

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
Enzo Nabiev (SBN 332118)
E-mail: enabiev@moonlawgroup.com
Michael E. Braud (SBN 345573)
E-mail: mbraud@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Jacqueline Trujillo

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JACQUELINE TRUJILLO, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

THE ORIGINAL FISH TACO, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants

Case No.: CIVSB2509470

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 Plaintiff, (3) the Declaration of
Sean Hartranft, (4) [Proposed] PAGA Approval
Order, and (5) [Proposed] Judgment]

PAGA APPROVAL HEARING:

Date: November 19, 2026

Time: 8:30 a.m.

Dept.: S32

Judge: Hon. Wilfred J. Schneider, Jr.

Action filed: April 4, 2025

FAC filed: June 6, 2025

Trial date: Not set

1 uncompensated work before clocking in, after clocking out for meal periods, and after clocking out for
2 the day, and by failing to incorporate all forms of remuneration into the regular rate of pay. Plaintiff's
3 meal and rest period claims are based on allegations that Defendant maintained facially noncompliant
4 written meal and rest break policies, regularly interrupted employees' breaks to require them to work,
5 and failed to pay all required premiums. Plaintiff also alleges that Defendant failed to reimburse
6 employees for all reasonable and necessary business expenses incurred, including expenses incurred for
7 the use of their personal cellphone and for laundering work uniforms. Plaintiff further alleges that she
8 and other employees did not receive all wages owed at the time of termination or accurate itemized wage
9 statements due to Defendant's failure to pay all wages and premiums. Accordingly, Plaintiff alleges
10 Defendant is liable for civil penalties under PAGA.

11 6. Because of the foregoing alleged violations of the Labor Code, Plaintiff filed a Class Action
12 Complaint on April 4, 2025, alleging Defendant systematically: (1) failed to pay minimum wages, (2)
13 failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit
14 rest breaks, (5) failed to indemnify necessary business expenses, (6) failed to timely pay final wages at
15 termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business
16 practices.

17 7. Pursuant to PAGA, on April 2, 2025, Plaintiff submitted notice of the alleged Labor Code
18 violations to the California Labor and Workforce Development Agency (the "LWDA"), with certified
19 mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff's PAGA
20 Notice is attached hereto as **Exhibit 2**. The administrative exhaustion period under PAGA expired
21 without the LWDA indicating any intent to investigate the allegations. On June 6, 2025, Plaintiff filed a
22 First Amended Class Action and Representative Action Complaint to allege a ninth cause of action for
23 civil penalties under PAGA. Accordingly, Plaintiff is duly authorized to act as a private attorney general
24 with respect to the PAGA claims involved in this action.

25 8. In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently submitted to the
26 LWDA a file-stamped copy of the First Amended Complaint containing the Court-assigned case number.
27 To date, the LWDA has not sought to intervene in this action.
28

1 9. After this action was filed, Defendant produced an arbitration agreement between Defendant
2 and Plaintiff containing a class action waiver. The Parties thereafter stipulated to dismiss the class claims,
3 compel Plaintiff's individual wage claims and the individual portion of her PAGA claim to arbitration,
4 and stay the non-individual portion of her PAGA claim. On June 23, 2025, the Court granted the Parties'
5 stipulation. Thereafter, the Parties agreed to attend a private mediation to resolve Plaintiff's
6 representative PAGA claims.

7 10. Defendant ardently opposes the merits of this case and denies Plaintiff's factual
8 allegations. Defendant argues that all employees were properly paid for all hours worked and that its
9 written timekeeping policies prohibited employees from working off-the-clock and required them to
10 accurately record all time worked. As for the regular rate claim, Defendant argues that the additional
11 remuneration identified by Plaintiff constituted discretionary bonuses and therefore was not required to
12 be incorporated into the regular rate of pay. Defendant maintains that all employees were provided with
13 the opportunity to take code-compliant meal and rest breaks and that any missed breaks were solely the
14 result of employees' voluntary choices. As for the unreimbursed business expenses, Defendant maintains
15 that it did not require employees to use their personal cellular phones or incur separately reimbursable
16 uniform-laundrying expenses. To the extent employees received allegedly inaccurate wage statements,
17 Defendant argues that penalties are not warranted because employees suffered no actual damage or harm
18 as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12–05860 CRB,
19 2013 WL 622032, at *10 [“A plaintiff must adequately plead an injury arising from an employer's failure
20 to provide full and accurate wage statements, and the omission of the required information alone is not
21 sufficient.”].) Additionally, Defendant alleges that its good-faith belief that it paid all wages precludes
22 the imposition of waiting time penalties because Plaintiff would be unable to show that Defendant's
23 alleged conduct was willful or knowing. (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012)
24 No. ED CV 11–298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendant claims that it
25 did not engage in any unfair business practices and denies liability under PAGA. Defendant also
26 maintains that the claims are not susceptible to proof on a representative basis because of the
27 individualized and varying nature of each employee's experience, making this matter unmanageable.

28 ///

1 DISCOVERY AND INVESTIGATION

2 11. Before initiating arbitration of Plaintiff's individual claims, the Parties agreed to mediate the
3 representative PAGA claims. The Parties engaged in an informal discovery exchange prior to mediation.
4 Defendant provided information and documents that enabled PAGA Counsel to meaningfully investigate
5 Plaintiff's allegations and assess the value of the PAGA claims. Specifically, Defendant produced
6 Plaintiff's personnel file and her time and payroll records, documents regarding Defendant's written
7 policies and practices in effect during the relevant period, and representative time and corresponding
8 payroll records for approximately 20% of all Aggrieved Employees.

9 12. Prior to mediation, PAGA Counsel reviewed and analyzed all the information Defendant
10 produced, including the time and payroll records and Defendant's written policies, in conjunction with
11 information provided by Plaintiff. PAGA Counsel retained an expert to analyze the time and payroll
12 records and prepare a damages analysis before mediation. The timekeeping records contained 61,771
13 shifts actually worked, representing approximately 20% of the estimated Aggrieved Employees, which
14 allowed the expert to prepare an analysis with a high degree of certainty. Further, PAGA Counsel
15 investigated the applicable law regarding the claims and defenses asserted in this action. Accordingly,
16 PAGA Counsel were able to evaluate the probability of success on the merits and Defendant's monetary
17 exposure. In sum, Plaintiff and her Counsel's familiarity with the facts of the case and the legal issues
18 involved allowed them to act intelligently in negotiating the Settlement.

