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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

KRISTINA AREVALO, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

VISTA FORD, INC.; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 25STCV03713

REPRESENTATIVE ACTION

DECLARATION OF KANE MOON IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT

[Filed with (1) Plaintiff's Notice of Motion and Motion for Approval of PAGA Settlement, (2) the Declaration of Lisa Mullins, (3) [Proposed] PAGA Approval Order, and (4) [Proposed] Judgment]

PAGA APPROVAL HEARING:
Date: December 16, 2026
Time: 10:30 a.m.
Dept.: 1
Judge: Honorable Theresa M. Traber

Action filed: February 7, 2025
FAC filed: March 26, 2025
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 Kristina Arevalo ("Plaintiff"). I have personal knowledge of the facts set forth in this declaration and if called as a witness, I could and would testify competently to them under oath.

2. This declaration is submitted in support of Plaintiff's Motion for Approval of PAGA Settlement. Plaintiff seeks approval of a PAGA Settlement Agreement (the "Settlement") entered into with Defendant Vista Ford, Inc. ("Defendant") (collectively, Plaintiff and Defendant are the "Parties"). A true and correct copy of the fully executed Settlement is attached hereto as **Exhibit 1**.

3. 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 current and former non-exempt or hourly paid employees who worked for Defendant in California during the PAGA Period ("Aggrieved Employees"). (Settlement, 1.4.) For purposes of settlement, the "PAGA Period" is January 19, 2024, through July 28, 2026. (*Id.* at 1.19.)

CASE BACKGROUND AND PROCEDURAL HISTORY

4. Defendant operates Ford and Lincoln automobile dealerships in California. Plaintiff is a former non-exempt, hourly-paid employee of Defendant. Plaintiff contends she and her coworkers were subjected to the same or similar unlawful labor practices during their employment by Defendant, including the failure to pay all wages.

5. Plaintiff's claims for unpaid wages stem from allegations of Defendant's failure to pay employees all minimum and overtime wages owed, including due to Defendant's failure to compensate employees for off-the-clock work, and Defendant's failure to incorporate all remunerations into the regular rate of pay. Plaintiff alleges that employees were required to perform work off the clock, including arriving early to log into an outdated timekeeping system and communicating by personal cellular telephone while off the clock. Plaintiff's meal and rest period claims are based on allegations that, due to

the nature of their work and Defendant's employment practices, employees regularly experienced missed, untimely, or interrupted breaks, and that Defendant failed to provide all premiums for non-compliant meal and rest breaks. Plaintiff also alleges that Defendant failed to reimburse employees for all reasonable and necessary business expenses incurred, including expenses incurred for the use of employees' personal cellphones for work purposes. Plaintiff further alleges that employees did not receive all wages owed at the time of termination nor accurate itemized wage statements due to Defendant's failure to pay all wages and premiums. Accordingly, Plaintiff alleges Defendant is liable for civil penalties under PAGA.

6. Because of the foregoing alleged violations of the Labor Code, Plaintiff filed a Class Action Complaint on February 7, 2025, in the Los Angeles County Superior Court, Case No. 25STCV03713, alleging that Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest breaks, (5) failed to indemnify necessary business expenses, (6) failed to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business practices.

7. Pursuant to PAGA, on January 19, 2025, Plaintiff submitted notice of the alleged Labor Code violations to the California Labor and Workforce Development Agency (the "LWDA"), with certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff's PAGA Notice is attached hereto as **Exhibit 2**. The administrative exhaustion period under PAGA expired without the LWDA indicating any intent to investigate the allegations. On March 26, 2025, Plaintiff filed a First Amended Class Action Complaint to allege a ninth cause of action for civil penalties under PAGA. Plaintiff subsequently submitted a copy of the First Amended Class Action Complaint to the LWDA. Accordingly, Plaintiff is duly authorized to act as a private attorney general with respect to the PAGA claims involved in this action.

8. After this action was filed, Defendant produced an arbitration agreement between Defendant and Plaintiff containing a class action waiver. Therefore, the Parties stipulated to arbitrate Plaintiff's individual claims, dismiss the class claims without prejudice, and stay the remaining Action, including the representative PAGA claim, pending completion of arbitration. The Court entered an order granting

the dismissal of the class allegations and compelling Plaintiff's individual claims to binding arbitration before JAMS. To date, the LWDA has not sought to intervene in this action.

9. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Defendant argues all employees were properly paid for all hours worked and that it did not require or permit employees to work off-the-clock. 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 all their code-compliant meal and rest breaks and that missed breaks, if any, were solely the result of employees' voluntary choice. As for the unreimbursed business expenses, Defendant maintains it did not require employees to incur any business-related expenses. 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

10. The Parties agreed to resolve the representative PAGA claims and engaged in an informal discovery exchange prior to negotiations. Defendant provided sufficient information, which enabled Plaintiff's Counsel to meaningfully investigate Plaintiff's allegations and assess the value of the PAGA claims. Specifically, Defendant produced statistical data regarding the Aggrieved Employees, including

records of Defendant's written policies and procedures on meal breaks, rest breaks, and overtime compensation, the number of pay periods in the PAGA Period, and the total number of Aggrieved Employees. (Settlement, ¶ 2.4.)

11. Prior to negotiations, Plaintiff's Counsel reviewed and analyzed all the information that Defendant produced, in conjunction with information provided by Plaintiff. 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, Plaintiff and her Counsel's familiarity with the facts of the case and the legal issues involved allowed them to act intelligently in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

12. After Plaintiff's individual claims were compelled to arbitration before JAMS, the Parties agreed to resolve the representative PAGA claims through arm's-length negotiations without a mediator. Although conducted in a professional manner, the negotiations were adversarial. Both sides were willing to explore the potential for a settlement of the dispute, but they were also prepared to litigate their position through trial and appeal if a settlement had not been reached. Negotiations were protracted, with extended discussions and instances in which it appeared the Parties would not reach a resolution. Following a full discussion of the strengths and weaknesses of the claims and defenses, the Parties ultimately reached a resolution, the material terms of which are encompassed within the Settlement at issue.

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

14. In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the proposed Settlement is being submitted to the LWDA concurrently with the filing of this motion. A true

and correct copy of the LWDA's confirmation of receipt is attached as **Exhibit 3**. To date, the LWDA has not indicated any objection to the Settlement.

KEY TERMS OF SETTLEMENT

15. Gross Settlement Amount, Funding, Disbursement, and Uncashed Checks. The Gross Settlement Amount ("GSA") is a non-reversionary $80,000.00. (Settlement, ¶¶ 1.10, 3.1.) None of the GSA will revert to Defendant. (*Id.* at ¶ 3.1.) Defendant shall fully fund the GSA by transmitting the funds to the Administrator no later than 30 days after the Court issues an Approval Order granting approval of the PAGA Settlement. (*Id.* at ¶ 4.3.) Within 14 days after Defendant funds the GSA, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees and Expenses Payments. (*Id.* at ¶ 4.4.) The face of each check for an Individual PAGA Payment shall state a void date not less than 180 days after the date of mailing. (*Id.* at ¶ 4.4.1.) For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. (*Id.* at ¶ 4.4.3.)

16. Escalator Clause. The GSA was negotiated based on Defendant's estimate that, at the time of settlement, there were 129 Aggrieved Employees who worked a total of 3,598 PAGA Pay Periods. (*Id.* at ¶¶ 4.1, 8.) The Settlement includes an Escalator Clause whereby, if the actual number of PAGA Pay Periods increases by more than ten percent (that is, more than 3,958 PAGA Pay Periods), the settlement amount will be increased proportionately. (*Id.* at ¶ 8.) In the event the Escalator Clause is triggered, Defendant has the option to either (i) increase the GSA on a pro rata basis equal to the percentage increase above ten percent, or (ii) shorten the PAGA Period to an earlier date at which only the represented number of PAGA Pay Periods plus ten percent are covered. (*Id.*)

