversionary payment by Defendant of \$1,300,000.00 to compensate Aggrieved Employees for Defendant’s alleged employment practices. I am informed and believe that, without the efforts of my office or the Plaintiff, the Labor Code and Wage Order violations alleged in the Complaint would have gone completely unremedied.

1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct. Executed on November 24, 2025, at Los Angeles, California.

3
4 
Kane Moon

EXHIBIT 1

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Attorneys for Plaintiff
DEREK HANNA, JR.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DEREK HANNA, JR., individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

HOLLYWOOD PARK MANAGEMENT
COMPANY, LLC, a limited liability
company; HOLLYWOOD PARK
MANAGEMENT COMPANY II, LLC, a
limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 22STCV36594
Related Case No. 22STCV02395

*[Assigned for All Purposes to Hon. Elihu Berle,
Department 6]*

PAGA SETTLEMENT AGREEMENT

Complaint filed: January 20, 2022
Trial date: Not Set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Derek Hanna, Jr and C’Naisa Bey (collectively, the “Plaintiffs”) and Defendants Hollywood Park Management Company, LLC and Hollywood Park Management Company II, LLC, (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Actions” mean the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants ((1) *Derek Hanna, Jr. v. Hollywood Park Management Company, LLC, et al.* initiated on January 20, 2022, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 22STCV02395 (“Class Action”); and (2) *Derek Hanna, Jr. v. Hollywood Park Management Company, LLC, et al.* initiated on November 18, 2022, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 22STCV36594 (“PAGA Action”).)
- 1.2. “Administrator” means CPT Group Class Action Administrators, 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 the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendants in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ 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 Los Angeles.

1.8. “Defense Counsel” means Daniel Chammas and Min K. Kim of Ford Harrison, LLP.

1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order approving the PAGA Settlement; and (b) the Judgment is final. It is anticipated that the Judgment will be final as of the day the Court enters Judgment.

1.10. “Gross Settlement Amount” means \$1,300,000.00 which is the total amount Defendants agree 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, Plaintiffs’ Enhancement Payments, and the Administrator’s Expenses. In no event shall Defendants be liable for more than \$1,300,000.00 as a result of this PAGA Settlement and the Plaintiff Enhancement Payments except as defined in 8.2 below.

1.11. “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.

1.12. “Judgment” means the judgment entered by the Court based upon the Order granting Approval of the Settlement.

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

1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiffs Enhancement Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid as PAGA Penalties.

1.16. “PAGA Counsel” means Kane Moon, Daniel J. Park, and Benjamin H. Davidson of Moon

Law Group, PC.

- 1.17. “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 Actions.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from September 14, 2021 through October 10, 2025, or date of the Approval Order, whichever is sooner.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.21. “PAGA Notice” means Plaintiff Derek Hanna, Jr.’s January 20, 2022, letter to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.22. “PAGA Penalties” mean the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.23. “Plaintiffs” mean Plaintiffs Derek Hanna, Jr., the named plaintiff in the Actions, and C’Naisa Bey. PAGA Counsel will seek leave to amend the operative complaint in the PAGA Action (LASC Case No. 22STCV36594) to add C’Naisa Bey as an additional named plaintiff.
- 1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Defendants Hollywood Park Management Company, LLC and Hollywood Park Management Company II, LLC, and Stadco LA, LLC, Pincay RE Member, LLC, Pincay RE, LLC, Stadco LA Member, LLC, Stadco LA Manager, LLC, DataCo LA, LLC, Hollywood Park Foundation, Hollywood Park Land Company, LLC, Hollywood Park Residential Holding Company, LLC, Hollywood Park Residential Investors, LLC, Hollywood Park Retail Phase I, LLC, Hollywood Park Retail/Commercial

Holding Company, LLC, Hollywood Park Retail/Commercial Investors, LLC, Hollywood Park Studios, LLC, HP DistrictCo LA, LLC, HP Hotel RE, LLC, HP Master Tenant LA, LLC, HP ResidentialCo 2021, LLC, HP ResidentialCo 2023, LLC, HP Retail VenueCo, LLC, HP Retail VenueCo Member, LLC, HPMU11 LA, LLC, HPMU4 LA, LLC, HWP Culinary Investors, LLC, ConcessionCo Investors, LLC, KSE Stadco Member, LLC, LA Bowl, LLC, ParkingCo LA, LLC, Performance Company, LA, LLC, TechCo LA, LLC, Stockbridge Capital Group, LLC, Turner AECOM-Hunt NFL JV, Conventions Sports and Leisure International, LLC d/b/a Legends Project Development, Legends Hospitality, LLC, Kroenke Sports & Entertainment, LLC, Chargers Football Company, LLC, Blue & Gold Tenant, LLC, The Los Angeles Rams, LLC, LA Rams Tenant, LLC, the National Football League, the City of Inglewood, the County of Los Angeles, and their past and present parents, subsidiaries, affiliates, related entities and trusts, and each and any of their past and present agents, owners, members, officers, directors, shareholders, servants, independent contractors, insurers, third party administrators, employees, former employees, attorneys, heirs, trustees, executors, personal representatives, administrators, and assignees.