19 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

20 13. On May 7, 2026, the Parties participated in a full day of private mediation facilitated by
21 Lynn Frank, Esq., an experienced PAGA action mediator. The negotiations were at arm's length and
22 although conducted in a professional manner, were adversarial. Both sides went into the mediation
23 willing to explore the potential for a settlement of the dispute, but they were also prepared to litigate their
24 position through trial and appeal if a settlement had not been reached. Negotiations were protracted, with
25 extended discussions and instances in which it appeared the Parties would not reach a resolution.
26 Following a full discussion of the strengths and weaknesses of the claims and defenses, the Parties
27 ultimately reached a resolution, the material terms of which are encompassed within the Settlement at
28 issue.

14. 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.

15. In compliance with Labor Code section 2699(s)(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's email confirming receipt thereof is attached hereto as **Exhibit 3**. To date, the LWDA has not indicated any objection to the Settlement.

KEY TERMS OF SETTLEMENT

16. Gross Settlement Amount, Funding, Disbursement, and Uncashed Checks. The Gross Settlement Amount (“GSA”) is a non-reversionary \$750,000.00. (Settlement, ¶¶ 1.13, 3.1.) Defendant will fund the GSA in two installments: a first payment of \$375,000.00 no later than twelve (12) months after full execution of the Memorandum of Understanding and a second payment of \$375,000.00 no later than six (6) months after the first payment. (*Id.* at ¶ 4.1.) Within fourteen (14) calendar days after Defendant funds each installment, the Administrator will mail the payments required under the Settlement in accordance with the Court’s Approval Order. (*Id.* at ¶ 4.2.) Individual PAGA Payment checks will remain valid for at least 180 calendar days after mailing. (*Id.* at ¶ 4.2.1.) Any checks remaining uncashed and cancelled after the void date will be transmitted to Asian Law Alliance, the *cy pres* recipient selected by the Parties, subject to Court approval. (*Id.* at ¶ 4.2.3.)

17. Escalator Clause. The GSA was negotiated based on Defendant's representation that the Aggrieved Employees worked approximately 49,886 aggregate PAGA Pay Periods during the PAGA Period. (*Id.* at ¶ 8.) If the actual number of PAGA Pay Periods exceeds 54,874.60, which is 10% more than the estimated count, Defendant may, in its sole discretion, either increase the Net Settlement Amount on a pro rata basis for the pay periods exceeding the 10% cushion or modify the end date of the PAGA Period so that the total number of PAGA Pay Periods does not exceed 54,874.60. (*Id.*)

1 18. Enhancement Award. The Settlement includes an Enhancement Award to Plaintiff of up to
2 \$10,000.00, payable from the GSA. (*Id.* at 1.12, 3.2.1.) The Enhancement Award recognizes Plaintiff's
3 service as the named plaintiff and is provided in exchange for her individual general release of claims.
4 (*Id.*) If the Court awards less than the amount requested, the unawarded amount will remain in the Net
5 Settlement Amount for distribution as PAGA Penalties to the LWDA and Aggrieved Employees. (*Id.*
6 at 1.18.)

7 19. Attorneys' Fees and Costs. The Settlement includes attorneys' fees in an amount not to
8 exceed one-third of the GSA, currently estimated to be \$250,000.00, plus reimbursement of reasonable
9 out-of-pocket litigation costs not to exceed \$30,000.00, payable to PAGA Counsel from the GSA. (*Id.* at
10 ¶ 3.2.2.) If the actual costs incurred or the fees and costs approved by the Court are less than the amounts
11 requested, the difference will remain in the Net Settlement Amount. (*Id.* at ¶ 1.18.) My firm has incurred
12 \$21,583.94 in litigation costs. A true and correct copy of a report showing these costs is attached hereto
13 as **Exhibit 4**.

14 20. Administration Costs. The Settlement provides for an Administration Expenses Payment of
15 \$11,990.00, payable from the GSA and subject to Court approval, for the Administrator's fees and
16 expenses in administering the Settlement. (*Id.* at ¶ 3.2.3.) If the amount approved by the Court is less
17 than the amount requested, the difference will remain in the Net Settlement Amount. (*Id.* at ¶ 1.18.) The
18 Parties jointly selected APEX Class Action Administration ("APEX") as the neutral entity to administer
19 the Settlement. (*Id.* at ¶ 1.2.) A true and correct copy of APEX's bid for \$11,990.00 is attached hereto as
20 **Exhibit 5**.

21 21. Net Settlement Amount. After deducting the Enhancement Award, PAGA Counsel Fees
22 Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment from the
23 GSA in the amounts approved by the Court, the remainder will constitute the Net Settlement Amount
24 and be distributed as PAGA Penalties. (*Id.* at ¶ 1.18.) Accordingly, the Net Settlement Amount is
25 estimated to be **\$456,426.06**,¹ which will be distributed 65% (i.e., 65% * \$456,426.06= **\$296,676.94**) to
26

27 ¹ The estimated Net Settlement Amount was calculated by deducting the following maximum amounts
28 from the GSA of \$750,000.00: \$10,000.00 for the Enhancement Award, \$21,583.94 for the PAGA Counsel
Litigation Expenses Payment, \$250,000.00 for the PAGA Counsel Fees Payment, and \$11,990.00 for the

the LWDA and 35% (i.e., 35% * \$456,426.06= **\$159,749.12**) to Aggrieved Employees pursuant to PAGA law governing Plaintiff's claims.

