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Attorneys for Plaintiff Zuly Olin

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE**

ZULY OLIN, individually, and on behalf of  
all others similarly situated,

Plaintiff,

v.

WELLINGTON FOODS, INC., a California  
corporation; and DOES 1 through 10,  
inclusive,

Defendants.

Case No.: CVRI2201857

**REPRESENTATIVE ACTION**

[Assigned for All Purposes to the Honorable  
Harold W. Hopp, Department 1]

**DECLARATION OF KANE MOON IN  
SUPPORT OF MOTION FOR APPROVAL OF  
PRIVATE ATTORNEYS GENERAL ACT  
SETTLEMENT AGREEMENT AND RELEASE**

[Filed concurrently with Plaintiff's Notice of  
Motion and Motion for Approval of PAGA  
Settlement, the Declaration of Plaintiff Zuly Olin,  
the Declaration of Jodey Lawrence, [Proposed]  
Order, and [Proposed] Judgment]

**PAGA APPROVAL HEARING**

Date: May 28, 2026

Time: 8:30 a.m.

Dept: 1

**Reservation ID: 246641081798**

Action filed: May 10, 2022

FAC filed: July 19, 2022

Trial date: Not set

**DECLARATION OF KANE MOON**

I, KANE MOON, declare as follows:

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

2. This declaration is submitted in accordance with this Court’s PAGA Case Management Order (“CMO”) dated August 10, 2022 the *Olin v. Wellington Foods, Inc.*, Superior Court of California for the County of Riverside, Case Number CVRI2201857 and in support of Plaintiff’s Motion for Approval of the PAGA Settlement Agreement and Release (the “Settlement”) entered into with Defendant Wellington Foods, Inc. (“Defendant”) (collectively, Plaintiff and Defendant are the “Parties”). **CMO ¶ D(1)(a):** A true and correct copy of the fully executed Settlement is attached hereto as **Exhibit 1**. Exhibit A to the Settlement contains the Parties’ proposed explanatory letter be mailed to PAGA Employees with their Individual Settlement Payments following settlement approval and Defendant’s full funding of the settlement. **CMO ¶ D(1)(b):** The Parties reached the Settlement after engaging in a full day of mediation with experience class and PAGA action mediation, Steve Serratore, Esq.

3. **CMO ¶ D(1)(c):** In compliance with Labor Code section 2699(l)(2), notice of settlement and a copy of the proposed Settlement has been submitted to the LWDA along with a copy of Plaintiff’s motion and the hearing date. A true and correct copy of the LWDA submission details confirming receipt thereof is attached hereto as **Exhibit 2**. To date, the LWDA has not indicated any objection to the Settlement.

4. The proposed Settlement seeks to resolve all alleged claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff brought this PAGA action on behalf of herself and all individuals who are or previously were employed by Defendant in the State of California and classified as non-exempt or hourly-paid employees at any time during the period from May 8, 2021 through the date the Court grants approval of the Settlement.<sup>1</sup>

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<sup>1</sup> Pursuant to paragraph B.2.f. of the Settlement, if the total number of Pay Periods in the PAGA Period exceeds 14,186, Defendant may elect either (i) to increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the PAGA Employees above

1 CASE BACKGROUND AND PROCEDURAL HISTORY

2 5. Defendant is an industry leading contract manufacturer of dietary supplements. Plaintiff  
3 worked for Defendant as a Production Lead on an assembly line from August 2018 until December 2021.  
4 Throughout her employment, Plaintiff was classified as non-exempt and paid on an hourly basis. Plaintiff  
5 contends that she, and other PAGA Employees, were subjected to the same or similar unlawful labor practices  
6 during their employment with Defendant.

7 6. **CMO ¶ D(2)(b):** Plaintiff's claims for unpaid wages stems from allegations of Defendant's  
8 failure to pay employees for all hours worked, including as a result of Defendant's failure to compensate  
9 employees for off-the-clock and Defendant's rounding practice of PAGA Employees' time which resulted  
10 in underpayment. Plaintiff's meal and rest period claims are based on allegations that due to the nature of her  
11 work and Defendant's employment practices, PAGA Employees regularly experienced missed, untimely, or  
12 interrupted breaks, and that Defendant failed to provide any premiums for non-compliant rest breaks or all  
13 premiums for non-compliant meals. Plaintiff also alleges that Defendant failed to reimburse employees for  
14 all reasonable and necessary business expenses incurred, including expenses incurred for the use of  
15 employees' personal cellphone for work purposes. Plaintiff further alleges she and other employees did not  
16 receive all wages owed at the time of termination nor accurate itemized wage statements due to Defendant's  
17 failure to pay all wages and premiums. Accordingly, Plaintiff alleges Defendant is liable for civil penalties  
18 under PAGA.

19 7. Because of the foregoing alleged violations of the Labor Code, Plaintiff filed a Class Action  
20 Complaint on May 10, 2022, alleging Defendant systematically: (1) failed to pay minimum wages, (2) failed  
21 to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest  
22 breaks, (5) failure to indemnify necessary business expenses, (6) failed to timely pay final wages at  
23 termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business  
24 practices.

25  
26  
27 10%, or (ii) the final day of the Settlement Period shall be set on the day before the number of the Pay  
28 Period reaches 15,605. (Settlement, ¶ B.2.f.) Defendant shall inform the Court of its election on the hearing  
date of the PAGA Approval hearing. (*Id.*)

1           8. Pursuant to PAGA, on May 8, 2022, Plaintiff submitted a notice of the alleged Labor Code  
2 violations to the California Labor and Workforce Development Agency (the “LWDA”), with certified mail  
3 service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s PAGA Notice is  
4 attached hereto as **Exhibit 3**. The administrative exhaustion period under PAGA expired without the LWDA  
5 indicating any intent to investigate the allegations. On July 19, 2022, Plaintiff filed a First Amended Class  
6 and Representative Action Complaint to allege a ninth cause of action for civil penalties under PAGA.  
7 Accordingly, Plaintiff is duly authorized to act as a private attorneys general with respect to the PAGA  
8 claims involved in this Action.

9           9. In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently submitted to the  
10 LWDA a file-stamped copy of the complaints containing the Court-assigned case number. To date, the  
11 LWDA has not sought to intervene in this action.

12           10. On October 3, 2022, the Court granted Defendant’s Motion to Compel Arbitration in part and  
13 ordered Plaintiff to submit her individual claims to arbitration. The Court also stayed the non-individual  
14 PAGA claim, pending the California Supreme Court’s review of *Adolph v. Uber Techs., Inc.*, 14 Cal. 5th  
15 1104 (2023) (“*Adolph*”).

16           11. On November 4, 2022, Plaintiff submitted her individual claims to arbitration with AAA, which  
17 was assigned Case No. 01-22-0004-6880. On or around May 9, 2024, the Parties reached an individual  
18 settlement and fully executed an individual settlement agreement where Plaintiff agreed to release her  
19 individual claims against Defendant. Pursuant to the fully executed settlement agreement, the Parties agreed  
20 that Plaintiff’s release of her individual claims shall have no effect as to whether Plaintiff is an “aggrieved  
21 employee” for purposes of pursuing Plaintiff’s non-individual PAGA claim in this Action. Plaintiff’s release  
22 pursuant to the individual settlement agreement did not include Plaintiff’s claims under PAGA in this Action.

23           12. On July 8, 2024, pursuant to the California Supreme Court’s ruling in *Adolph*, the Parties  
24 stipulated to lift the stay of this Action.