1.27. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.28. “Defendants” mean named Defendants Hollywood Park Management Company, LLC and Hollywood Park Management Company II, LLC, the named Defendants in the Actions.

2. **RECITALS.**

2.1. On January 20, 2022, Plaintiff Derek Hanna, Jr. (“Plaintiff Hanna”) commenced a Class Action in Los Angeles County Superior Court (Case No. 22STCV02395) by filing a Complaint alleging causes of action against Defendants for various violations of the California Labor Code.

2.2. Defendants removed the Class Action case to federal court on February 28, 2022. Upon Plaintiff Hanna’s motion to remand, the case was remanded to Los Angeles County

Superior Court on March 10, 2023. While the remand motion was pending, Plaintiff Hanna filed a separate PAGA-only complaint in Los Angeles Superior Court on November 18, 2022 (Case No. 22STCV36594)(the “PAGA Action”).

2.3. On July 19, 2023, the Court granted Defendants’ Motion to Compel Arbitration in both Class Action and PAGA Action, dismissed Plaintiff Hanna’s class claims in the Class Action, and stayed non-individual PAGA claims pending the outcome of the arbitration.

2.4. On September 11, 2023, Plaintiff Hanna initiated his individual arbitration with the American Arbitration Association. After some initial discovery, the Parties agreed to mediate the case on a PAGA-wide basis.

2.5. Plaintiff C’Naisa Bey retained Plaintiffs’ counsel for wage and hour and potential individual wrongful termination and retaliation claims. Pursuant to a tolling agreement with Defendants, Plaintiff C’Naisa Bey has not submitted a PAGA notice, filed a complaint, or initiated an individual arbitration. Plaintiffs will seek leave to amend the Operative Complaint in the PAGA Action to add Plaintiff C’Naisa Bey as an additional named Plaintiff.

2.6. Defendants deny the allegations in the Operative Complaints in the Actions, in Plaintiff Hanna’s arbitration demand, deny any failure to comply with the laws identified in in the Operative Complaints in the Action and/or Plaintiff Hanna’s arbitration demand and deny any and all liability for the causes of action alleged.

2.7. On July 24, 2025, the Parties participated in an all-day mediation presided over by Steven Serratore which led to this Agreement to settle the Actions.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$1,300,000.00 and no more as the Gross Settlement Amount. Defendants have 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 Defendants.

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 \$433,333.33 and a PAGA Counsel Litigation Expenses Payment not to exceed \$40,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiffs: Plaintiffs' Enhancement Payments of \$10,000.00 to Plaintiff Derek Hanna, Jr. and \$5,000.00 to C'Naisa Bey. These payments are in addition to the payments to which each Plaintiff is entitled to as an Aggrieved Employee. Defendants will not oppose Plaintiffs' request for Plaintiffs' Enhancement Payments that do not exceed these amounts. If the Court approves a Plaintiffs' Enhancement Payment less than the amounts requested, the Administrator will

allocate the remainder to the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$15,000.00 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 \$15,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% 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 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA 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. Because this is a settlement of PAGA claims for civil penalties only, no portion of the Gross Settlement Amount is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Plaintiffs' Enhancement Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3 above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of their records as of July 24, 2025, Defendants estimate there are 2,349 Aggrieved Employees who worked a total 54,210 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within thirty (30) days after the Effective Date, Defendants 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. If Defendants discover that the Aggrieved Employee Data omitted employee identifying information, Defendants must provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, Plaintiffs' Enhancement Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and 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 returned undelivered without USPS forwarding address. Within seven (7) 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 State of California Unclaimed Property Fund and held pursuant to the Unclaimed Property Law, California Civil Code section 1500, *et seq.*, for the benefit of the Aggrieved Employees who did not cash their checks until such time that they claim their property. Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code section 384, and therefore, that Defendants will not be required to pay any interest on such amounts.