22. Individual PAGA Payments. Each Aggrieved Employee will be entitled to a pro rata share of the Aggrieved Employees' 35% portion of the PAGA Penalties, directly proportional to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period, without having to submit a claim form. (*Id.* at ¶¶ 3.1, 3.2.4.a.) This results in an average Individual PAGA Payment of roughly **\$79.28** for each of the estimated 2,015 Aggrieved Employees (\$159,749.12 / 2,015), and a PAGA Pay Period value of **\$3.20** for each of the 49,886 estimated PAGA Pay Periods (\$159,749.12 / 49,886). Individual PAGA Payments will be treated entirely as penalties and, to the extent required by law, reported on IRS Form 1099. (*Id.* at ¶¶ 1.14, 1.25, 3.2.4.b.)

23. Releases of Claims.

(a) Release by Plaintiff: Upon approval by the Court of the Settlement and as of the Effective Date, Plaintiff releases all claims related to her employment with Defendant, including all claims alleged in the Action, and is bound by a Civil Code Section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law. This release specifically excludes claims for unemployment insurance, disability, social security, and workers' compensation (except for claims pursuant to Labor Code Sections 132a and 4553). (Settlement, ¶ 5.1)

(b) Release by the State of California and Aggrieved Employees: Upon approval by the Court of the Settlement and as of the Effective Date, Plaintiff, the State of California and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, liabilities, causes of action, and theories of liability for PAGA penalties that were pled or could have been pled based on the factual allegations contained in the PAGA Notice and Operative Complaint during the PAGA Period, and as further specified in the Settlement ("Released PAGA Claims"). (*Id.* at ¶ 5.2.)

Administration Expenses Payment. (*See* Settlement, ¶¶ 1.18, 3.2.1–3.2.3.)

1 (c) “Released Parties” means Defendant and each of its past and present divisions, affiliates,
2 affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures,
3 joint employers, assigns, and their respective shareholders, owners, officers, directors,
4 employees, agents, trustees, attorneys, managers, operators, insurers, representatives,
5 administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, and consultants.
6 (*Id.* at ¶ 1.29.)

7 24. No Related Cases. To the best of my knowledge, there is no other pending litigation
8 involving similar claims against Defendant that may be impacted by approval of the Settlement at issue,
9 nor has Defendant pointed to any. I have come to this conclusion after a reasonable inquiry and review
10 of the LWDA’s PAGA Case Search website, this Court’s case search website, and other information
11 reasonably available online.

12 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

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

24 26. Because Defendant did not require employees to record rest periods, there are no records
25 that directly establish the rest period claim on the merits. Additionally, there are no records that establish
26 the full extent of the off-the-clock work claim because such work, by its nature, would not appear in
27 Defendant’s timekeeping records. The time and payroll records likewise cannot establish whether
28 Aggrieved Employees incurred necessary business expenses for cellular phone use and laundering their

1 work uniforms. Rather, proof of these claims would require declarations from Aggrieved Employees
2 regarding missed rest periods, off-the-clock work, and unreimbursed expenses. The records themselves
3 cannot demonstrate which rest periods were missed, when or why they were missed, the amount of time
4 Aggrieved Employees spent working off-the-clock, or the expenses they incurred.

5 27. Indeed, the maximum exposure figures calculated for mediation were based on assumed high
6 violation rates that would not likely be demonstrated at trial, including an assumed 100% rest period
7 violation rate for qualifying shifts and a fixed amount of off-the-clock work per shift. Establishing these
8 assumptions would require either the participation of approximately all the Aggrieved Employees, which
9 would be difficult given the size of the group, or the use of surveys or statistical evidence as a surrogate,
10 which would still require the participation of a substantial number of Aggrieved Employees to establish
11 a reliable representative sample. The reality is that many employees may be unwilling to participate due
12 to fear of retaliation. Even assuming those employees were willing to participate, obtaining their
13 declarations could reveal that each Aggrieved Employee had a different experience. The individualized
14 nature of their employment experiences and the number of employees affected present significant risks
15 regarding representative proof and the merits of the claims.

16 28. Even as to the regular rate and meal period claims, Plaintiff's analysis found that
17 Defendant's exposure was less than initially believed. Although the time records reflected net unique
18 meal period violations in approximately 67.6% of the analyzed pay periods, the violation rate fell to
19 approximately 7.6% of shifts over six hours when meal waivers were considered. The records also
20 showed that Defendant made some meal premium payments. Defendant argues that its payment of meal
21 premiums and use of meal waivers demonstrate that it did not intentionally fail to provide Aggrieved
22 Employees with meal periods. Defendant also argues that many meal periods were taken and that, where
23 a violation appears, it resulted from an Aggrieved Employee voluntarily choosing to forgo a meal period,
24 take it after the end of the fifth hour, or end the break early and return to work. As to the regular rate
25 issue, Plaintiff's expert found that only approximately 0.2% of the analyzed pay periods included
26 overtime and additional compensation, approximately 0.05% included sick pay and additional
27 compensation, and approximately 0.04% included meal period premiums and additional compensation.
28 Accordingly, to the extent Defendant failed to incorporate additional remuneration into the regular rate

1 of pay for purposes of calculating overtime, sick pay, and meal period premiums, which Defendant
2 denies, the resulting underpayments affected a relatively small percentage of pay periods. Additionally,
3 the analysis assumes that the bonuses were non-discretionary, which Defendant disputes.

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

8 30. Further, a claim-by-claim penalty calculation is overly optimistic as it presumes Plaintiff
9 would be able to stack the penalties, although penalty stacking is not expressly permitted by PAGA.
10 Rather, without either (i) a prior finding by the LWDA or a court within the past five years that the
11 employer violated PAGA or (ii) evidence that the employer's conduct was malicious, fraudulent, or
12 oppressive, PAGA only provides for a maximum \$100 penalty for each pay period. (Lab. Code §
13 2699(f)(2)(A)–(B).) Moreover, PAGA Counsel believe it would be unrealistic to expect the Court to
14 award the full (penalty-stacked) exposure given the discretionary nature of awarding penalties and given
15 Defendant's defenses, including that any failure to pay premiums, regular rate wages, or for off-the-clock
16 work was not knowingly or willfully done, and additionally, to the extent employees received wage
17 statements that were allegedly inaccurate, employees suffered no actual resulting damage or harm.
18 Moreover, awarding the full penalties amount would likely raise Due Process concerns.