25           13. Defendant ardently opposes the merits of this case and denies Plaintiff’s factual allegations.  
26 Defendant argues that all employees were properly paid for all hours worked and that employees are not  
27 permitted to work off-the-clock, and that its round policy was neutral on its face and in compliance with  
28 California law. As for the regular rate claim, Defendant argues there was no issue with paying employees the

proper regular rate of pay because any additional remuneration was discretionary and thus, not required to be incorporated into the regular rate of pay. Defendant maintains all employees were provided with the opportunity to take code-compliant meal and rest breaks and that missed breaks, if any, were solely the result of employees' voluntary choice. To the extent employees received wage statements that were allegedly inaccurate, Defendant argues penalties are not warranted because employees suffered no actual damage or harm as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12-05860 CRB, 2013 WL 622032, at \*10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) Additionally, Defendant alleges its good-faith belief that it paid all wages precludes the imposition of waiting time penalties because Plaintiff would be unable to show Defendant's alleged conduct was done willfully or knowingly. (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED CV 11-298 GHK (DTBx), 2012 WL 9506073, \*5.) For these reasons, Defendant claims it did not engage in any unfair business practices and denies liability under PAGA. Defendant also maintains the claims are not susceptible to proof on a representative basis because of the individualized and varying nature of each employee's experience, making this matter unmanageable.

#### DISCOVERY AND INVESTIGATION

14. The Parties engaged in informal discovery exchange prior to mediation. Defendant provided information and documents, which enabled Plaintiff's Counsel to meaningfully investigate Plaintiff's allegations and assess the value of the PAGA claims. Specifically, Defendant produced Plaintiff's time and corresponding payroll records for approximately 23.3% of all PAGA Employees.

15. Prior to mediation, Plaintiff's Counsel reviewed and analyzed all the information that Defendant produced, including time and pay records provided by Plaintiff. Plaintiff's Counsel retained an expert to analyze the records and prepare a damage analysis prior to mediation. The time and pay records analyzed contained 32,536 shifts actually worked (representing approximately 25.2% of all shifts), which allowed the expert to prepare an analysis with a high degree of certainty. Further, Plaintiff's Counsel investigated the applicable law regarding the claims and defenses asserted in this action. Accordingly, Plaintiff's Counsel were able to evaluate the probability of success on the merits and Defendant's monetary exposure. In sum,

1 Plaintiff and her Counsel's familiarity with the facts of the case and the legal issues involved allowed them  
2 to act intelligently in negotiating the Settlement.

### 3 SETTLEMENT NEGOTIATIONS

4 16. **CMO ¶ D.1.b.** On November 20, 2025, the Parties participated in a full day of private  
5 mediation facilitated by Steve Serratore, Esq., an experienced class and PAGA action mediator. The  
6 negotiations were at arm's length and although conducted in a professional matter, were adversarial. Both  
7 sides went into the mediation willing to explore the potential for a settlement of the dispute, but they  
8 were also prepared to litigate their position through trial and appeal if a settlement had not been reached.  
9 Negotiations were protracted, with extended discussions and instances in which it appeared the Parties  
10 would not reach a resolution. Following a full discussion of the strengths and weaknesses of the claims  
11 and defenses, the Parties ultimately reached a resolution, the material terms of which are encompassed  
12 within the Settlement at issue.

13 17. In reaching a resolution, the Parties recognized that the issues presented in this action are  
14 likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further  
15 litigation will lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the  
16 potential benefits of litigation. Plaintiff and her Counsel also considered the risk and uncertainty of the  
17 outcome inherent in any litigation when determining whether this Settlement was the correct option. In  
18 sum, Plaintiff and her Counsel believe the proposed Settlement is in the best interests of PAGA  
19 Employees and the LWDA.

### 20 KEY TERMS OF SETTLEMENT

21 18. PAGA Employees: The PAGA Employees include all persons who were employed by  
22 Defendant in California as non-exempt, hourly-paid employees at any time from May 8, 2021 through the  
23 date of approval of the Settlement. (Settlement, ¶¶ 10, 19.) There are an estimated **290 PAGA Employees**  
24 who worked for an estimated **14,186 PAGA Pay Periods**. (*See id.* at ¶ B.2.f.)

25 19. Gross Settlement Amount: Defendant agrees to pay a non-reversionary Gross Settlement  
26 Amount of \$390,000.00, subject to increase pursuant to the escalator clause. (*Id.* at ¶ B.2., B.2.f.)

27 20. Estimated Pay Periods: Defendant estimates that there are approximately 14,186 Pay Periods  
28 during the PAGA Period. (*Id.* at ¶ B.2.f.) If the total number of pay periods as of the end of the PAGA Period

1 exceeds the above figure by greater than 10%, then, at Defendant's sole discretion, either: (i) the Gross  
2 Settlement Amount shall increase on a pro-rata basis equal to the percentage increase in the number of pay  
3 periods worked by the PAGA Employees above 10% (for example, if the number of pay periods increases  
4 by 11%, the Gross Settlement Amount will increase by 1%), or (ii) the final day of the Settlement Period shall  
5 be set on the day before the number of the pay period reaches 15,605 (14,186, plus 10% of 14,186). (*Id.*)  
6 Defendant to inform the Court of its election on the date of the PAGA approval hearing. (*Id.*)

7 21. **CMO ¶ D(3). Attorneys' Fees and Costs:** The Settlement provides for payment to Plaintiff's  
8 Counsel for Attorney's Fees and Costs of 1/3 of the Gross Settlement Amount, which is estimated to be  
9 \$130,000.00, plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiff's  
10 Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.),  
11 not to exceed \$30,000.00, both of which will be paid from the Gross Settlement Amount. (*Id.* at ¶¶ B.2.a.,  
12 B.2.b.) To date, Plaintiff's Counsel has incurred a total of \$26,103.35 in litigation costs. A true and correct  
13 copy of a report showing these costs is attached hereto as **Exhibit 4**.

14 22. **CMO ¶ D(5). Plaintiff's Incentive Award:** The Settlement provides an Incentive Award of  
15 \$5,000.00 to Plaintiff. (*Id.* at ¶ B.2.c.) This Incentive Award is in addition to the Individual Payments she  
16 will receive as a PAGA Employee and in recognition of her service as the PAGA representative. (*Id.* at ¶  
17 A.7.)

18 23. **CMO ¶ D(8)(a). Settlement Administration Costs:** The Settlement provides that Settlement  
19 Administration Costs will be paid from the Gross Settlement Amount, up to a maximum payment of  
20 \$10,000.00. (*Id.* at ¶ B.2.d.) The Parties propose Phoenix Class Action Administration Solutions  
21 ("Phoenix") as the third-party settlement administrator ("Settlement Administrator"). (*Id.* at ¶ A.16.) A true  
22 and correct copy of Phoenix's quote for \$4,250.00 is attached hereto as **Exhibit 5**. The Declaration of Jodey  
23 Lawrence on Behalf of Phoenix is filed concurrently herewith. Prior to selecting Phoenix, Plaintiff's Counsel  
24 sought quotes from two highly regarded and experienced administration firms: 1) Phoenix Class Action  
25 Administration Solutions, who provided a quote of \$4,250.00; and 2) Simpluris, Inc, who proved a quote  
26 of \$4,212.00. Phoenix was selected as the proposed Settlement Administrator based on its competitive bid  
27 and its experience in administering PAGA settlements.  
28

1           24. Tax Allocation: All settlement payments to PAGA Employees will be treated as miscellaneous  
2 income for which a 1099 will be issued. (*Id.* at ¶ A.8.) The Settlement Administrator, and not Defendant, will  
3 issue the appropriate tax forms for all payments issued under this Settlement. (*Id.* at ¶ C.15.)