5. RELEASES OF CLAIMS.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release.

5.1.1. Scope of Plaintiffs' Release. Plaintiffs and their respective former and present

spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences related to their employment including all claims alleged in the Actions, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaints in the Actions and the PAGA Notice, including but not limited to claims for failure to pay employees for all hours worked, including all minimum wages and overtime wages, failure to provide employees with timely and duty-free meal period, failing to maintain accurate records of all meal periods taken or missed, failing to pay an additional hour's pay for each workday a meal period violation occurred, failure to authorize and permit employees to take timely and duty-free rest periods, failure to pay an additional hour's pay for each workday a rest period violation occurred, failure to indemnify business expenses incurred, willfully failing to pay employees all minimum wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates, failure to maintain accurate records of hours that employees worked, and failure to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.2. Plaintiffs' Waiver of Rights Under California Civil Code § 1542. For purposes of

Plaintiffs' Release, Plaintiffs expressly waive and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. Release by Aggrieved Employees: All Aggrieved Employees 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 PAGA Period facts stated in the Operative Complaint in the PAGA Action and the PAGA Notice, including but not limited to claims for failure to pay employees for all hours worked, including all minimum wages and overtime wages, failure to provide employees with timely and duty-free meal period, failing to maintain accurate records of all meal periods taken or missed, failing to pay an additional hour's pay for each workday a meal period violation occurred, failure to authorize and permit employees to take timely and duty-free rest periods, failure to pay an additional hour's pay for each workday a rest period violation occurred, failure to indemnify business expenses incurred, willfully failing to pay employees all minimum wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates, failure to maintain accurate records of hours that employees worked, and failure to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

5.3. 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 fees incurred in connection with the Actions and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

PAGA Counsel will prepare the application or motion for approval of this Settlement and Defense Counsel will have an opportunity to comment and/or make revisions to the application or motion for approval of this Settlement.

6.1. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement as soon as practicable, 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 Preliminary Approval to the Administrator.

6.2. 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 CPT Group Class Action Administrators to serve as the Administrator and verified that, as a condition of appointment, CPT Group Class Action Administrators 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 § 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 AND ESCALATOR CLAUSE

8.1 Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, there are 2,349 Aggrieved Employees who worked 54,210 Pay Periods during the PAGA Period.

8.2. If it is determined that the Pay Periods through the PAGA Period is more than 10% greater than this number (i.e., if there are more than 59,631 actual Pay Periods during the PAGA Period), then Defendant shall have the option of either (i) increase the Gross Settlement Amount by \$21.80 per pay period (\$1,300,000 divided by 59,631) for each additional pay period in excess of 59,631 pay periods (the 10% escalation limit); or (ii) changing the end date of the PAGA Period to a date for which there are no more than 59,631 pay periods.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, 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.

9.2. 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 and 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 another 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..

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 Actions have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions 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, Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions 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. 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.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, 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.

10.4. 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 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.

10.5. 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants 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.

10.7. 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.

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

10.9. 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.

10.10. 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.

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

10.12. 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 ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of PAGA Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Data.

10.13. 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.

10.14. 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.

10.15. 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 Plaintiffs:

Derek Hanna, Jr. and C'Naisa Bey
c/o MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, CA 90017

To Defendants:

Hollywood Park Management Company, LLC and
Hollywood Park Management Company II, LLC
c/o FORD HARRISON LLP
350 South Grand Avenue, Suite 2300
Los Angeles, CA 90071

10.16. 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 if 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.

10.17. 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. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

SIGNATURE PAGE TO FOLLOW

Plaintiff Derek Hanna, Jr.:

Dated: November 18, 2025

By: _____

Derek Hanna, Jr.

DocuSigned by:

Derek Hanna Jr

09E3660176E34C3...

Plaintiff C'Naisa Bey:

Dated: November 21, 2025

By: _____

C'Naisa Bey

Signed by:

C'Naisa Bey

7C1BDC6D4FF04B1...

Plaintiffs' Counsel:

Dated: November 21, 2025

MOON LAW GROUP, PC

By: _____

Kane Moon
Daniel Park
Attorneys for Plaintiffs

Daniel J. Park

(SIGNATURES CONTINUED ON NEXT PAGE)

Defendant:

Dated: November __, 2025

By: _____

Signature

Title

Defendant’s Counsel:

Dated: November __, 2025

FORD HARRISON LLP

By: _____

Daniel Chammas
Min K. Kim
Attorneys for Defendants

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

January 20, 2022

VIA ONLINE SUBMISSION

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

VIA CERTIFIED MAIL

Hollywood Park Management Company, LLC
211 N. Stadium Blvd., Suite 201
Columbia, MO 65203

VIA CERTIFIED MAIL

Hollywood Park Management Company II,
LLC
1001 S. Stadium Drive
Inglewood, CA 90301

Notice of Labor Code Violations and PAGA Penalties

Re: ***Derek Hanna, Jr. v. Hollywood Park Management Company, LLC, and Hollywood Park Management Company II, LLC***

To Whom It May Concern:

Please be advised that my office has been retained by Derek Hanna, Jr. ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Hollywood Park Management Company, LLC, and Hollywood Park Management Company II, LLC. ("Defendants"). 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 Defendants engaged in with respect to Plaintiff and all of Defendants' aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff 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 Defendants 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 Defendants suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendants

Defendants own and operate an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendants are subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendants as a guest services representative from approximately February 2020 to October 2021, primarily in Los Angeles County. Defendants classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendants, Plaintiff typically worked 5 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendants 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. Plaintiff and the Aggrieved Employees were required to work "off the clock" and uncompensated. For example, Plaintiff and the Aggrieved Employees were required to undergo pre-check-in activities. For example, Plaintiff and the Aggrieved Employees were required to arrive early, find parking in a specified lot, walk to the security gate, undergo security checks, and walk to the clock in machine, which included waiting in line in order to clock in, all off the

clock and uncompensated. After clocking out for the day, Plaintiff and the Aggrieved Employees were also required to return credentials and equipment to a specified area, off the clock and uncompensated. Plaintiff and the Aggrieved Employees were also required to perform work activities from home, which included attending remote access videoconference meetings, and the use of personal cellular telephones which were used on and off the clock, including to communicate with Defendants and to download and use an application called “WhatsApp”, a group chat. Also throughout the statutory period, Defendants shaved time from Plaintiff and the Aggrieved Employees’ work, leading to underpayment of wages to Plaintiff and the Aggrieved Employees. 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, Defendants are 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, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendants 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, Defendants did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of meal periods. Defendants also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Defendants also maintained a policy and practice of not permitting Plaintiff and the Aggrieved Employees to leave the premises during their meal and rest breaks. Accordingly, Defendants’ 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). Defendants, 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, Defendants 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 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.

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

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

Defendants' 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 Defendants' 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 Defendants. 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 Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' 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, Defendants are 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, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants

without reimbursement. For example, Plaintiff and the Aggrieved Employees were required to use their own personal cellular telephones for work purposes, such as to communicate and to download an application called “WhatsApp”, a group chat for work. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendants, and Defendants have failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendants maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff’s employment with Defendants terminated, he was owed vacation wages at his true final wage rate on his final pay check from Defendants even though he had accrued unused vacation time. On information and belief, Defendants’ failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendants’ policy and practice that applied to the Aggrieved Employees.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

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, Defendants failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants’ employ. These unpaid wages include wages for

unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendants' conduct 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 Defendants 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, Defendants are 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).)

Defendants 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 Defendants 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 Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendants are 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.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants 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, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are 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 Defendants 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 § 227.3 by failing to pay all vacation wages at termination;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. Labor Code § 204 by failing to pay all earned wages two times per month.

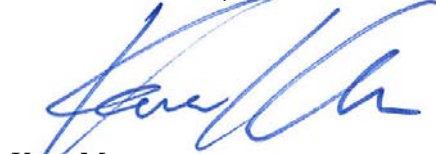
Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendants on notice by mailing a certified copy of this correspondence to its corporate 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

MOON LAW GROUP, PC

ATTORNEYS AT LAW
WWW.MOONLAWGROUP.COM

725 S. FIGUEROA STREET., SUITE 3100
LOS ANGELES, CALIFORNIA 90017
TELEPHONE: (213) 232-3128
FACSIMILE: (213) 232-3125

Kane Moon, Esq.
kmoon@moonlawgroup.com

December 4, 2024

VIA ONLINE SUBMISSION

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

VIA CERTIFIED MAIL

Hollywood Park Management Company, LLC
2111 N. Stadium Blvd., Suite 201
Columbia, MO 65203

Notice of Labor Code Violations and PAGA Penalties

Re: ***C'naisa Bey v. Hollywood Park Management Company, LLC***

To Whom It May Concern:

Please be advised that my office has been retained by C'naisa Bey ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Hollywood Park Management Company, 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 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 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 Los Angeles County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as a operational member / guest and employee services employee from approximately August 2023 to December 16, 2023, primarily in Los Angeles County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically at least 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 time period involved in this case, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked (including minimum wages, straight time wages and overtime wages). Plaintiff and the Aggrieved Employees were required to work off the clock, and uncompensated. For example, Plaintiff and the Aggrieved Employees were required to undergo security checks, including waiting in line for those screenings, prior to clocking into work, off the clock and uncompensated. Also, Plaintiff and the Aggrieved Employees were required to wait in line in order to clock into work, and when returning from meal breaks, off the clock and uncompensated. Also, Plaintiff and the Aggrieved Employees were required to walk several minutes to designated meal areas during meal breaks, reducing their time during meal breaks and uncompensated. Also, Plaintiff and the Aggrieved Employees were required to assist others with work duties after clocking out of work, uncompensated. Also, Plaintiff and the Aggrieved Employees were only paid overtime compensation at 1.5 times the regular rate of pay for hours worked in excess of 40 hours per week, instead of being paid 1.5 times the regular rate for work performed in excess of 8 hours