17. PAGA Counsel Fees and Litigation Expenses. The Settlement includes a PAGA Counsel Fees Payment in an amount not to exceed 33% of the GSA, currently estimated to be $26,664.00, plus reimbursement for out-of-pocket litigation expenses not to exceed $15,000.00, payable to Plaintiff's Counsel from the GSA. (*Id.* at ¶ 3.2.1.) In the event actual costs are less, and/or the amount of fees and

costs approved by the Court is less than the amounts requested, the difference will be allocated to the Net Settlement Amount. (*Id.*) Moon Law Group, P.C. has incurred $2,276.90 in litigation costs. The costs include an initial mediation fee of $411.96 as the Parties originally contemplated a mediation with JAMS. However, the Parties ultimately decided to engage in private negotiations in lieu of mediation to preserve costs and provide for greater PAGA Penalties to Aggrieved Employees and the LWDA. Though mediation did not occur, Plaintiff's Counsel still incurred the $411.96 cost as part of the litigation of this action. A true and correct copy of a report showing these costs is attached as **Exhibit 4**.

18. Administration Costs. The Settlement provides an Administration Expenses Payment to the Settlement Administrator, payable from the GSA, in an amount not to exceed $4,250.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.2.) In the event the amount of actual administration costs is less, and/or the amount approved by the Court is less than requested, the Administrator will retain the remainder in the Net Settlement Amount. (*Id.*) The Parties jointly selected ILYM Group, Inc. ("ILYM") as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.2, 7.1.) A true and correct copy of ILYM's estimated costs of $4,250.00 is attached as **Exhibit 5**. ILYM's qualifications and costs are described in the concurrently filed Declaration of Lisa Mullins.

19. Net Settlement Amount. The Net Settlement Amount is the GSA less the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment, in the amounts approved by the Court. (*Id.* at 1.15.) Based on the amounts allocated under the Settlement and the actual costs requested by Moon Law Group, P.C., the PAGA Penalties are $46,809.10, which will be distributed 65% (i.e., $30,425.92) to the LWDA and 35% (i.e., $16,383.18) to Aggrieved Employees pursuant to PAGA law governing Plaintiff's claims. (*Id.* at ¶ 3.2.2.) The PAGA Penalties are *greater* than as provided for in the Settlement because Plaintiff's Counsel are requesting less than the maximum allocated for costs under the Settlement. To the extent the Court approves any of the above payments in amounts less than requested, the difference will be allocated to the Net Settlement Amount and distributed as additional PAGA Penalties. (*Id.* at 3.2.1, 3.2.2.)

20. Individual PAGA Payments. Each Aggrieved Employee will be entitled to his or her pro rata amount from the 35% share of PAGA Penalties that is directly proportional to the number of PAGA

Pay Periods worked in the PAGA Period, without having to submit any claim form. (*Id.* at ¶¶ 1.11, 3.2.2.1.) This results in an average Individual PAGA Payment of approximately $127.00 for each of the estimated 129 Aggrieved Employees ($16,383.18 / 129), and a PAGA Pay Period value of approximately $4.55 for each of the 3,598 estimated PAGA Pay Periods ($16,383.18 / 3,598). Individual PAGA Payments will be allocated to 100% penalties for tax purposes and reported on IRS 1099 Forms. (*Id.* at ¶ 3.2.2.2.)

21. Releases of Claims. 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 and the PAGA Notice, including, but not limited to Labor Code sections, 200, 201-203, 204, 210, 226, 226.7, 227.3,510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and 2699, and the applicable IWC Wage Orders. (*Id.* at ¶ 5.2.) The "Released Parties" means Defendant and any past and present owners, officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, insurers, consultants, and their respective successors (including Westward go! Galpin, LLC, Galpin Motors, Inc., their owners, officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, insurers, consultants, and their respective successors and any and all its affiliated or related entities) and predecessors in interest, subsidiaries, affiliates, and parents and attorneys. (*Id.* at ¶ 1.26.)

22. No Related Cases. To the best of my knowledge, there is no other pending litigation involving similar claims against Defendant that may be impacted by approval of the Settlement at issue, nor has Defendant pointed to any. The Parties, PAGA Counsel, and Defense Counsel have represented that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. (Settlement, ¶ 2.5.) I have come to this conclusion after a reasonable inquiry and review of the LWDA's PAGA Case Search website, this Court's case search website, and other information reasonably available online.