4           25. PAGA Penalties Fund: After deducting the Attorney's Fees, Attorney's Costs, Incentive  
5 Award, and Settlement Administration Costs in the amounts approved by the Court, the remainder will be  
6 allocated as the PAGA Penalties Fund and distributed as 75% to the LWDA and 25% to the PAGA  
7 Employees. (*Id.* at ¶¶ A.12., B.2.e., C.11.) Accordingly, the PAGA Payment is estimated to be no less than  
8 **\$224,646.65**,<sup>2</sup> which will be distributed 75% (i.e., no less than 75% \* \$224,646.65 = **\$168,484.99**) to the  
9 LWDA and 25% (i.e., no less than 25% \* \$224,646.65 = **\$56,161.66**) to PAGA Employees pursuant to  
10 PAGA law governing Plaintiff's claims. It is estimated that the **290 PAGA Employees** will receive an  
11 average individual settlement payment of **\$193.66 each** (\$56,161.66 / 290), with a corresponding Pay Period  
12 Value of **\$3.96 per Pay Period** (\$56,161.66 / 14,186).

13           26. Letter to PAGA Employees: The Settlement Administrator will issue each PAGA Employee  
14 one check for their share of the PAGA Penalties Fund along with an explanatory letter, attached as **Exhibit**  
15 **A** of the Settlement. (*Id.* at ¶ A.9.)

16           27. Funding and Distribution Timing: Within Sixty-Five (65) days after the Effective Date,  
17 Defendant will wire the settlement funds to the Administrator. (*Id.* at ¶ C.7.) Within ten (10) calendar  
18 days following the funding of the Settlement, the Settlement Administrator shall issue from the  
19 Settlement Fund Account Individual Settlement Payments, based on the twenty-five percent (25%) of  
20 the PAGA Payment, to PAGA Employee's last known mailing address. (*Id.* at ¶ C.12.)

21           28. **CMO ¶ D(10). Uncashed Funds**: Prior to mailing, the Settlement Administrator will perform  
22 a search based on the National Change of Address Database for information to update and correct for any  
23 known or identifiable address changes. (*Id.*) Any checks returned as non-deliverable on or before the  
24 Void Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed  
25

26 \_\_\_\_\_  
27 <sup>2</sup> The estimated PAGA Penalties Fund was calculated by deducting the following amounts from the Gross  
28 Settlement Amount (\$390,000.00): \$130,000.00 for the Attorneys' Fees, \$26,103.35 for the Attorneys' Costs,  
\$5,000.00 Incentive Award, and \$4,250.00 for the Settlement Administration Costs. (*See* Settlement, ¶¶ 6,  
12(d), 14-15.)

thereto. (*Id.*) If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace or other search using the name, address, or Social Security number of the PAGA Employee involved, and will then perform a single re-mailing. (*Id.*) Any check re-mailings will not extend the 180-day period to cash a check. (*Id.*) Any checks issued to PAGA Employees shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after issuance, i.e., the Void Date. (*Id.*) The Parties agree that, within fourteen (14) calendar days after the Void Date, any unclaimed funds in the Settlement Fund Account as a result of the failure to cash Individual Settlement Payment checks prior to the Void Date shall be handled in accordance with California Code of Civil Procedure section 384 and transmitted to California's Unclaimed Property Fund in the name of the PAGA Employee. (*Id.*)

29. **CMO ¶ D(7)(a-c). Released Claims:** Upon entry of final judgment and funding of the Gross Settlement Amount in full ("Effective Date"), Plaintiff, on behalf of herself, and the State of California releases the Released Parties from all claims for civil penalties under PAGA arising from the same facts and/or claims alleged in the operative Complaint as well as those included in Plaintiff's letter to the LWDA, including claims under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 227.3, 245, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2699.3, 2802, as well as IWC Wage Orders, including, but not limited to, Wage Orders 1 to 17, or claims that were pled or that could have been pled based on the facts alleged in the operative Complaint during the Settlement Period. (*Id.* at ¶ B.3.) The period of the release shall extend to the limits of the PAGA Period. (*Id.*) The *res judicata* effect of the judgment will be the same as that of the release. (*Id.*) **CMO ¶ D(4)(a).** In consideration for the benefits provided under this Agreement, including but not limited to the Incentive Award, and subject to Court approval, Plaintiff expressly waives and relinquishes any and all rights and benefits under Civil Code section 1542 with respect to all claims, known and unknown, suspected or unsuspected. (*Id.* at ¶ B.3.a.) Plaintiff understands and acknowledges that this waiver applies to claims that Plaintiff does not know or suspect to exist at the time of execution of this Agreement, and that such claims, if known, might have materially affected Plaintiff's decision to enter into this Settlement. Plaintiff acknowledges that Plaintiff has been advised of the provisions of California Civil Code section 1542. (*Id.*) Plaintiff acknowledges that this waiver is a material term of the Settlement and that Plaintiff has

1 knowingly and voluntarily waived the protections of Civil Code section 1542 as set forth herein. (*Id.*)  
2 **CMO ¶ D(4)(b)(i).** Had Plaintiff been entirely successful at trial on her individual wage and hour claims,  
3 the optimistic value of Plaintiff individual claims is approximately \$43,729.92. **CMO ¶ D(4)(b)(ii).**  
4 Considering the likelihood of prevailing and other attendant risks, the realistic value of Plaintiff  
5 individual claims is approximately \$14,576.64. A detailed discussing of the value of Plaintiff's individual  
6 claims is provided *infra* at paragraphs 51-59. **CMO ¶ D(4)(c).** The Settlement provides an Incentive  
7 Award to Plaintiff in the amount of \$5,000.00, subject to Court Approval. (*Id.* at ¶ B.2.c.)

8 30. No Related Cases: Plaintiff's Counsel are not aware of any other class, representative or other  
9 collective action in any other court in this or any other jurisdiction that asserts claims similar to those  
10 asserted in this action on behalf of a class or group of individuals, some of whom would also be PAGA  
11 Employees as defined in this action. I have come to this conclusion after a reasonable inquiry and review  
12 of the LWDA's PAGA Case Search website, this Court's case search website, and other information  
13 reasonably available online. Additionally, Defendant has not indicated there is any other related case  
14 pending as of the date of this declaration.

15 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE<sup>3</sup>

16 31. There can be no doubt that this Settlement is the result of vigorous, adversarial, non-collusive,  
17 and arm's-length negotiations between the Parties. Based on Plaintiff's Counsel's analysis of the arguments  
18 and information provided by Defendant, on an expert analysis of the time and pay records, and on information  
19 from Plaintiff, Plaintiff's Counsel evaluated Defendant's both maximum (*optimistic*) and risk-adjusted  
20 (*realistic*) potential exposure in preparation for mediation. **CMO ¶ D(2)(a, h).** Although the expert's analysis  
21 revealed that the time and pay records supported several violations by Defendant, those identifiable violations  
22 were primarily limited to the unpaid overtime, regular rate, and meal break claims. The records themselves  
23 did not provide strong support for the off-the-clock work, rest period, and expense reimbursement claims,  
24 and derivative penalties for those claims, as these claims are predominantly testimony based. In other words,  
25 Plaintiff's analysis revealed that certain claims were not as strong as originally believed.

26 32. **CMO ¶ D(2)(h).** Because Defendant did not require employees to record rest periods, nor is  
27

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28 <sup>3</sup> This section addresses paragraphs D(2)(a-h) of the CMO.