per day, leading to uncompensated overtime pay. Also, Plaintiff and the Aggrieved Employees were required to attend orientations and training while off the clock, and uncompensated. Also, Plaintiff and the Aggrieved Employees received non-discretionary bonuses and other remuneration, but Defendants failed to incorporate all remuneration when calculating overtime rate of pay, sick day rate of pay, and break premium rate of pay, leading to underpayment to Plaintiff and the Aggrieved Employees. In doing so, Defendant also 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 use of personal cellular telephones for work purposes, and the maintenance of uniforms. 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 Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendant terminated, he was owed vacation wages at his true final wage rate on his final paycheck from Defendant even though he had accrued unused vacation time. On information and belief, Defendant's failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

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

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's conduct 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 Defendant the 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.

Failure to Pay All Earned Wages Twice Per Month

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 § 227.3 by failing to pay all vacation wages at termination;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. 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 its corporate 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 LAW GROUP, PC



Kane Moon, Esq.
Attorney at Law

EXHIBIT 4

Activities Export

11/24/2025

2:45 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/03/2025		Case Anywhere Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Support Account	1.00	\$51.00	-	\$51.00
08/07/2025		Berger Consulting Group - Wire Payment KM Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Support Account	1.00	\$10,270.00	-	\$10,270.00
07/14/2025		Steve Serratore Hanna v. Hollywood Park Management wire transfer Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Kane Moon	1.00	\$15,000.00	-	\$15,000.00
03/05/2025		Journal - Notice of Order Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Support Account	1.00	\$11.76	-	\$11.76
02/24/2025		Journal - Joint CMS Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Support Account	1.00	\$11.76	-	\$11.76
01/10/2025		Case Anywhere Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Support Account	1.00	\$135.00	-	\$135.00
12/05/2024		Case Anywhere Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Support Account	1.00	\$135.00	-	\$135.00
09/30/2024		Journal - NCA Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Support Account	1.00	\$7.26	-	\$7.26
09/04/2024		Case Anywhere Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park	Support Account	1.00	\$135.00	-	\$135.00
							\$0.00 0.00h	\$31,446.61 0.00h

Activities Export

11/24/2025

2:45 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
Management Co. (ED)								
06/04/2024		Case Anywhere Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Support Account	1.00	\$135.00	-	\$135.00
05/31/2024		US Legal Support 1 CERTIFIED COPY OF TRANSCRIPT OF: Derek Hanna, Jr. Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Andrea Marin	1.00	\$1,541.30	-	\$1,541.30
03/19/2024		FedEx Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Andrea Marin	1.00	\$30.96	-	\$30.96
03/11/2024		Case Anywhere Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Andrea Marin	1.00	\$135.00	-	\$135.00
02/23/2024		Journal Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Andrea Marin	1.00	\$7.26	-	\$7.26
01/08/2024		Case Anywhere Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Andrea Marin	1.00	\$135.00	-	\$135.00
12/15/2023		Journal Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Andrea Marin	1.00	\$7.26	-	\$7.26
10/02/2023		American Arbitration Association, Inc Unbilled	01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Andrea Marin	1.00	\$360.50	-	\$360.50
09/07/2023		Case Anywhere	01619-Hanna Jr.	Andrea	1.00	\$129.30	-	\$129.30
							\$0.00 0.00h	\$31,446.61 0.00h

Activities Export

11/24/2025

2:45 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled	Hanna v. Hollywood Park Management Co. (ED)	Marin				
06/06/2023	Journal Unbilled		01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Andrea Marin	1.00	\$27.81	-	\$27.81
06/06/2023	Journal Unbilled		01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Andrea Marin	1.00	\$7.26	-	\$7.26
05/24/2023	Hanna v. Hollywood Park Management Co Unbilled		01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Support Account	1.00	\$7.26	-	\$7.26
03/29/2023	Journal Unbilled		01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Andrea Marin	1.00	\$27.81	-	\$27.81
03/28/2023	Journal Unbilled		01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Andrea Marin	1.00	\$7.26	-	\$7.26
11/18/2022	Complaint Journal Unbilled		01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Andrea Marin	1.00	\$454.22	-	\$454.22
03/09/2022	Journal Unbilled		01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Seung Yang	1.00	\$7.26	-	\$7.26
03/02/2022	Ace Unbilled		01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Seung Yang	1.00	\$132.65	-	\$132.65
03/02/2022	Ace		01619-Hanna Jr.	Seung Yang	1.00	\$43.50	-	\$43.50
							\$0.00 0.00h	\$31,446.61 0.00h