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

21 32. Based on the foregoing, PAGA Counsel believe it is more reasonable to assess penalties on
22 a \$100.00 civil penalty per pay period basis pursuant to Labor Code § 2699(f)(2)(A) for each of the
23 estimated 49,886 pay periods at issue, as opposed to a claim-by-claim approach. Accordingly, PAGA
24 Counsel estimate Defendant's maximum PAGA exposure to be **\$4,988,600.00** (\$100.00 x 49,886).
25 However, based on the discovery, Defendant's arguments at mediation and continued settlement
26 discussions, an understanding that the claims are heavily dependent on the unlikely participation by
27 Aggrieved Employees and their varying employment experience, and other important considerations
28 discussed above, it is reasonable to assume a violation occurred in at most one-fifth of all pay periods,

1 which results in a realistic (*risk-adjusted*) exposure of **\$997,720.00** (\$4,988,600.00 / 5). As a result, the
2 GSA of \$750,000.00 represents approximately **75%** of the realistic exposure (\$750,000.00 /
3 \$997,720.00).

4 33. The proposed Settlement therefore represents a substantial recovery when compared to the
5 reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in
6 continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it
7 is clear the GSA of \$750,000.00 is within the “ballpark” of reasonableness, and that settlement approval
8 is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133; *see Munoz v. BCI*
9 *Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar* does not require
10 “an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its
11 claims,” but instead, only an “understanding of the amount that is in controversy and the realistic range
12 of outcomes of the litigation”].)

13 34. The \$750,000.00 GSA amounts to “genuine and meaningful” relief. This is an excellent
14 result, particularly because, under the Settlement, Aggrieved Employees and the LWDA will receive
15 timely, guaranteed relief and will avoid the risk of not being able to recover anything at all.

16 35. The Settlement is a fair and reasonable resolution that satisfies PAGA’s dual statutory
17 purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with
18 genuine and meaningful relief, on the other. As a result of this litigation, Defendant has had to hire legal
19 counsel, engage in employee-wide discovery, and participate in mediation. Assuming approval is
20 granted, Defendant will also have to pay civil penalties pursuant to PAGA. Not including its own
21 attorneys’ fees and costs, Defendant will pay \$750,000.00 to resolve this matter—of which
22 approximately \$456,426.06 is allocated toward PAGA Penalties and will be distributed as 65% to the
23 LWDA and 35% to Aggrieved Employees, in compliance with PAGA law governing the claims in this
24 Action. (*See Settlement*, ¶ 3.2.4.) This amount represents roughly **46%** of the realistic exposure for the
25 claims (\$456,426.06 / \$997,720.00), as discussed above. Additionally, the release obtained under the
26 Settlement does not preclude Aggrieved Employees from pursuing any individual, non-PAGA claims
27 they may have against Defendant or the other Released Parties. (*See id.* at ¶¶ 5.2–5.3.)

28 36. PAGA Counsel have conducted a thorough investigation into the facts of the allegations.

1 Based on discovery and on their own independent investigation and evaluation, PAGA Counsel are of
2 the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering all
3 known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that
4 could be asserted by Defendant on the merits, PAGA Counsel respectfully submit that the Settlement is
5 in the best interests of the Aggrieved Employees and the State of California.

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

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

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

21 40. PAGA Counsel took into account the risk of not being able to proceed on a representative
22 basis at all due to the potential manageability issues, the risk of not prevailing at trial, and the risk that
23 even if Plaintiff prevailed at trial, the penalties would be limited due to the largely discretionary nature
24 of awarding PAGA penalties. The provisions of the Labor Code triggering PAGA penalties in this case
25 include Labor Code sections 203, 210, 226, 1197.1, and 2802. However, PAGA penalties are not
26 mandatory, but rather, permissive. (Lab. Code § 2699(e)(2).) Accordingly, it is entirely possible that even
27 if Plaintiff would be successful at trial, assuming she is first able to win on the merits regarding her
28 individual claims at arbitration and then defeat the manageability issues presented at litigation by the

1 large number of Aggrieved Employees in this action, Plaintiff may still be awarded substantially less
2 than what was obtained through the Settlement.

3 41. The Settlement avoids the significant risks, burdens, and the accompanying expense of
4 further litigation. Though the Parties have engaged in a significant amount of investigation, informal
5 discovery, and employee data analysis, they have not completed formal discovery procedures. Moreover,
6 Plaintiff would have to proceed with arbitration of her individual claims and win on the merits before
7 proceeding with litigation of the representative PAGA claims. Preparation for trial and the prospect of
8 appeals in the wake of any summary judgment ruling would remain for the Parties. As a result, the Parties
9 would incur considerably more attorneys' fees and costs through trial, a lengthy and uncertain process
10 that could result in recovering less than was settled for.

11 THE ENHANCEMENT AWARD SHOULD BE APPROVED

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

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

27 44. In turn, Aggrieved Employees will now be reimbursed civil penalties for wage violations
28 they may have never known about or been willing to pursue on their own. If each Aggrieved Employee

1 would have tried to pursue legal remedies on their own, that would have resulted in each having to expend
2 a significant amount of their own monetary resources and time, not to mention limited judicial resources,
3 which were obviated by Plaintiff putting herself on the line on behalf of the Aggrieved Employees and
4 the LWDA. Further, prior to executing the Settlement, Plaintiff carefully reviewed the document and
5 asked questions to ensure her understanding, including as to the total recovery and releases of claims.