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THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

23. There can be no doubt that this Settlement is the result of vigorous, adversarial, non-collusive, and arm's-length negotiations between the Parties. Based on Plaintiff's Counsel's analysis of the arguments and information provided by Defendant, and on information from Plaintiff, Plaintiff's Counsel evaluated Defendant's maximum and risk-adjusted potential exposure in preparation for negotiations. Although Plaintiff's Counsel's analysis revealed that certain claims were supported, the identifiable violations were limited, and the off-the-clock work, rest period, and expense reimbursement claims, and the derivative penalties for those claims, are predominantly testimony based. In other words, Plaintiff's analysis revealed that certain claims were not as strong as originally believed.

24. Because Defendant did not require employees to record rest periods, there are no records to establish the rest period claim on the merits. Additionally, there are no records to establish the off-the-clock work claim and the reimbursement claim on the merits. Rather, proof of these claims would need to be supported by declarations from Aggrieved Employees regarding missed rest periods, off-the-clock work, and reimbursements, as the records themselves cannot demonstrate what breaks were missed, when, and why, what business expenses were incurred, and they cannot demonstrate the time, if any, Aggrieved Employees spent working off the clock.

25. Indeed, the maximum exposure figures that were calculated for negotiations were based on assumed high violation rates that would not likely be demonstrated at trial, as they assume either the participation of all Aggrieved Employees, or alternatively, the use of surveys or statistical data as a surrogate (which would still require the participation of a majority of Aggrieved Employees to establish a sound representation of all non-exempt employees). The reality is that many, if not all, employees would be unwilling to participate due to fear of retaliation. However, even assuming those employees would be willing to participate, obtaining such declarations would potentially reveal that each Aggrieved Employee had a different experience. The individualized nature of their employment experience and the numerosity of employees affected present significant risk with manageability and proof on the merits.

26. The likelihood that Defendant could assert viable legal defenses would likely further

reduce its overall exposure. For example, the individualized and testimony-intensive nature of the claims could bar manageability of this representative action or otherwise significantly reduce Defendant's overall liability.

27. Further, a claim-by-claim penalty calculation is overly optimistic as it presumes Plaintiff would be able to stack the penalties, although penalty stacking is not expressly permitted by PAGA. Rather, without either (i) a prior finding by the LWDA or a court within the past five years that 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 to 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, regular rate wages, or for off-the-clock work 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. Moreover, awarding the full penalties amount would likely raise Due Process concerns.

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

29. Based on the foregoing, Plaintiff's Counsel believe it is more reasonable to assess penalties on a $100.00 civil penalty per pay period basis pursuant to Labor Code § 2699(f)(2)(A) for each of the estimated 3,598 pay periods at issue, as opposed to a claim-by-claim approach. Accordingly, Plaintiff's Counsel estimate Defendant's maximum PAGA exposure to be $359,800.00 ($100.00 x 3,598). However, based on the discovery, Defendant's arguments during negotiations and continued settlement discussions, an understanding that the claims are heavily dependent on the unlikely participation by Aggrieved Employees and their varying employment experience, and other important considerations discussed above, it is reasonable to assume a violation occurred in at most one-fourth of all pay periods, which results in a realistic (*risk-adjusted*) exposure of $89,950.00 ($359,800.00 / 4). As a result, the GSA of $80,000.00 represents approximately 89% of the realistic exposure ($80,000.00 / $89,950.00).

30. 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 GSA of $80,000.00 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; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408-09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic range of outcomes of the litigation"].)

31. The $80,000.00 GSA amounts to "genuine and meaningful" relief. This is an excellent result, particularly because, under the Settlement, Aggrieved Employees and the LWDA will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything at all.

32. The Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation, Defendant has had to hire legal counsel, engage in informal discovery, and participate in negotiations. Assuming approval is granted, Defendant will also have to pay civil penalties pursuant to PAGA. Not including its own attorneys' fees and costs, Defendant will pay at least $80,000.00 to resolve this matter, of which $46,809.10 is allocated toward PAGA Penalties and will be distributed as 65% to the LWDA and 35% to Aggrieved Employees, in compliance with PAGA law governing the claims in this Action. (*See* Settlement, 3.2.2.) This amount represents about 52% of the realistic exposure for the claims ($46,809.10 / $89,950.00), as discussed above.