Activities Export

11/24/2025
2:45 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled	Hanna v. Hollywood Park Management Co. (ED)					
02/07/2022	Ace Unbilled		01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Seung Yang	1.00	\$186.50	-	\$186.50
01/19/2022	Admin fee Unbilled		01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Seung Yang	1.00	\$750.00	-	\$750.00
01/19/2022	Complaint fee Unbilled		01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Seung Yang	1.00	\$1,481.72	-	\$1,481.72
01/19/2022	LWDA Unbilled		01619-Hanna Jr. Hanna v. Hollywood Park Management Co. (ED)	Seung Yang	1.00	\$75.00	-	\$75.00
							\$0.00 0.00h	\$31,446.61 0.00h

EXHIBIT 5

CASE NAME: HANNA v HOLLYWOOD PARK

Requesting Attorney: Daniel J. Park
Plaintiff or Defense: Plaintiff
Firm Name: Moon Law Group
Telephone: (213) 232-3128
Email: dpark@moonlawgroup.com

Date: September 24, 2025
Prepared By: Timothy Phillips
 50 Corporate Park, Irvine CA 92606
 Tim@CPTGroup.com
Direct Number: (818) 415-2703
Main Number: (800) 542-0900

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Number of Aggrieved Employees: 2,349
Language Translation Services: Yes
Settlement Website: No
Payment Option: Check
Undeliverable Check Rate: 10%

Check Reminder Postcard: No
Unclaimed Funds: SCO
Postage Total: \$1,813.73
Grand Total: \$22,094.21

CPT'S DISCOUNTED FEE: \$15,000.00

The services and numbers reflected herein are estimates based on the information provided by counsel at the time of this Bid. If the actual services and numbers are different, our cost estimate will change accordingly. Client expressly acknowledges and agrees that estimated fees and costs may fluctuate and agrees to pay for any such increases to such estimates as if set forth herein.

The attached Terms and Conditions are included as part of and incorporated by reference to our cost proposal. By accepting our cost proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies; this process is designed to achieve a higher success percentage in delivering the distribution proceeds. Each aggrieved employee will receive a unique mailing ID that will be utilized for all administrative purposes. CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible. CPT will translate the court-approved Notice documents into Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Project Manager: Format Documents	\$95.00	1	\$95.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
National Change of Address Search (NCOA)	\$250.00	1	\$250.00
XML Lex ID Skip Trace	\$0.75	235	\$176.25
Spanish Translation	\$250.00	1	\$250.00
Sub Total:			\$2,486.25

AGGRIEVED EMPLOYEE SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	470	\$1,410.00
Sub Total:			\$1,710.00

SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholding processes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	2,349	\$234.90
Sub Total:			\$669.90

DISTRIBUTION SERVICES

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon approval, CPT will perform the required payment calculations, and once approved by the parties, CPT will print a one-page notice and issue a (MICR) check to all eligible employees. CPT will also issue an IRS Form 1099 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip-traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check-cashing period. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	6	\$900.00
Project Manager: Correspondence w/Parties	\$95.00	3	\$285.00
Programming: Setup & Printing of Checks	\$150.00	4	\$600.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & 1099	\$2.75	2,349	\$6,459.75
First-Class Postage (up to 1 oz.)*	\$0.67	2,349	\$1,573.83
Project Supervisor: Account Reconciliation	\$150.00	6	\$900.00
Update Undeliverable Checks Database	\$0.50	235	\$117.45
Clerical Staff	\$60.00	1	\$60.00
Skip Trace for Best Address	\$0.75	235	\$176.18
Remail Undeliverable Checks	\$3.00	214	\$642.00
First-Class Postage (up to 1 oz.)	\$0.74	214	\$158.36
Re-Issue Checks as Required	\$5.00	94	\$470.00
First-Class Postage (up to 1 oz.)	\$0.74	94	\$69.56
Sub Total:			\$13,312.13

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal and State taxes in accordance with current state and federal regulations. All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Sub Total:			\$3,040.00

*CPT will file Federal and California taxes in accordance with current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	493	\$73.95
Project Manager: Reporting & Remittance	\$95.00	2	\$190.00
Project Supervisor: Review of Report	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$11.98	1	\$11.98
Add'l Account Recons	\$150.00	3	\$450.00
Sub Total:			\$875.93

Total Administration Costs: \$22,094.21

Courtesy Discount: -\$7,094.21

CPT'S DISCOUNTED FLAT FEE: \$15,000.00

TERMS AND CONDITIONS

These Terms and Conditions (“**Terms and Conditions**”) are made a part of, and incorporated by reference into, any Bid presented by CPT Group, Inc. (“**CPT**”) to Client. Each of Client and CPT is a “**Party**” to this Agreement, and collectively, the “**Parties**”.