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

12 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

24 49. My current billing rate is \$950.00 per hour, which is my usual hourly rate for wage and hour
25 litigations. A \$950 per hour rate is reasonable considering my years of experience practicing in the highly
26 specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
27 <http://www.laffeymatrix.com/see.html>, [last visited August 26, 2026].) The Laffey Matrix is a “well-
28 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*

1 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
2 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
3 upwards based on “locality pay differentials” and the location of counsel’s office in California to
4 determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the
5 Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the
6 District of Columbia and San Francisco, California, where counsel’s office was located].) To determine
7 the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay
8 differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my
9 firm’s location in Los Angeles, California, the current locality pay differential of the Los Angeles-Long
10 Beach area is 36.47% and of the Washington-Baltimore-Arlington area is 33.94%, which results in a
11 difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA,
12 Effective January 12, 2026 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective
13 January 12, 2026.) True and correct copies of the Los Angeles-Long Beach and Washington-Baltimore-
14 Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 17+
15 years of experience, my Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey
16 Matrix rate + (2.53% x \$1,019)). (*See* Exh. 6.) Accordingly, my current billing rate of \$950 per hour is
17 reasonable.

18 50. I am experienced in prosecuting and defending employment matters, particularly class
19 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on
20 wage, hour, and working conditions violations. In addition to the present case, I am also class counsel
21 for other wage and hour class action lawsuits pending in various California counties, including in state
22 and federal courts. The following is a list of some of our recent class action settlements that have received
23 preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size
24 approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class
25 size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size
26 approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size
27 approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500;
28 co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones*

1 *v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v.*
2 *ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel);
3 *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx))
4 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that
5 case, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and
6 successful litigators. Other courts have approved the attorneys’ current rates for the Moon & Yang, APC
7 attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173;
8 lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size
9 approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC No. BC702283) (class
10 size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx.
11 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx.
12 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300;
13 lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size
14 approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260;
15 lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260;
16 lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-
17 0000865) (class size 435; lead counsel).

18 ALLEN FEGHALI’S EXPERIENCE AND QUALIFICATIONS

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

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

1 53. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual hourly rate in wage
2 and hour litigations. Based on Mr. Feghali's 12 years of experience, his Laffey Matrix rate with a 2.53%
3 adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (See Ex. 6.) As
4 compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of
5 \$900.00 per hour is reasonable.

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

- 9 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et*
10 *al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which
11 resulted in a certification order on all causes of action following contested
12 briefing in a wage and hour class action.
- 13 (b) Mr. Feghali prepared the briefing in a contested class certification motion in
14 the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790),
15 which was granted in part.
- 16 (c) Mr. Feghali prepared the briefing in a contested class certification motion in
17 the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- 18 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class
19 certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc.,*
20 *et al.* (No. 19STCV44400), which was granted, in part, and denied, in part, in
21 October 2022.
- 22 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the
23 matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV
24 20-1448 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage
25 and hour class alleging that plaintiff's claims were pre-empted by the Labor
26 Management Relations Act.
- 27 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian*
28 *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.

55. 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);

1 *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Majdoub*
2 *v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No.
3 CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-03047)
4 (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v.*
5 *Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No.
6 BC705964) (\$1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282)
7 (\$1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley*
8 *Plastering, Inc.* (No. 22CECG00591) (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507
9 class members); *Cha v. Center Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood*
10 *Med. Ctr., L.P.* (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No.
11 BC682972) (\$750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-
12 00228252) (\$1,250,000).

13 ENZO NABIEV’S EXPERIENCE AND QUALIFICATIONS

14 56. Enzo Nabiev is an associate attorney at Moon Law Group, PC. Mr. Nabiev represents
15 employees in all aspects of employment litigation, including wage and hour class action and
16 representative actions involving claims related to overtime and minimum wages, meal and rest break
17 violations, improper wage statements, the California Private Attorneys General Act and unfair business
18 practices.

19 57. Mr. Nabiev received his Bachelor of Arts in Political Science from the University of
20 California, Berkeley and his Juris Doctorate from The George Washington University Law School, where
21 he served as a member of the Federal Circuit Bar Journal. He also served as a Judicial Extern for the
22 Honorable William Nooter of the Superior Court of the District of Columbia.

23 58. Mr. Nabiev is a member in good standing with the California State Bar and in the United
24 States District Court for the Central and Northern Districts. Mr. Nabiev’s billing rate is \$750.00 per hour,
25 which is his usual hourly rate in wage and hour litigations. Based on Mr. Nabiev’s 6 years of experience,
26 his Laffey Matrix rate with a 2.53% adjustment is \$641.81 per hour (\$625 Laffey Matrix rate + (2.53%
27 x \$625)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr.
28 Nabiev’s billing rate of \$750.00 per hour is reasonable.

1 59. During his employment with Moon Law Group, PC, he has played a critical role in obtaining
2 outstanding results for employees who have been wronged by their employers. His litigation experience
3 includes, but is not limited to:

- 4 (a) In August 2025, Mr. Nabiev prepared the briefing in the matter of *Slaughter v.*
5 *Finlite, Inc.* (Alameda Case No.: 22CV018565), which resulted in a certification
6 order following contested briefing in a wage and hour class action.
- 7 (b) In March 2023, he prepared the briefing in *Aguirre JR. v. B.W Packaging*
8 *Systems. et al.*, No. 222CV04980ODWGJSX, 2023 WL 2605016 (C.D. Cal.
9 Mar. 22, 2023), which resulted in a remand order where defendant's removal was
10 based on CAFA jurisdiction.
- 11 (c) In April 2022, he fully briefed, argued, and won in the Court of Appeal in the
12 Fourth Appellate District, regarding the issue of whether a pre-dispute arbitration
13 agreement is enforceable under the Federal Arbitration Act when it includes a
14 contractual waiver of representative claims under PAGA.
- 15 (d) In February 2022, he briefed a motion for class certification in *Brown v. NTI-*
16 *CA, Inc.* (LASC No. 21STCV04397) where Defendant elected to file
17 bankruptcy.
- 18 (e) In September 2021, he fully briefed, argued, and won an Opposition to a Motion
19 for Summary Adjudication in the matter of *Dorsey v. Circa Tile & Stone, Inc.*
20 (LASC Case No: 19STCV08365) where Defendant attempted to release
21 individual claims under PAGA on behalf of each employee who executed a
22 release agreement.
- 23 (f) In May 2021, he fully briefed and won an Opposition to a Motion to Compel
24 Arbitration in the matter of *Morales v. Precision Aerospace Corp.* (Case No:
25 CIV-DS2006541) where Defendant attempted to compel individual arbitration
26 and dismiss class action claims based on Plaintiff's signed arbitration agreement
27 within an employee handbook. There, the matter was settled on a class-wide
28 basis for \$900,000.00.