33. Plaintiff's Counsel have conducted a thorough investigation into the facts of the allegations. Based on discovery and on their own independent investigation and evaluation, Plaintiff's Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses that could be asserted by Defendant on the merits, Plaintiff's Counsel respectfully submit that the Settlement is in the best interests of the Aggrieved Employees and the State of California.

34. Although Plaintiff's Counsel believe there is merit to Plaintiff's allegations, they also acknowledge a legitimate controversy exists as to each allegation. Plaintiff's Counsel also recognize that proving the amounts of penalties owed to each Aggrieved Employee would be an expensive, time-consuming, and uncertain proposition.

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

36. While Plaintiff's Counsel believe there would be no persuasive grounds to reduce penalties, they recognize that the Court could determine otherwise and significantly reduce any award of penalties. This wide range of potential recovery and additional delays and risks of trial provide justification to settle for a reasonable amount of recovery at this point in the litigation. In all, based on the investigation and analysis of the claims in preparation for negotiations, the maximum exposure did not comport with the realistic exposure that Defendant faced, as discussed above.

37. Plaintiff's Counsel took into account the risk of not being able to proceed on a representative basis at all due to the potential manageability issues, the risk of not prevailing at trial, and the risk that even if Plaintiff prevailed at trial, the penalties would be limited due to the largely discretionary nature of awarding PAGA penalties. The provisions of the Labor Code triggering PAGA penalties in this case include Labor Code sections 203, 210, 226, 558, 1174.5, 1197.1, and 2802. However, PAGA penalties are not mandatory, but rather, permissive. (Lab. Code § 2699(e)(2).) Accordingly, it is entirely possible that even if Plaintiff would be successful at trial, assuming she is first able to win on the merits at arbitration and then defeat the manageability issues presented by the number of Aggrieved Employees in this action, Plaintiff may still be awarded substantially less than what was obtained through the Settlement.

38. The Settlement avoids the significant risks, burdens, and the accompanying expense of further litigation. Though the Parties have engaged in a significant amount of investigation and informal

discovery, they have not conducted extensive formal discovery procedures. Moreover, Plaintiff would have to proceed with arbitration of her individual claims and win on the merits before the representative PAGA claims could be adjudicated. Preparation for trial and the prospect of appeals in the wake of any dispositive ruling would remain for the Parties. As a result, the Parties would incur considerably more attorneys' fees and costs through trial, a lengthy and uncertain process that could result in recovering less than was settled for.

MY EXPERIENCE AND QUALIFICATIONS

39. 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.

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

41. 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.

42. My current billing rate is $950.00 per hour, which is my usual hourly rate for wage and hour litigations. A $950.00 per hour rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix, http://www.laffeymatrix.com/see.html, [last visited June 5, 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 Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912, 921 (N.D. Cal. 2005).) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (*See,*

e.g., id. [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at 921-22.) Using the same method here and based on Class Counsel's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach Judiciary Plan and the Washington-Baltimore-Arlington Judiciary Plan are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 17+ years of experience, my Laffey Matrix rate with a 2.53% adjustment is $971.98 per hour ($948 Laffey Matrix rate + (2.53% x $948)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

43. I am experienced in prosecuting and defending employment matters, particularly class actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage and hour class action lawsuits pending in various California counties, 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);

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. BC644129) (class size approx. 2,100; co-counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

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

46. Mr. Feghali's current billing rate is $900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's 12 years of experience, his Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of $900.00 per hour is reasonable.

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

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

b. Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was granted in part.

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

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

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

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

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

argued that the individual defendant, who was alleged to have harassed the plaintiff under FEHA, was a proper defendant.

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

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

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

Inc. (No. CIV2102081) ($1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P*. (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) ($750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) ($1,250,000).

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LILIT TER-ASTVATSATRYRAN'S EXPERIENCE AND QUALIFICATIONS

49. 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.

50. Ms. Ter-Astvatsatryan received her Juris Doctor 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.

51. 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.