1 Defendant required to record rest periods, there are no records to establish the rest period claim on the merits.  
2 Additionally, there are no records to establish the off-the-clock work claim on the merits. Rather, proof of  
3 these claims would need to be supported by declarations from PAGA Employees regarding missed rest  
4 periods and off-the-clock work as the records themselves cannot demonstrate what breaks were missed,  
5 when, and why, and they cannot demonstrate the time, if any, PAGA Employees spent working off the  
6 clock.

7 33. Indeed, the exposure figures that were calculated for mediation were based on assumed high  
8 violation rates that would not likely be demonstrated at trial, as they assume either the participation of all  
9 PAGA Employees (which would be difficult given the particularly large size of this group), or alternatively,  
10 the use of surveys or statistical data as a surrogate (which would still require the participation of a majority of  
11 PAGA Employees to establish a sound representation of all non-exempt employees). The reality is that many,  
12 if not all, employees would be unwilling to participate due to fear of retaliation. However, even assuming  
13 those employees would be willing to participate, obtaining such declarations would potentially reveal that  
14 each PAGA Employee had a different experience. The individualized nature of their employment  
15 experience and the numerosity of employees affected present significant risk with manageability and proof  
16 on the merits.

17 34. Even as to the rounding, meal period, and regular rate claims our analysis found that  
18 Defendant's exposure is less than initially believed. **CMO ¶ D(2)(b)**. As to the rounding claim, Plaintiff  
19 alleges that Defendant recorded employees' time to the nearest minute but rounded payable time to the  
20 nearest quarter hour. According to Plaintiff's expert analysis, 62.7% of employees during the statutory  
21 period experienced a net underpayment attributable to rounding, and 41% of pay periods reflected a net  
22 underpayment due to rounding. **CMO ¶ D(2)(e)**. However, Defendant contends its rounding practice is  
23 neutral and compliant with California law as it also resulted in overpayment to Defendant's employees and  
24 that it did not intend for its rounding policy to result in any underpayment to its employees. Plaintiff's  
25 expert found that 37.9% of shifts and 31.3% of PAGA Employees were overpaid due to Defendant's  
26 rounding practice. Additionally, Defendant's rounding practice resulted in only an average of 0.9 minutes  
27 (approximately 54 seconds) of underpayment per shift. As a result, Defendant's alleged failure to pay  
28 PAGA Employees because of its rounding policy would likely be found to be unintentional.

1        35. **CMO ¶ D(2)(b).** As to Plaintiff's meal period claim, a review of the time and pay records shows  
2 only a 9.6% violation rate during the PAGA Period. Additionally, the records demonstrate that 4.7% of the  
3 violations included a meal waiver and that Defendant paid meal premiums for 0.6% of the violations. **CMO**  
4 **¶ D(2)(e).** Defendant also argues that its payment of meal premiums and use of meal waivers indicate that it  
5 did not intentionally fail to provide PAGA Employees with meal breaks. As a result, Defendant's alleged  
6 failure to provide PAGA Employees with meal periods would likely be found to be unintentional.

7        36. **CMO ¶ D(2)(b).** With respect to the regular rate claim, Plaintiff alleges that Defendant failed in  
8 incorporate all non-discretionary bonuses into the regular rate of pay for purposes of paying overtime, sick  
9 pay, and meal break premiums. Plaintiff's expert reviewed the records and found 33 additional payments,  
10 such that 45.8% of employees had overtime and additional compensation, 37.5% of employees had sick pay  
11 and additional compensation, and 4.2% of employees had meal premiums and additional compensation.  
12 **CMO ¶ D(2)(e).** However, Defendant argued that it did not fail to incorporate any remuneration into the  
13 regular rate of pay because the 33 additional payments were discretionary. Additionally, only 12.2% of pay  
14 periods had overtime and additional compensation, 1.7% of pay periods had sick pay and additional  
15 compensation, and only 0.1% of pay periods had meal premiums and additional compensation. As a result,  
16 to the extent that Defendant failed to incorporate non-discretionary bonuses into the regular rate of pay, which  
17 Defendant disputes, the exposure is *de minimis*. Moreover, these violation rates assume Plaintiff would be  
18 able to show the 33 bonus payments were non-discretionary payments that should have been factored into the  
19 regular rate. Based on Defendant's argument that the bonuses were discretionary and the low violation rate,  
20 Defendant's alleged failure to incorporate these bonuses into the regular rate of pay for purposes of paying  
21 overtime, sick pay, and meal break premiums would likely be found to be unintentional.

22        37. The likelihood that Defendant could assert viable legal defenses would likely further reduce its  
23 overall exposure. For example, the individualized and testimony-intensive nature of the claims could bar  
24 manageability of this representative action or otherwise significantly reduce Defendant's overall liability.

25        38. **CMO ¶ D(2)(h).** Further, a claim-by-claim penalty calculation is overly optimistic as it  
26 presumes Plaintiff would be able to stack the penalties, although penalty stacking is not expressly permitted  
27 by PAGA. Rather, without either (i) a prior finding by the LWDA or a court within the past five years that  
28 the employer violated PAGA or (ii) evidence that the employer's conduct was malicious, fraudulent, or

oppressive, PAGA only provides for a maximum \$100 penalty for each pay period. (Lab. Code § 2699(f)(2)(A)–(B).) Moreover, Plaintiff’s Counsel believe it would be unrealistic to expect the Court would award the full (penalty-stacked) exposure given the discretionary nature of awarding penalties and given Defendant’s defenses, including that any failure to pay premiums or regular rate wages, was not knowingly or willfully done, and additionally, to the extent employees received wage statements that were allegedly inaccurate, employees suffered no actual resulting damage or harm. **CMO ¶ D(2)(f)**. Moreover, awarding the full penalties amount would likely raise Due Process concerns, especially considering the records demonstrate that there are low violation rates for the underlying claims.

39. For the foregoing reasons, the *realistic* exposure is thus far below the *optimistic* claim by claim estimate.

40. Based on the foregoing, Plaintiff’s Counsel believe it is more reasonable to assess penalties on a \$100 civil penalty per pay period basis pursuant to Labor Code § 2699(f)(2)(A) for each of the estimated 14,186 pay periods at issue, as opposed to a claim-by-claim approach. **CMO ¶ D(2)(c)**. Accordingly, Plaintiff’s Counsel estimate Defendant’s maximum PAGA exposure to be **\$1,418,600.00** (\$100 x 14,186), if all allegations are proven. The Gross Settlement Amount \$390,000.00 represents approximately 27.49% of the maximum exposure figure (\$390,000.00 / \$1,418,600.00). **CMO ¶ D(2)(d, g)**. However, based on the discovery, Defendant’s arguments at mediation, an understanding that the claims are heavily dependent on the unlikely participation by PAGA Employees and their varying employment experience, and other important considerations discussed above, it is reasonable to assume a violation occurred only in one-third of all pay periods, which results in a realistic (*risk-adjusted*) exposure of **\$472,866.67** (\$1,418,600.00 / 3). **CMO ¶ D(2)(g)**. Based on this, the Parties settled on the Gross Settlement value of \$390,000.00. The Gross Settlement Amount of \$390,000.00 represents roughly **82.48%** of the realistic exposure (\$390,000.00 / \$472,866.67).

41. The proposed Settlement therefore represents a substantial recovery when compared to the reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Gross Settlement Amount of \$390,000.00 is within the “ballpark” of reasonableness, and that settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133;

1 *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar*  
2 does not require “an explicit statement of the maximum amount the plaintiff class could recover if it prevailed  
3 on all its claims,” but instead, only an “understanding of the amount that is in controversy and the realistic  
4 range of outcomes of the litigation”].)