(g) In December 2020, he fully briefed, argued, and won an Opposition to a Motion for Summary Judgment in the matter of *Gonzalez v. Lipscomb* (LASC Case No: 19STCV10352) where he successfully established triable issues of material facts of whether a general manager of a hotel is considered a joint employer for purposes of liability for wage & hour violations.

60. Mr. Nabiev has participated in the litigation and resolution of approximately 100 wage and hour class actions, including obtaining preliminary and final approval of settlements on the first attempt.

MICHAEL E. BRAUD'S EXPERIENCE AND QUALIFICATIONS

61. Michael Braud received a B.A. in History with a minor in Public Policy in 2016 from University of California, Berkeley, and his J.D. from University of California, Davis, Law School in 2022. Mr. Braud became an Active Member of the State Bar of California in November 2022, and he has been an Active Member in good standing continuously since November 2022.

62. For the past four years working for labor and employment firms, Mr. Braud has focused on litigation of labor and employment matters, and he has prosecuted cases on behalf of employees and defended employees against employer's potential countersuits, with a strong focus on wage and hour class action and PAGA causes of action. Mr. Braud has been heavily, successfully, and continuously involved in active litigation and trial work, and has acted as second-chair in a jury trial on behalf of an employee in a wrongful termination, retaliation, and discrimination action.

63. Mr. Braud's current billing rate is \$650.00 per hour, which is his usual hourly rate for wage and hour litigations. A \$650.00 per hour rate is reasonable considering his years of experience practicing in the highly specialized area of employment and labor law and his Laffey Matrix rate. Based on his 4 years of experience, his Laffey Matrix rate with a 2.53% adjustment is \$640.81 per hour ($\$625 \text{ Laffey Matrix rate} + (2.53\% \times \$625)$). Accordingly, his current billing rate of \$650.00 per hour is reasonable.

64. Mr. Braud is experienced in prosecuting and defending employment matters, particularly wage and hour class and PAGA actions. The firms he has worked for have mostly focused on wage, hour, and working conditions violations. In addition to the present case, he is 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 recent class action and/or PAGA settlements for which Mr. Braud

1 was the handling attorney at his prior employer that have received preliminary and/or final approval:
2 *Kasie Bey-Keys and Paris Lorenzo Woods v. BG-IC, L.L.C., et al* (LASC Case Nos. 23STCH23484
3 (Class), 23STCH28946 (PAGA)) (class size approx. 110); *Edwards v. Firecode Safety Equipment, Inc.,*
4 *et al.* (Sacramento County, Case No. 23CV001535 (PAGA-only) (PAGA size approx. 49); *Greg Enciso*
5 *v. Master Lightning Security Solutions, et al.* (San Bernardino County Case No. CIVSB2133451) (class
6 size approx. 420); *Essary v. Community Corporation of Santa Monica* (LASC Case No. 22STCV38098)
7 (PAGA size approx. 125); *Ravneet Kaur and Jessica Gonzalez v. Color Health, Inc., et al.* (San Mateo
8 County Case No. 23-CV-00420) (PAGA size approx. 347); *Christina Bateria Pada Morales v. Millbrae*
9 *Care Center, LLC, et al.* (San Mateo County Case No. 23-CIV-04710) (Class size approx. 327); *Shaloma*
10 *Smith v. Marksman Security Corporation, et al.* (Orange County Case Nos. 30-2023-01352183-CU-OE-
11 CXC (Class), 30-2023-01352183-CU-OE-CXC (PAGA)) (class size approx. 310); *Luis Villalpando et*
12 *al. v. Los Angeles Truck Service, LLC, et al.* (LASC Case Nos.: 22STCV11804 (Class), 22STCV26724
13 (PAGA)) (class size approx. 1,921); *Wayne Williams et al. v. ForTec Medical, Inc., et al.* (Alameda
14 County Case No. 22CV014116) (Class size approx. 59). In addition to aforementioned settled matters, I
15 have been the handling attorney on many other class action and/or PAGA action cases which are currently
16 proceeding through the settlement approval process, including: *Miguel Aguilar v. YHB Long Beach, LLC,*
17 *et al.* (LASC Case No. 25STCV07719) (class size approx. 160); *Leonard Keith Jr. Alfonso v. SCP*
18 *Property Management, LLC, et al.* (SFSC Case No. CGC-25-624023) (class size approx. 54); *Kevin*
19 *Liberato Campos Vargas v. California Arborist Complete Tree Care, Inc., et al.* (LASC Case Nos.
20 24STCV11469 (Class), 24STCV20153 (PAGA) (class size approx. 125); *Major Castleberry, et al. v.*
21 *Covenant Aviation Security, LLC, et al.* (SFSC Case No. 25STCV06252) (class size approx. 1670);
22 *Esperanza Coe v. Five J's Family Enterprises L.P., et al.* (Riverside County Case Nos. CVRI2402798
23 (Class), CVRI2404282 (PAGA)) (class size approx. 588); *Andrew Correa v. Evoqua Water*
24 *Technologies, LLC, et al.* (LASC Case No. 25STCV09650 (Class); USDC CDCA Case No. CV-25-
25 03956-KS (Class); LASC Case No. 25STCV17059 (PAGA)) / *Trevor Thomas v. Evoqua Water*
26 *Technologies, LLC, et al.* (LASC Case No. 25STCV28376 (PAGA) (class size approx. 262); *Crimlisk v.*
27 *Seabreeze Management Company, Inc., et al.* (SFSC Case No. CGC-24-619789 (PAGA-only)) (PAGA
28 size approx. 375); *Marcos Flores v. Edgebanding Services, Inc., et al.* (Alameda County Case No.