52. Ms. Ter-Astvatsatryan's billing rate is $850.00 per hour, which is her usual hourly rate in wage and hour litigations. Based on Ms. Ter-Astvatsatryan's nearly nine years of experience, her Laffey Matrix rate with a 2.53% adjustment is $924.82 per hour ($902 Laffey Matrix rate + (2.53% x $902)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Ter-Astvatsatryan's billing rate of $850.00 per hour is reasonable.

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

a. *Macario Gonzalez v. Metcon TI, Inc*., Alameda Superior Court, Case No. RG19015589 [after class certification motion was filed, the parties attended mediation and ultimately resolved the matter on a class wide basis];

b. *Miguel Angel Lopez Cuadras v. R.C. Wendt Painting, Inc*., Los Angeles Superior Court, Case No. BC705964 [after class certification motion was entirely briefed, the parties attended mediation and ultimately resolved the matter on class wide basis]; and

c. *Noe Armendariz v. Kinkisharyo International, LLC*, United States District Court, Central District of California, Case No. 2:19-cv-08757-JAK-KS [motion for class certification filed, decision pending].

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

a. *Ana Rose De Jesus, et al. v. Philippine National Bank, et al*, Los Angeles Superior Court, Case No. BC673024;

b. *Andres De La Riva Sotelo v. Belfor USA Group, Inc*., Los Angeles Superior Court, Case No. BC688895;

c. *Carlos Vertti v. Bagcraft Papercon III, LLC, et al*., Los Angeles Superior Court, Case No. 19STCV12729;

d. *Christopher Thurman v. Wanton Group SP, LLC, et al*, Los Angeles Superior Court, Case No. 19STCV18772;

e. *Francisca Velasco v. Paige, LLC*, Los Angeles Superior Court, Case No. 19STCV12114;

f. *Jose Montoya v. The Golden 1 Credit Union*, Sacramento Superior Court, Case No. 34-2018-00228252;

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

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

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

55. 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.

S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS

48. S. Phillip Song is a Senior Attorney at my office. He received his undergraduate degree in 2006 from the University of Houston, graduating cum laude with a Communications B.A. and minor in Accounting. Mr. Song earned his Juris Doctor degree in 2011 from the University of Houston Law Center. Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is presently admitted to practice in all state courts of California (admitted in 2019), and before all federal district courts in California.

49. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and employment law. Mr. Song has worked on numerous class action cases and representative actions that have been granted final approval, including *Paez et al. v. C&R Restaurant Group*, LP, Kern County Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc*., San Luis Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc*., Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc*., Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats (Stockton)*, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0012758; G*arcia v. Continental Intermodal Group LP dba CIG Logistics*, Kern County Superior Court, Case No. BCV-19-102776; *Tourchette adv. Finelite, Inc*., Alameda County Superior Court, Case No. RG19022885; *Touch v. Presidio Components, Inc*., Kern County Superior Court, Case No. BCV-20-101005; *Johnston v. Environmental Logistics, Inc*., Kern County Superior Court, Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste Minimization, Inc*., Kern County Superior Court, Case No. BCV-19-102248-SDS; *Priess v. Fiore Management LLC dba Canndescent*, Kern County Superior Court, Case No. BCV-20-100930; *Alcantar v. Bay Equity LLC, Marin County Superior Court*, Case No. CIV1903376; *Spier v. Gibbs International, Inc.*, Kern County Superior