1. Definitions.

- a) “**Affiliate**” means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) “**Agreement**” means these Terms and Conditions and the Bid.
 - c) “**Applicable Laws**” means all applicable local, state and federal laws, ordinances, rules and regulations.
 - d) “**Approved Bank**” means any financial institution that is insured by the Federal Deposit Insurance Corporation.
 - e) “**Bid**” means a proposal, statement of work, order form, and/or schedule for Services (including any and all addendums, exhibits, or amendments thereto) provided by CPT to Client.
 - f) “**Case**” means the case referred to in the attached Bid and/or the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the caption of the applicable Court Order.
 - g) “**Class**” means Members and putative Members collectively.
 - h) “**Client**” means the party or parties engaging CPT for Services as set forth in the Bid, namely Plaintiff Counsel and/or Defense Counsel.
 - i) “**Confidential Information**” means any non-public information of CPT or Client disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other Party may have access, which a reasonable person would consider confidential and/or which is marked “confidential” or “proprietary” or some similar designation by the disclosing Party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient’s prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) “**Court Order**” means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more Parties To The Case to carry out a legal obligation pursuant to the Case.
 - k) “**Defendant**” means the named Party and/or Parties in the Case against whom action is brought.
 - l) “**Defense Counsel**” means the attorney(s) of record for the Defendant(s) in the Case.
 - m) “**Intellectual Property Right**” means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) “**Member**” means an individual who is eligible under the Case or Class to receive a communication about their pending legal rights under the matter and/or designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons or other parties in the representative action so designated or addressed therein.
 - o) “**Member Content**” means all Member written document communications relating to the Case, including claim forms, opt-out forms, and/or objections, which may contain Member Data.
 - p) “**Member Data**” means proprietary or personal data regarding Members under this Agreement.
 - q) “**Parties To The Case**” shall mean collectively Defendant(s) and Plaintiff(s) as defined in the Settlement Agreement or Court Order.
 - r) “**Plaintiff**” means the named party and/or parties in the Case who are bringing the action.
 - s) “**Plaintiff Counsel**” means the attorney(s) of record for Plaintiff(s) in the Case, and/or upon certification by the Court the attorney(s) of record designated to represent the Class.
 - t) “**Products**” means any and all CPT Services and work product resulting from Services.
 - u) “**Qualified Settlement Fund**” or “**QSF**” means a bank account established pursuant to U.S. Department of Treasury Regulations §1468B-1.
 - v) “**Service**” means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Members; (ii) setting up a QSF with an Approved Bank; (iii) management of disbursement of funds from the QSF to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - w) “**Settlement Agreement**” means the contract between Parties To The Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Members.
 - x) “**Settlement Amount**” means the total dollar amount agreed to between Parties To The Case to resolve the Case to mutual satisfaction.
 - y) “**Software**” means any and all of CPT’s software applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - z) “**Transmission Methods**” means the secure authorized manner to send Member Data and/or Wire Information as specified on a schedule or exhibit hereto.
 - aa) “**Term**” means the period commencing on the date set forth on the Bid and continuing until the date of final judgment (if a settlement) or upon completion of all Services as set forth in the Bid.
 - bb) “**Wire Information**” means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access and use Member Data for the purposes permitted under this Agreement and shall only transmit Member Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Member Data provided under this Agreement. Client further warrants that any Member Data, Wire Information, or other content, data, materials or information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect Member Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. CPT Obligations. CPT will (i) maintain appropriate safeguards designed to protect Member Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Member Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Parties To The Case, Members, Plaintiff Counsel or Defense Counsel as applicable.
4. Security. Client and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any Member Data in its possession or control under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such Member Data; (c) protect against unauthorized access to or use of such Member Data that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such Member Data in connection with its disposal.
- a) Incident Notification. In the event a Party discovers that Member Data relating to the Case is the subject of (i) any unauthorized acquisition, loss, access or use and/or (ii) an actual or suspected breach concerning such Party’s systems (items (i) and/or (ii) a “**Security Incident**”), or a Party has a reasonable belief that a Security Incident has occurred or is at risk of occurring, such Party will promptly but no later than forty-eight (48) hours of its discovery of such circumstances, inform the other Parties in the event of such Security Incident, and shall utilize best efforts to assist the other Parties to mitigate the effects of such Security Incident.
 - b) Response Procedures. In the event of a Security Incident, the breached party shall (i) cooperate with any reasonable investigation concerning the Security Incident by the other Parties, regulators and/or law enforcement; and (ii) cooperate with the other Parties to comply with Applicable Laws concerning such Security Incident, including any notification to affected individuals. The Parties acknowledge that the breached party in any Security Incident shall be the Party responsible for