24CV069821) (class size approx. 55); *Rene Gonzalez v. Allied International Security, Inc., et al.* (LASC Case Nos. 24STCV09984 (Class), 24STCV20065 (PAGA)) (class size approx. 506); *Leopoldina Jackson v. Valley Presbyterian Hosp., et al.* (LASC Case No. 25STCV08667) (class size approx. 1,971); *Sungduk Lee v. DMG Mori USA, Inc. and DMG Mori Mfg. USA, Inc., et al.* (San Diego County Case No. 25CU030144C) (class size approx. 193); *Joel Machuca v. Ocha Classic Corp., et al.* (LASC Case No. 24STCV01955) (class size approx. 147); *Ruben Munoz and Jada Scott v. Children's Hospital Los Angeles, et al.* (LASC Case No. 23STCV02941 (PAGA-only) (PAGA size approx. 7,500); *Francisco Poroj Alvarez v. Samuel Hale, LLC, et al.* (Alameda County Case No. 24CV074900 (PAGA-only)) (PAGA size approx. 499); *Sarah N. Sapien, et al. v. DCH Del Norte, Inc., et al.* (LASC Case Nos. 21STCV38930 (Class), (21STCV47072 (PAGA))); (class size approx. 2,300); *Jessie Taylor Scarborough-Ghent v. Sticky Rice Highland Park, Inc., et al.* (LASC Case Nos. 24STCV05796 (Class), 24STCV15932 (PAGA)) (class size approx. 390); *Bryson L. Slaughter v. Sully's Food Stores, LLC, et al.* (Kern County Case No. BCV-25-101224) (class size approx. 559); *Sorto v. Clark Pest Control of Stockton, Inc., et al.* (Santa Clara County Case No. 24CV428713 (PAGA-only), coordinated into CLARK PEST CONTROL WAGE AND HOUR CASES, JCCP Case No. 5327) (PAGA size approx. 1,900); *Gerardo Tamayo v. Construction and Demolition Recycling, Inc., et al.* (LASC Case No. 25STCV06252) (PAGA size approx. 230); *Ernest Abraham Turay v. K.R. Wolfe, Inc., et al.* (LASC Case No. 24STCV10673 (PAGA-only) (PAGA size approx. 77); *Belem Villalpa v. Mattel Sales Corp., et al.* (San Bernardino County Case Nos. CIVSB2424849 (Class), CIVSB2502575 (PAGA)) (class size approx. 225); *Juliet Welton v. Cerna Healthcare, LLC, et al.* (Orange County Case No. 30-2024-01390734-CU-OE-CXC (Class), 30-2024-01410320-CU-OE-CXC (PAGA)) (class size approx. 1,160); *Turesa Wilcox, et al., v. Harbor UCLA Medical Center Guild, Inc., et al.* (LASC Case No. 23STCV13382 (Class); USDC CDCA Case No. 2:23-cv-02802-MCS-JC (Class); LASC Case No. 23STCV24794 (PAGA)) (class size approx. 1,300); *Charles Wilkins v. Orthopaedic Hospital, et al.* (LASC Case Nos. 24STCV03460 (Class), 24STCV10042 (PAGA)) (class size approx. 386).

PAGA COUNSEL'S EXPERIENCE AND QUALIFICATIONS

65. 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

1 representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in
2 numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion for
3 settlement approval. Including myself, Moon Law Group, PC is currently comprised of roughly 35
4 attorneys, all of whom are actively and continuously practicing employment litigation, representing
5 almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior
6 Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal
7 courts. The attorneys at my firm have a high level of skill, knowledge, and experience in areas of wage-
8 and-hour class and PAGA actions, and labor and employment law generally, the substantive (state and
9 federal) and procedural law of which is frequently evolving.

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

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

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

25 REQUEST FOR ATTORNEYS' FEES AND COSTS

26 69. In line with the Settlement, my firm requests an award of attorneys' fees in the amount of
27 one-third of the GSA (i.e., \$250,000.00), plus reimbursement of actual litigation costs in the amount of
28 \$21,583.94. (See Settlement, ¶ 3.2.2.)

1 70. The requested PAGA Counsel Fees Payment can be justified under either the common fund
2 or lodestar method. However, we base the requested award on the common fund method. Nonetheless,
3 the lodestar method can be used to cross-check the reasonableness of the award calculated under the
4 common fund method.

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

Attorney	Rate	Hours	Lodestar
Kane Moon	\$950.00	24.9	\$23,655.00
Allen Feghali	\$900.00	19.2	\$17,280.00
Enzo Nabiev	\$750.00	54.7	\$41,025.00
Michael E. Braud	\$650.00	28.3	\$18,395.00
	Total:	127.1	\$100,355.00

13 72. There are additional hours devoted to this litigation by the attorneys and legal assistants in
14 my office that are not reflected in the foregoing lodestar, including additional attorney time that will be
15 spent to obtain and monitor approval of the Settlement and requested awards, oversee the settlement
16 administration process and distribution of funds, respond to inquiries, and communicate with Plaintiff
17 regarding the case. I estimate that my office will commit *no less than* 10 hours, although likely more
18 time, to these additional tasks, which are hours not included in the foregoing lodestar total. My office
19 also bears the risk of taking whatever actions are necessary if Defendant fails to pay. At my \$950.00
20 hourly rate, these additional 10 hours results in a lodestar of **\$9,500.00**.

21 73. "California case law permits fee awards in the absence of detailed time sheets." (*Wershba v.*
22 *Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 255.) The Court "should defer to the winning lawyer's
23 professional judgment as to how much time he was required to spend on the case." (*Moreno v. City of*
24 *Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112.) We can provide complete, detailed billing records in
25 the event the Court requests them but would request the opportunity to redact attorney-client privileged
26 information and any other privileged information. As discussed below, application of a positive
27 multiplier is warranted in this case.