5 42. The \$390,000.00 Gross Settlement Amount amounts to genuine and meaningful relief. This is  
6 an excellent result, particularly because, under the Settlement, PAGA Employees and the LWDA will  
7 receive timely, guaranteed relief and will avoid the risk of not being able to recover anything at all.

8 43. **CMO ¶ D(2)(h).** The Settlement is a fair and reasonable resolution that satisfies PAGA’s dual  
9 statutory purposes - deterrence and punishment, on the one hand, and providing PAGA Employees with  
10 genuine and meaningful relief on the other. As a result of this litigation, Defendant had to hire legal counsel,  
11 engage in employee-wide discovery, and participate in mediation. Assuming approval is granted,  
12 Defendant will also have to pay civil penalties pursuant to PAGA. Not including its own attorneys’ fees  
13 and costs, Defendant will pay at least \$390,000.00 to resolve this matter-of which at least \$224,646.65 is  
14 allocated toward PAGA penalties and will be distributed as 75% to the LWDA and 25% to PAGA  
15 Employees, in compliance with PAGA law governing the claims in this Action. (*See* Settlement, ¶ A.12.)  
16 This amount represents roughly **47.51%** ( $\$224,646.65 / \$472,866.67$ ) of the realistic exposure for the  
17 claims as discussed above. Additionally, the release obtained under the Settlement does not preclude  
18 PAGA Employees from pursuing any individual (non-PAGA) claims they may have against Defendant  
19 or the other Released Parties. (*See id.* at ¶ A.14.)

20 44. **CMO ¶ D(2)(h).** Plaintiff’s Counsel have conducted a thorough investigation into the facts of  
21 the allegations. Based on discovery and on their own independent investigation and evaluation, Plaintiff’s  
22 Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore,  
23 considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the  
24 defenses that could be asserted by Defendant on the merits, Plaintiff’s Counsel respectfully submit that the  
25 Settlement is in the best interests of the PAGA Employees and the State of California.

26 45. **CMO ¶ D(2)(h).** Although Plaintiff’s Counsel believe there is merit to Plaintiff’s allegations,  
27 they also acknowledge a legitimate controversy exists as to each allegation. Plaintiff’s Counsel also  
28 recognize that proving the amounts of penalties owed to each PAGA Employee would be an expensive, time-

1 consuming, and uncertain proposition.

2 46. **CMO ¶ D(2)(h).** Moreover, Plaintiff's Counsel are also of the opinion that because the issues  
3 here are fairly contested, there is a possibility of the Court not awarding PAGA penalties even if Plaintiff  
4 prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. In other words,  
5 were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a  
6 substantial reduction.

7 47. **CMO ¶ D(2)(h).** While Plaintiff's Counsel believe there would be no persuasive grounds to  
8 reduce penalties, they recognize that the Court could determine otherwise and significantly reduce any  
9 award of penalties. This wide range of potential recovery and additional delays and risks of trial provide  
10 justification to settle for a reasonable amount of recovery at this point in the litigation. In all, based on the  
11 investigation and analysis of the claims in preparation for mediation, the maximum exposure did not  
12 comport with the realistic exposure that Defendant faced, as discussed above.

13 48. **CMO ¶ D(2)(h).** Plaintiff's Counsel took into account the risk of not being able to proceed on  
14 a representative basis at all due to the potential manageability issues, the risk of not prevailing at trial, and  
15 the risk that even if Plaintiff prevailed at trial, the penalties would be limited due to the largely discretionary  
16 nature of awarding PAGA penalties. The provisions of the Labor Code triggering PAGA penalties in this  
17 case include Labor Code sections 203, 210, 226, 1197.1, and 2802. However, PAGA penalties are not  
18 mandatory, but rather, permissive. Accordingly, it is entirely possible that even if Plaintiff would be  
19 successful at trial, assuming she first able to win on the merits regarding their individual claims at  
20 arbitration and then defeat the manageability issues presented at litigation by the large number of PAGA  
21 Employees in this action, Plaintiff may still be awarded substantially less than what was obtained through  
22 the Settlement.

23 49. **CMO ¶ D(2)(h).** The Settlement avoids the significant risks, burdens, and the accompanying  
24 expense of further litigation. Moreover, Plaintiff would have to proceed with arbitration of her individual  
25 claims and win on the merits before proceeding with litigation of the representative PAGA claims.  
26 Preparation for trial and the prospect of appeals in the wake of any summary judgment ruling would remain  
27 for the Parties. As a result, the Parties would incur considerably more attorneys' fees and costs through  
28 trial, a lengthy and uncertain process that could result in recovering less than was settled for.

THE INCENTIVE AWARD SHOULD BE APPROVED

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

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

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

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

1 the litigation. For all the foregoing reasons, the requested incentive award to Plaintiff are reasonable.

2 PLAINTIFF'S INDIVIDUAL CLAIMS (CMO ¶ D(4)(a-d))

3 54. The Settlement provides a \$5,000.00 Incentive Award to Plaintiff and provides that Plaintiff is  
4 deemed to have released individual wage and hour claims by virtue of the Settlement. (Settlement, ¶¶ A.7.,  
5 B.2.c.) The Incentive Award to Plaintiff is justified based on the value of Plaintiff's individual claims.

6 55. Plaintiff reports that she performed approximately 20 minutes of off-the-clock work per shift.  
7 This equates to approximately 100 minutes per week (i.e., 1.66 hours per week, based on five shifts per week).  
8 At Plaintiff's hourly rate of \$19.64, this results in unpaid wages of approximately \$32.60 per week. Over 52  
9 weeks, this equals approximately \$1,695.20 in unpaid wages per year, or approximately \$5,085.60 over three  
10 years attributable solely to off-the-clock work.

11 56. Plaintiff also reports that she performed approximately 0.8 minutes of rounded time per shift.  
12 This equates to approximately 4 minutes per week, or approximately 0.067 hours per week, based on five  
13 shifts per week. At Plaintiff's hourly rate of \$19.64, this results in unpaid wages of approximately \$1.32  
14 per week. Over 52 weeks, this equals approximately \$68.64 in unpaid wages per year or approximately  
15 \$205.92 over three years attributable solely to rounding.

16 57. While Plaintiff alleges that Defendant failed to incorporate non-discretionary bonuses into  
17 Plaintiff's regular rate of pay for purposes of paying overtime, sick pay, and meal break premiums, Plaintiff's  
18 expert's analysis of the time and pay records indicate that Defendant's exposure with respect to Plaintiff for  
19 this claim is negligible.

20 58. Plaintiff also reports noncompliant meal periods occurring approximately five times per week.  
21 At Plaintiff's rate of \$19.64 per hour, Plaintiff's meal period premium pay totals approximately \$98.20 per  
22 week. Over 52 weeks, this equals approximately \$5,106.40, or approximately \$15,319.20 over three years  
23 attributable solely to meal period premiums.

24 59. Plaintiff further reports that her rest breaks were interrupted and/or not provided in accordance  
25 with California law at least five times per week. At Plaintiff's rate of \$19.64 per hour, Plaintiff's rest period  
26 premium pay totals approximately \$98.20 per week Over 52 weeks, this equals approximately \$5,106.40, or  
27 approximately \$15,319.20 over three years attributable solely to rest period premiums.

28 60. Assuming a \$100.00 civil penalty per pay period over three years (approximately 78 pay

periods), Plaintiff's estimate for civil penalties is approximately \$7,800.00.

61. As a result, assuming Plaintiff had been entirely successful at trial on her individual wage and hour claims, the optimistic value of Plaintiff's individual claims is approximately \$43,729.92 (\$5,085.60 + \$205.92 + \$15,319.20 + \$15,319.20 + \$7,800.00).