Court, Case No. BCV-19-101774-DRL; *Borghi v. Goldco Direct LLC dba Goldco Precious Metals*, Ventura County Superior Court, Case No. 56-2019-00533053-CU-OE-VTA; *Williams v. Aetna, Inc., et al*., Alameda County Superior Court, Case No. RG19004083; *Singh v. Ryzen*, Alameda County Superior Court, Case No. RG19039158; *Hoshaw v. Sutherland Healthcare*, Los Angeles County Superior Court, Case No. 19STCV33165; *Hart v. Zazzle, Inc*., San Mateo County Superior, Court Case No. 20-CIV-01321; *Stacy v. Branded Group, Inc*. Kern County Superior Court, Case No. BCV-21- 100443-BCB; *Angeles v. iKrusher, Inc*., Los Angeles County Superior Court, Case No. MSC20-01312, *Zuniga v. Central Valley Concrete, Inc*., Merced County Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power Services Corp*., Merced County Superior Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A Distributors*, San Bernardino County Superior Court, Case No. CIVDS1938970; *Bandril v. Plastikon Industries*, Alameda County Superior Court, Case No. RG19038227; *Williams v. National Construction Rentals, Inc*., Alameda County Superior Court, Case No. RG20075904; *Pho v. Kruger Foods, Inc*., San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0002099; *Collins v. Mobile Medical Examination Services, LLC dba MEDXM*, Orange County Superior Court, Case No. 30-2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC, et al*., San Bernardino County Superior Court, Case No. CIVDS1915438 (Consolidated with Case No. CIVDS2023661); *Weber v. Sunrise Medical (US) LLC*, Merced County Superior Court, Case No. 20CV-01461 (Consolidated with Case No. 20CV-01707); F*lores v. Rivermaid Trading Company*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0008623; *Guzman v. Bentley Mills, Inc*., Los Angeles County Superior Court, Case No. 20PSCV00789; and *Ferrara v. South Coast Winery, Inc*., Riverside County Superior Court, Case No. CVRI2101920 (Consolidated with Case Nos. CVRI2102449 and MCC2001498).

50. Mr. Song is currently handling multiple class action and PAGA matters. Mr. Song's current billing rate is $775.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Song's 14 years of experience, his Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). (*See* Ex. 6.) As compared to the

Laffey Matrix rate and when considering his experience, Mr. Song's billing rate of $775.00 per hour is reasonable.

MORGAN SIMPSON'S EXPERIENCE AND QUALIFICATIONS

51. Morgan W. Simpson is an Associate Attorney at my office. He graduated from the University of South Carolina – Columbia in 2016 with a Bachelor of Arts in Journalism, magna cum laude. Mr. Simpson attended the University of Southern California Gould of School of Law and graduated in 2020. Mr. Simpson was admitted to the California State Bar as an attorney in June 2021. Mr. Simpson began practicing Plaintiff-side wage and hour class and representative actions in July 2024 when he joined Moon Law Group, PC. Mr. Simpson has served as a handling attorney on the following matters that successfully settled and are in the process of obtaining or have obtained preliminary or final approval: *Ocampo v. DNA Motor, Inc.*, Los Angeles County Superior Court Case No. 23STCV31444; *Gutierrez v. Allegion Access Technologies, LLC*, San Bernardino County Case No. CIVSB2406590; *Gutierrez v. Patton Sales Corp.*, Los Angeles County Case No. 24STCV16019; *Stamm v. Pacific Clay Products, Inc., et al.*, Los Angeles County Case No. 24STCV04369; *Velo v. Chicken Choice, Inc.*, Santa Clara County Case No. 24CV441906; *Calderon v. B-Per Electronic, Inc.*, Orange County Case No. 30-2024-01409795-CU-OE-CXC.

52. Mr. Simpson's current billing rate is $600.00 per hour. Based on Mr. Simpson's 5 years of experience, his Laffey Matrix rate with a 2.53% adjustment is $640.81 per hour ($625 Laffey Matrix rate + (2.53% x $625)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Simpson's billing rate of $600.00 per hour is reasonable.

PAGA COUNSEL'S EXPERIENCE AND QUALIFICATIONS

49. As demonstrated by the foregoing, my office is qualified to handle this litigation because we are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval. Including myself, Moon Law Group, PC is currently comprised of approximately 35 attorneys, all of whom are actively and continuously practicing

employment litigation, representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a high level of skill, knowledge, and experience in areas of wage-and-hour class and PAGA actions, and labor and employment law generally.

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

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

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

REQUEST FOR ATTORNEY FEE AND COST AWARD

53. In line with the Settlement, my firm requests an award of attorneys' fees in an amount of 33% of the GSA (i.e., $26,664.00), plus reimbursement for actual litigation costs in the amount of $2,276.90. (*See* Settlement, ¶ 3.2.1.)

54. The requested PAGA Counsel Fees Payment can be justified under either the common fund or lodestar method. However, we base the requested award on the common fund method.

Nonetheless, the lodestar method can be used to cross-check the reasonableness of the award calculated under the common fund method.