- any and all remedies and costs under Applicable Laws concerning such Security Incident, unless such breach occurred due to another Party's actions hereunder, in which instance such party shall be comparatively responsible for all remedies and costs. In no event will any Party serve notice or otherwise publicize a Security Incident without the prior written consent of the other Parties. The Parties shall reasonably cooperate and coordinate with each other to respond to the Security Incident, including with regard to the content of notification to affected individuals.
6. **Qualified Settlement Fund Account.** When the Case has a Settlement Amount CPT shall be authorized to establish one or more QSF bank accounts at an Approved Bank if and as applicable to the Services as set forth in the Bid. The amounts held at the Approved Bank under this Agreement are at the sole risk of Defendant. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
 7. **Fees and Payment.** Pricing for Services is as stated on the Bid, and Client agrees to pay CPT in the amounts set forth on the Bid. Client will be invoiced per the schedule set forth in the Bid, and payment of fees will be due within 30 days after the date of the invoice, except where the Bid or terms of the Settlement Agreement or Court Order expressly prescribes other payment dates. All fees set forth in a Bid are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% per month (or the highest rate allowable by law, whichever is lower) on the outstanding balance from the date due until the date of actual payment, which such late charge(s) may be charged against the QSF account if incurred in connection with Services provided pursuant to administration of a settlement. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation. In connection with CPT's administration of a QSF, unless otherwise stated in the Settlement Agreement or Court Order concerning disbursement of unclaimed funds in the QSF account, CPT reserves the right, after one (1) year of issuance of disbursements to Members, to classify any remaining balance in such QSF account as additional administrative fees payable to CPT until such time as the QSF account balance becomes zero (\$0.00), and thereafter close such account. Client is aware that CPT may receive financial benefits, including discounts on certain banking services and competition for services that ensure eligibility for FDIC deposit insurance or in connection with the establishment of QSF accounts. Client agrees that any such financial benefit may be retained by CPT as additional compensation for CPT's services.
 8. **Term and Termination.**
 - a) **Term.** The Term is set forth in the Bid. The Agreement may be renewed by mutual written agreement of the parties.
 - b) **Termination for Cause.** Either Party may immediately terminate this Agreement if the other Party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching Party's receipt of written notice describing the breach in reasonable detail.
 - c) **Bankruptcy Events.** A Party may immediately terminate this Agreement if the other Party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
 - d) **Effect of Termination.** Immediately following termination of this Agreement, upon written request, Member Data may be retrieved via the secure FTP site in the same format in which the Member Data was originally input into the Software, at no additional charge. Alternatively, Member Data can be returned in a mutually agreed format at a scope and price to be agreed upon. CPT will maintain a copy of Member Data and Member Content for no more than four (4) years following the date of the final check cashing deadline for Members under the Settlement Agreement, after which time any Member Data and Member Content not retrieved will be destroyed.
 - e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.
 9. **Confidentiality.** Each Party agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such Party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care. These obligations shall survive termination of this Agreement.
 - a) **Compelled Disclosure.** If receiving Party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such Party shall (i) promptly notify the other Party, (ii) reasonably cooperate with the other Party in such Party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each Party is advised by its counsel in writing is legally required to be disclosed.
 - b) **Remedies.** If either Party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other Party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as monetary damages.
 10. **Intellectual Property.** CPT retains all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. CPT does not claim any ownership rights to Member Data.
 11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, "**Covered CPT Parties**") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "**Damages**") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Member Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
 12. **Warranties.** Each Party represents and warrants to the other Party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such Party; (iii) the Agreement is a legally valid and binding obligation of such Party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE
 13. **Liability.**
 - a) **Liability Cap.** EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT AND/OR THE PARTIES TO THE CASE TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
 - b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT,

REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Communications. CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.
15. Miscellaneous Provisions.
 - a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
 - b) Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such Party's reasonable control, provided that the delayed Party: (i) gives the other Party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
 - c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
 - d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the Parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
 - e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by the Parties.
 - f) Assignment. Neither Party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other Party's prior written consent; provided, however, either Party, without the consent of the other Party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such Party, where the responsibilities or obligations of the other Party are not increased by such assignment and the rights and remedies available to the other Party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
 - g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
 - h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical

data ("**Statistical Data**") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such Applicable Laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other Party as set forth on the Bid or at such other address as may hereafter be furnished in writing by either Party hereto to the other Party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each Party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither Party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT may use subcontractors to perform Client-specific Services; provided, however, that CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Acceptance. If, when requested in writing by Client, CPT then provides any Service to Client, whether or not such Services were specified in the original Bid, these Terms and Conditions shall apply to the provision of such Services and be deemed accepted and approved by Client concerning such Services.
- q) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.