62. However, considering the likelihood or prevailing at trial and other attendant risks, including that there are no time and payroll records to prove Plaintiff's off-the-clock, and rest break claims and that any violations, if any, would likely be found not to be intentional, it is reasonable to assume that the realistic value of Plaintiff's individual claims is closer to one-third of \$43,729.92, or \$14,576.64. Accordingly, Plaintiff requested Incentive Award of \$5,000.00 represents approximately 34.30% of the realistic value of her individual claims.

#### MY EXPERIENCE AND QUALIFICATIONS

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

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

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

66. **CMO ¶ D(3).** My current billing rate is \$950.00 per hour, which is my usual rate in wage-and-hour litigations. This billing rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate. (The Laffey Matrix, <http://www.laffeymatrix.com/see.html> [last visited March 10, 2026].) The Laffey Matrix is a “well-established objective source for rates that vary by experience” used by the District of Columbia. (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey

Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate upwards based on “locality pay differentials” and the location of counsel’s office in California to determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel’s office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm’s location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.5%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, eff. January 12, 2026, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, eff. January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.5% adjustment is \$1,044.48 per hour (\$1,019 Laffey Matrix rate + (2.5% x \$1,019)). (*See* Exh. 6.) Accordingly, my billing rate of \$950 per hour is reasonable.

67. I am experienced in prosecuting and defending employment matters, particularly class and PAGA actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage-and-hour class action lawsuits pending in various counties throughout California, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC*

(C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659, at \*10 (class size approx. 2,650; lead counsel) (in approving my \$650 hourly rate in that case, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

#### LILIT TER-ASTVATSATRYAN’S EXPERIENCE AND QUALIFICATIONS

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

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

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

71. **CMO ¶ D(3).** Ms. Ter-Astvatsatryan’s billing rate is \$850.00 per hour, which is her usual

1 hourly rate in wage and hour litigations. Based on Ms. Ter-Astvatsatryan's nearly 8 years of experience,  
2 her Laffey Matrix rate with a 2.5% adjustment is \$924.55 per hour (\$902 Laffey Matrix rate + (2.5% x  
3 \$902)). (See Exh. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms.  
4 Ter-Astvatsatryan's billing rate of \$850.00 per hour is reasonable.

5 72. As an associate working solely on wage and hour class action cases, she has been involved in  
6 all aspects of complex litigation, including assisting in class certification motions in the following cases:

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

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

- 18 (a) Ana Rose De Jesus, et al. v. Philippine National Bank, et al, Los Angeles Superior  
19 Court, Case No. BC673024;  
20 (b) Andres De La Riva Sotelo v. Belfor USA Group, Inc., Los Angeles Superior Court,  
21 Case No. BC688895;  
22 (c) Carlos Vertti v. Bagcraft Papercon III, LLC, et al., Los Angeles Superior Court, Case  
23 No. 19STCV12729;  
24 (d) Christopher Thurman v. Wanton Group SP, LLC, et al, Los Angeles Superior Court,  
25 Case No. 19STCV18772;  
26 (e) Francisca Velasco v. Paige, LLC, Los Angeles Superior Court, Case No.  
27 19STCV12114;  
28 (f) Jose Montoya v. The Golden 1 Credit Union, Sacramento Superior Court, Case No.

34-2018-00228252;

(g) Malu Vaesau v. Double AA Corporation, San Francisco Superior Court, Case No. CGC-19-572598;

(h) Tyler Jones v. Citiguard, Inc., Los Angeles Superior Court, Case No. BC664890; and

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

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

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

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

#### MICHAEL CITRIN'S EXPERIENCE AND QUALIFICATIONS

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

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

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

4 78. **CMO ¶ D(3)**. Mr. Citrin's billing rate is \$650.00 per hour, which is his usual hourly rate in wage  
5 and hour litigations. Based on Mr. Citrin's nearly 6 years of experience out of law school, his Laffey Matrix  
6 rate with a 2.53% adjustment is \$640.63 per hour (\$625 Laffey Matrix rate + (2.5% x \$625)). (See Exh. 6.)  
7 As compared to the Laffey Matrix rate and when considering his significant wage-and-hour class action  
8 experience, Mr. Citrin's billing rate of \$650.00 per hour is reasonable.

9 PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

10 79. As demonstrated by the foregoing, my office is qualified to handle this litigation  
11 because we are experienced in litigating Labor Code and Wage Order violations in individual, class,  
12 and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel  
13 in numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion  
14 for settlement approval. Including myself, Moon Law Group, PC is currently comprised of roughly  
15 35 attorneys, all of whom are actively and continuously practicing employment litigation,  
16 representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions,  
17 in this Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and  
18 in various federal courts. The attorneys at my firm have a high level of skill, knowledge, and  
19 experience in areas of wage-and-hour class and PAGA actions, and labor and employment law  
20 generally, the substantive (state and federal) and procedural law of which is frequently.

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

27 81. The foregoing experience of myself and other attorneys of Moon Law Group, PC is  
28 helpful in assessing the reasonableness of settlements, such as the one at issue here, and from this

1 experience we concluded that this litigation could not have been settled on better terms than  
2 provided under the proposed Settlement.

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

8 REQUEST FOR ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE (CMO ¶ D(3))

9 83. In line with the Settlement, my firm requests an award of attorneys' fees in an amount of one-  
10 third of the Gross Settlement Amount (i.e., no less than \$130,000.00, subject to potential increase under the  
11 escalator clause), plus reimbursement for actual litigation costs up to a total of \$30,000.00. (See Settlement,  
12 ¶ B.2.b.)

13 84. The requested Attorney's Fees can be justified under either the common fund or lodestar  
14 method. However, we base the requested award on the common fund method. Nonetheless, the lodestar  
15 method can be used to cross-check the reasonableness of the award calculated under the common fund  
16 method.

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

| Attorney                | Rate         | Hours        | Lodestar            |
|-------------------------|--------------|--------------|---------------------|
| Kane Moon               | \$950.00     | 26.2         | \$24,890.00         |
| Lilit Ter-Astvatsatryan | \$850.00     | 66.5         | \$56,525.00         |
| Michael Citrin          | \$650.00     | 39.0         | \$25,350.00         |
|                         | <b>Total</b> | <b>131.7</b> | <b>\$106,765.00</b> |

23 86. There are additional hours devoted to this litigation by the attorneys and legal assistants in my  
24 office that are not reflected in the foregoing lodestar, including additional attorney time that will be spent to  
25 obtain and monitor approval of the Settlement and requested awards, oversee the settlement administration  
26 process and distribution of funds, respond to inquiries, and communicate with Plaintiff regarding the case. I  
27 estimate that my office will commit *no less than* 10 hours, although likely more time, to these additional tasks,  
28

1 which are hours not included in the foregoing lodestar total. My office also bears the risk of taking whatever  
2 actions are necessary if Defendant fails to pay. At my \$950 hourly rate, these additional 10 hours results in a  
3 lodestar of \$9,500.00.

4 87. **(CMO ¶ D(3)).** A true and correct copy of a description of the work performed and the time  
5 spent performing such work is attached hereto as **Exhibit 9**. As discussed below, application of a positive  
6 multiplier is warranted in this case.

7 88. The lodestar method requires the Court to determine a “touchstone” or lodestar figure based on  
8 a compilation of time spent and reasonable hourly compensation for each attorney. (*Graham v.*  
9 *DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579.) Generally, hours are reasonable if they were “reasonably  
10 expended in pursuit of the ultimate result achieved in the same manner that an attorney traditionally is  
11 compensated by a fee-paying client.” (*Hensley v. Eckerhart* (1983) 461 U.S. 424, 431.)