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

Attorney	Rate	Hours	Lodestar
Kane Moon	$950.00	12.4	$11,780.00
Allen Feghali	$900.00	6.1	$5,490.00
Lilit Ter-Astvatsatryan	$850.00	17.2	$14,620.00
S. Phillip Song	$775.00	9.3	$7,207.50
Morgan Simpson	$600.00	18.5	$11,100.00
	Total:	**63.5**	**$50,197.50**

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

57. "California case law permits fee awards in the absence of detailed time sheets." (*Wershba v. Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 255.) The Court "should defer to the winning lawyer's professional judgment as to how much time he was required to spend on the case." (*Moreno v. City of Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112.) We can provide complete, detailed billing records in the event the Court requests them, but would request the opportunity to redact attorney-client privileged information and any other privileged information. As discussed below, application of a positive multiplier is warranted, ***but not requested***, in this case. The multiplier in this case is 0.53 ($26,664.00 fee request / $50,197.50 lodestar).

58. The lodestar method requires the Court to determine a "touchstone" or lodestar figure based on a compilation of time spent and reasonable hourly compensation for each attorney. (*Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579.) Generally, hours are reasonable if they were "reasonably expended in pursuit of the ultimate result achieved in the same manner that an attorney traditionally is compensated by a fee-paying client." (*Hensley v. Eckerhart* (1983) 461 U.S. 424, 431.) The attorneys at Moon Law Group, PC are experienced litigators who specialize in employment law, with a substantial wage-and-hour class action practice. "[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.) 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.)

59. Once the lodestar figure has been determined, the Court may take into account "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 v. Moses* (2001) 24 Cal.4th 1122, 1132-33.) "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." (*Id.* at p. 1133.) 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.) 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.) PAGA provides that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs." (Lab. Code § 2699(k)(1).)

60. Here, my office bore the substantial risk of an uncertain outcome in agreeing to prosecute this PAGA action on a contingency fee basis, as well as the difficulties and delay inherent in such litigation. Before eventually agreeing to a settlement, Defendant asserted a vigorous defense and challenged Plaintiff's ability to litigate her individual and class action claims, compelling her individual claims to arbitration. Even if Plaintiff prevailed on the representative PAGA claims at trial, assuming she was first successful at arbitration, Defendant would likely have mounted an appeal. There were also other meritorious cases presented to my office that were declined during the pendency of this action in order to devote the attention necessary to achieve favorable results. The result obtained for the Aggrieved Employees and the LWDA, considered against the risks posed by continued litigation and the importance of the employment rights at issue, represents a very strong result.

61. Because most individuals cannot afford to pay for legal representation on an hourly basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency fee basis, including Plaintiff in this action. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or our clients' cases are successfully settled. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in employment disputes.

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

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

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

c. Preparation and submission of Plaintiff's PAGA Notice;

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

e. Extensive meet-and-confer discussions with Defendant's counsel regarding the arbitration agreement and the impact on Plaintiff's class action claims;

f. Informal discovery activity and analysis of Defendant's informal discovery production;

g. Attendance and active participation in settlement negotiations;

h. Drafting, negotiating, and reviewing multiple drafts of the Settlement and its attachments;

i. Preparation and submission of the instant motion for settlement approval and accompanying filings;

j. Anticipated preparation for and attendance at the hearing on the motion for approval, monitoring approval of the Settlement and requested awards, and overseeing the administration process and distribution of funds; and

k. Communications with Plaintiff throughout the case.

63. As of the drafting of this motion, my office has incurred $2,276.90 in expenses litigating this action without any reimbursement. These expenses were reasonably necessary to the litigation and were actually incurred by my office. We anticipate incurring additional costs up to and after Settlement approval, including filing costs for the approval motion and any notice of entry of approval order and judgment. However, at this time, we are only requesting reimbursement of our to-date costs. Because our costs are below the maximum allocation ($15,000.00) under the Settlement, the difference will revert to PAGA Penalties. (Settlement, ¶ 3.2.1.) I respectfully submit that our reimbursement request is fair and reasonable.

64. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has been reached that includes a non-reversionary payment by Defendant of at least $80,000.00 to compensate Aggrieved Employees for Defendant's alleged employment practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in this action would have gone completely unremedied.

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

_____

Kane Moon