12 (a) Number of Hours Expended by My Office is Reasonable: As set forth in this declaration,  
13 my office expended a significant amount of time litigating the case to achieve an excellent  
14 result on behalf of the PAGA Employees. To date, my office has spent no less than **131.7**  
15 **hours** litigating this case. In the event the Court grants settlement approval, my office will  
16 spend additional time related to this litigation, including to monitor administration of the  
17 settlement after approval, committing no less, although likely more, than **10** hours to those  
18 additional tasks. The number of hours that my office has and will devote to this case is  
19 reasonable. (*See, e.g., Ketchum III v. Moses* (2001) 24 Cal.4th 1122, 1133 [fee award should  
20 be fully compensatory and, “absent circumstances rendering the award unjust, an attorney  
21 fee award should ordinarily include compensation for *all* the hours *reasonably spent*”]  
22 [emphasis in original]; *Serrano v. Unruh* (1982) 32 Cal. 3d 621, 624 [counsel are entitled to  
23 compensation for all hours reasonably expended]; *Hensley, supra*, 461 U.S. at pp. 435–36;  
24 *Caudle v. Bristow Optical Co.* (9th Cir. 2000) 224 F.3d 1014, 1028; *Cabrales v. Cty. of L.A.*  
25 (9th Cir. 1991) 935 F.2d 1050, 1052–53.) As discussed above, my office was required to  
26 expend considerable time and resources to investigate, litigate, and successfully settle these  
27 claims for the benefit of the PAGA Employees.  
28

1 (b) The Attorneys' Hourly Rates are Reasonable: "[T]he established standard when determining  
2 a reasonable hourly rate is the 'rate prevailing in the community for similar work performed  
3 by attorneys of comparable skill, experience, and reputation.'" (*Camacho v. Bridgeport Fin.,*  
4 *Inc.* (9th Cir. 2008) 523 F.3d 973, 979 [quoting *Barjon v. Dalton* (9th Cir. 1997) 132 F.3d  
5 496, 502].) This rule applies even when, as here, the attorneys representing a named plaintiff  
6 perform the work on a contingent fee basis. (*See, e.g., Robertson v. Fleetwood Travel*  
7 *Trailers of Cal., Inc.* (2006) 144 Cal.App.4th 785, 818; *Blanchard v. Bergeron* (1989) 489  
8 U.S. 87, 96.) These hourly rates are reasonable in light of the significant experience,  
9 expertise, and skill my firm brought to this action. Rates are reasonable if they are "within  
10 the range of reasonable rates charged by and judicially awarded comparable attorneys for  
11 comparable work." (*Children's Hosp. & Med. Ctr. v. Bonta* (2002) 97 Cal.App.4th 740,  
12 783.) The trial court may "find hourly rates reasonable based on evidence of other courts  
13 approving similar rates." (*Parkinson v. Hyundai Motor Am.* (C.D. Cal. 2010) 796 F.Supp.2d  
14 1160, 1172.) The attorneys at Moon Law Group, PC are experienced litigators who  
15 specialize in employment law, with a substantial wage-and-hour class action practice. The  
16 hourly rates of each attorney are also reasonable as compared to their respective Laffey  
17 Matrix rates as explained *supra*. Moreover, these rates are not opposed or challenged, and  
18 have been approved by other courts, as explained *supra*.

19 (c) Application of a Multiplier Is Warranted: Once this lodestar figure has been determined, the  
20 Court may take into account other "enhancement" factors to adjust the lodestar award. As  
21 the California Supreme Court has held, contingency fees should be higher than fees for the  
22 same legal services paid concurrently with the provision of the services. (*Ketchum III, supra*,  
23 24 Cal.4th at pp. 1132–33; *see also Fischel v. Equitable Life Assurance Soc'y of the U.S.*  
24 (9th Cir. 2002) 307 F.3d 997, 1008.) "A lawyer who both bears the risk of not being paid  
25 and provides legal services is not receiving the fair market value of his work if he is paid  
26 only for the second of these functions. If he is paid no more, competent counsel will be  
27 reluctant to accept fee award cases." (*Ketchum*, 24 Cal.4th at p. 1133.) Application of that  
28 rule is particularly appropriate where the case is brought to redress important rights of

vulnerable persons. (*Id.*) A risk enhancement is “earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather, it is intended to approximate market-level compensation for such services, which typically includes a premium for the risk of nonpayment or delay in payment of attorney fees.” (*Id.* at p. 1138.) **Multipliers normally range from two to four or higher.** (*Wershba, supra*, 91 Cal.App.4th at p. 255; *see also Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, n.6 [“most” common fund cases apply a multiplier of 1.0–4.0]; *Been v. O.K. Indus., Inc.* (E.D. Okla. 2011, No. CIV–02–285–RAW) 2011 WL 4478766, \*11 [citing a study “reporting [an] average multiplier of 3.89 in survey of 1,120 class action cases” and finding that a multiplier of 1.22 would be “per se reasonable”].) Factors considered in determining whether a lodestar multiplier is appropriate generally include: (1) the risks presented by the contingent nature of the case; (2) the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly; (3) the nature of the opposition; (4) the preclusion of other employment by the attorney due to acceptance of the case; and (5) the result obtained and the importance of the lawsuit to the public. (*Serrano v. Ivy Baker Priest* (1977) 20 Cal. 3d 25, 48–49 [hereinafter “*Serrano III*”].) All these factors favor approval of a multiplier along the lines of those approved in the cases above. To date, my office has incurred no less than **\$106,765.00** in attorneys’ lodestar fees, anticipates incurring at least another \$9,500.00 in lodestar fees, and has advanced **\$26,103.35** in actual litigation costs. Thus, after reimbursement of our out-of-pocket expenses, the fee request of **\$130,000.00** represents a **1.22** multiplier of the lodestar fees incurred to-date in prosecuting this case.

1) *Risks presented by the contingent nature of the case*: The major consideration in determining the necessity of a multiplier is the contingent nature of the award. (*Ketchum III, supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel, supra*, 307 F.3d at p. 1008.) In determining what multiplier to award, the probability of success must be assessed *ex ante*, that is, as viewed from the outset of the case. (*See, e.g., Harman v. Lyphomed, Inc.* (7th Cir. 1991) 945 F.2d 969, 976.) Further, the possibility of no recovery is only one of the uncertainties involved in taking on such a case. Other uncertainties are the amount

1 that will be recovered, uncertainty as to the cost, both in effort and expenses, and  
2 uncertainty about how much time will pass before the recovery is obtained. (*See, e.g.,*  
3 *Ketchum*, 24 Cal.4th at pp. 1132–1133, 1138.) My office’s outlay of time and money  
4 in this case has been significant. In all, my office has spent *no less than* **131.7** hours to  
5 date investigating, analyzing, researching, litigating, and negotiating a favorable  
6 resolution of this case, in addition to *a minimum of* **10** hours that will be spent following  
7 final settlement approval, including to monitor settlement administration and  
8 distribution of funds, and has incurred **\$26,103.35** in necessary litigation costs.  
9 Unsettled legal issues also presented risks to the claims in this case. My office bore the  
10 substantial risk of an uncertain outcome in agreeing to prosecute this PAGA action on  
11 a contingency fee basis, as well as the difficulties and delay inherent in such litigation.  
12 There was the prospect of the enormous cost inherent in PAGA representative action  
13 litigation, as well as extensive negotiations with a corporate Defendant who vigorously  
14 opposed Plaintiff’s claims and right to pursue his individual or class action claims in  
15 state court. My office risked significant time and expense to ensure a successful  
16 settlement. As detailed *supra*, the risks presented in this case were significant, and  
17 Defendant’s defenses posed serious risks to the success of this PAGA matter on the  
18 merits, assuming we were first successful at proving the merits of Plaintiff’s individual  
19 claims. These risks illustrate the recognition by the California Supreme Court in  
20 *Ketchum III* that, if multipliers are not awarded to PAGA counsel in the cases that are  
21 successfully settled, counsel’s fees are essentially being cut because the lodestar in and  
22 of itself would not account for contingent risk.

- 23 2) *Difficulty of the questions involved and the skill required*: My office is comprised of  
24 skilled attorneys who have had success in wage-and-hour class and PAGA actions. This  
25 case required experienced and competent lawyers, as well as expertise in the issues  
26 presented herein. To obtain such an attorney on the free market, a client must pay the  
27 market rate. While most class/PAGA actions are complex and involve some risk, my  
28 office had to overcome several major obstacles in prosecuting this case, as explained

1           *supra*. Defendant's contentions underscore the risk of prevailing at trial, and any of  
2           these obstacles could have prevented recovery completely.

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

13          4) *The extent to which litigation precluded other employment would justify an*  
14          *enhancement*: There are only so many cases that my office can take at any one time.  
15          Consequently, there were other meritorious cases presented to my office that would  
16          have generated substantial fees, but were declined, during the pendency of this action  
17          in order to devote the attention necessary to achieve favorable results.

18          5) *The result obtained would justify an enhancement*: The results obtained in litigation can  
19          properly be used to enhance a lodestar calculation where an exceptional effort produced  
20          excellent results. (*Graham, supra*, 34 Cal.4th at p. 582.) Here, the final maximum  
21          settlement figure is **\$390,000.00**, which is subject to potential increase under the  
22          escalator clause. Considered against the size of the PAGA Employees, the risks posed  
23          by continued litigation, and the importance of the employment rights and a speedy  
24          recovery, the relief provided under the Settlement represents a very strong result for the  
25          PAGA Employees and LWDA.

26          6) *The use of a multiplier is permitted in PAGA actions*: PAGA provides that "[a]ny  
27          employee who prevails in any action shall be entitled to an award of reasonable  
28          attorney's fees and costs." (Lab. Code § 2699(k)(1).) Although, PAGA does not provide

1 a specific standard for evaluating attorneys' fees in connection with a settlement of  
2 PAGA claims, California Courts have employed a lodestar analysis and use of  
3 multipliers for this purpose. "Where a settlement produces a common fund for the  
4 benefit of the entire class, courts have discretion to employ either the lodestar method  
5 or the percentage-of-recovery method. . . . To guard against an unreasonable result, the  
6 Ninth Circuit encourages district courts to "cross-check[] their calculations against a  
7 second method. . . . Accordingly, the Court calculates attorneys' fees in the instant case  
8 using the percentage-of-recovery method and then cross-checks its calculations against  
9 the lodestar method." (*Hermosillo v. Davey Tree Surgery Co.* (N.D. Cal. July 7, 2021)  
10 No. 18-CV-00393-LHK, 2021 WL 2826697, at \*1 [quoting *In re Bluetooth Headset*  
11 *Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942, 944–45].)

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

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

23 91. Because most individuals cannot afford to pay for legal representation on an hourly basis, Moon  
24 Law Group, PC represents virtually all its employment law clients on a contingency fee basis, including  
25 Plaintiff in this action. Pursuant to this arrangement, we are not compensated for our time unless we prevail  
26 at trial or our clients' cases are successfully settled. Because Moon Law Group, PC is taking the risk that we  
27 will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to  
28 represent an individual employee on a contingency basis if, at the end of our representation, all we are to

1 receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate  
2 when we win if we are to remain in practice so as to be able to continue representing other individuals in civil  
3 rights employment disputes.

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

- 7 a. Numerous interviews with Plaintiff and review of documents provided by her;
- 8 b. Legal research and investigation regarding the Defendant's practices at numerous points in  
9 the litigation;
- 10 c. Preparation and submission of Plaintiff's PAGA Notice;
- 11 d. Preparation of multiple drafts of the original class action complaint and subsequent amended  
12 complaint, as well as finalization and filing of said complaints;
- 13 e. Extensive meet-and-confer discussions with Defendant's counsel;
- 14 f. Informal and formal discovery activity;
- 15 g. Extensive meet-and-confer discussions with Defendant's counsel regarding mediator  
16 selection and production of relevant documents and information in preparation for mediation  
17 through informal discovery;
- 18 h. Analysis of Defendant's informal discovery production and preparation of a damages model  
19 with the aid of a statistics expert;
- 20 i. Research and preparation of Plaintiff's mediation brief;
- 21 j. Attendance and active participation at a full day of mediation;
- 22 k. Drafting, negotiating, and reviewing multiple drafts of the Settlement and its attachment;
- 23 l. Preparation and submission of the instant motion for settlement approval and accompanying  
24 filings;
- 25 m. Anticipated preparation for and attendance at the hearing on the motion for approval,  
26 monitoring approval of the Settlement and requested awards, and overseeing the  
27 administration process and distribution of funds; and
- 28 n. Communications with Plaintiff throughout the case.

1           93. As of the drafting of this motion, my office has incurred **\$26,103.35** in expenses litigating this  
2 action without any reimbursement. These expenses were reasonably necessary to the litigation and were  
3 actually incurred by my office. (*See* Ex. 4) These to-date expenses are summarized as follows:

- 4           (a)     “LWDA Fee”: a one-time cost for submitting Plaintiff’s PAGA Notice to the LWDA;
- 5           (b)     “Journal Riverside - Complaint”: the initial case filing fee for initiating Plaintiff’s action;
- 6           (c)     “Berger Consulting Group”: costs of expert review of discovery for mediation;
- 7           (d)     “Steve Serratore”: a one-time cost for mediation services;
- 8           (e)     “FedEx”: Costs of delivering documents to Plaintiff;
- 9           (f)     “ACE,” “One Legal,” “RVSC,” and “Journal”: costs for purchasing court documents, and  
10                   for filing and serving various documents during this Action;
- 11           (g)     “First Legal Court Reporter”: Costs for court reporter at depositions; and
- 12           (h)     “Regal Court Reporting Certified Copy of Transcript”: Costs of transcript of Plaintiff  
13                   deposition.

14           94. We anticipate incurring additional costs up to and after Settlement approval, including filing  
15 costs for the approval motion and any notice of entry of approval order and judgment. However, at this time,  
16 we are only requesting reimbursement of our to-date costs (\$26,103.35). Moreover, because our costs are  
17 below the maximum allocation (\$30,000.00) under the Settlement, the difference will be added to the PAGA  
18 Payment. (Settlement, ¶ B.2.b.) I respectfully submit that our reimbursement request is fair and reasonable.

19           95. Through the efforts of my office, co-counsel, and Plaintiff in this case, a fair and reasonable  
20 resolution has been reached that includes a non-reversionary payment by Defendant of at least \$390,000.00  
21 to compensate PAGA Employees for Defendant’s alleged employment practices. I am informed and believe  
22 that, without the efforts of my office, co-counsel or Plaintiff, the Labor Code and Wage Order violations  
23 alleged in this action would have gone completely unremedied.

24  
25           I declare under penalty of perjury under the laws of the State of California that the foregoing is true  
26 and correct. Executed on March 11, 2026, at Los Angeles, California.

Kane Moon

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