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

6 (a) Number of Hours Expended by My Office is Reasonable: As set forth in this declaration,
7 my office expended a significant amount of time litigating the case to achieve an excellent result
8 on behalf of the Aggrieved Employees. To date, my office has spent no less than **127.1 hours**
9 litigating this case. In the event the Court grants settlement approval, my office will spend
10 additional time related to this litigation, including to monitor administration of the settlement
11 after approval, committing no less, although likely more, than **10** hours to those additional tasks.
12 The number of hours that my office has and will devote to this case is reasonable. (*See, e.g.,*
13 *Ketchum III v. Moses* (2001) 24 Cal.4th 1122, 1133 [fee award should be fully compensatory
14 and, “absent circumstances rendering the award unjust, an attorney fee award should ordinarily
15 include compensation for *all* the hours *reasonably spent*”] [emphasis in original]; *Serrano v.*
16 *Unruh* (1982) 32 Cal. 3d 621, 624 [counsel are entitled to compensation for all hours reasonably
17 expended]; *Hensley, supra*, 461 U.S. at pp. 435–36; *Caudle v. Bristow Optical Co.* (9th Cir.
18 2000) 224 F.3d 1014, 1028; *Cabrales v. Cty. of L.A.* (9th Cir. 1991) 935 F.2d 1050, 1052–53.)
19 As discussed above, my office was required to expend considerable time and resources to
20 investigate, litigate, and successfully settle these claims for the benefit of the Aggrieved
21 Employees.

22 (b) The Attorneys’ Hourly Rates are Reasonable: “[T]he established standard when
23 determining a reasonable hourly rate is the ‘rate prevailing in the community for similar work
24 performed by attorneys of comparable skill, experience, and reputation.’” (*Camacho v.*
25 *Bridgeport Fin., Inc.* (9th Cir. 2008) 523 F.3d 973, 979 [quoting *Barjon v. Dalton* (9th Cir. 1997)
26 132 F.3d 496, 502].) This rule applies even when, as here, the attorneys representing a named
27 plaintiff perform the work on a contingent fee basis. (*See, e.g., Robertson v. Fleetwood Travel*
28 *Trailers of Cal., Inc.* (2006) 144 Cal.App.4th 785, 818; *Blanchard v. Bergeron* (1989) 489 U.S.

87, 96.) These hourly rates are reasonable in light of the significant experience, expertise, and skill my firm brought to this action. Rates are reasonable if they are “within the range of reasonable rates charged by and judicially awarded comparable attorneys for comparable work.” (*Children’s Hosp. & Med. Ctr. v. Bonta* (2002) 97 Cal.App.4th 740, 783.) The trial court may “find hourly rates reasonable based on evidence of other courts approving similar rates.” (*Parkinson v. Hyundai Motor Am.* (C.D. Cal. 2010) 796 F.Supp.2d 1160, 1172.) The attorneys at Moon Law Group, PC are experienced litigators who specialize in employment law, with a substantial wage-and-hour class action practice. The hourly rates of each attorney are also reasonable as compared to their respective Laffey Matrix rates as explained *supra*. Moreover, these rates are not opposed or challenged, and have been approved by other courts, as explained *supra*.

(c) Application of a Multiplier Is Warranted: Once this lodestar figure has been determined, the Court may take into account other “enhancement” factors to adjust the lodestar award. As the California Supreme Court has held, contingency fees should be higher than fees for the same legal services paid concurrently with the provision of the services. (*Ketchum III, supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel v. Equitable Life Assurance Soc’y of the U.S.* (9th Cir. 2002) 307 F.3d 997, 1008.) “A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases.” (*Ketchum*, 24 Cal.4th at p. 1133.) Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. (*Id.*) A risk enhancement is “earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather, it is intended to approximate market-level compensation for such services, which typically includes a premium for the risk of nonpayment or delay in payment of attorney fees.” (*Id.* at p. 1138.) **Multipliers normally range from two to four or higher.** (*Wershba, 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]

1 average multiplier of 3.89 in survey of 1,120 class action cases” and finding that a multiplier of
2 1.22 would be “per se reasonable”].) Factors considered in determining whether a lodestar
3 multiplier is appropriate generally include: (1) the risks presented by the contingent nature of
4 the case; (2) the novelty and difficulty of the questions involved and the skill requisite to perform
5 the legal service properly; (3) the nature of the opposition; (4) the preclusion of other
6 employment by the attorney due to acceptance of the case; and (5) the result obtained and the
7 importance of the lawsuit to the public. (*Serrano v. Ivy Baker Priest* (1977) 20 Cal. 3d 25, 48–
8 49 [hereinafter “*Serrano III*”].) All these factors favor approval of a multiplier along the lines
9 of those approved in the cases above. To date, my office has incurred no less than **\$100,355.00**
10 in attorneys’ lodestar fees, anticipates incurring at least another \$9,500.00 in lodestar fees, and
11 has advanced **\$21,583.94** in actual litigation costs. Thus, after reimbursement of our out-of-
12 pocket expenses, the fee request of **\$250,000.00** represents a **2.49** multiplier of the lodestar fees
13 incurred to-date in prosecuting this case.

14 1) *Risks presented by the contingent nature of the case:* The major
15 consideration in determining the necessity of a multiplier is the contingent nature of the
16 award. (*Ketchum III, supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel, supra*, 307 F.3d
17 at p. 1008.) In determining what multiplier to award, the probability of success must be
18 assessed *ex ante*, that is, as viewed from the outset of the case. (*See, e.g., Harman v.*
19 *Lyphomed, Inc.* (7th Cir. 1991) 945 F.2d 969, 976.) Further, the possibility of no recovery
20 is only one of the uncertainties involved in taking on such a case. Other uncertainties are
21 the amount that will be recovered, uncertainty as to the cost, both in effort and expenses,
22 and uncertainty about how much time will pass before the recovery is obtained. (*See,*
23 *e.g., Ketchum*, 24 Cal.4th at pp. 1132–1133, 1138.) My office’s outlay of time and
24 money in this case has been significant. In all, my office has spent *no less than* **127.1**
25 hours to date investigating, analyzing, researching, litigating, and negotiating a favorable
26 resolution of this case, in addition to *a minimum of* **10** hours that will be spent following
27 final settlement approval, including to monitor settlement administration and distribution
28 of funds, and has incurred \$21,583.94 in necessary litigation costs. Unsettled legal issues

1 also presented risks to the claims in this case. My office bore the substantial risk of an
2 uncertain outcome in agreeing to prosecute this PAGA action on a contingency fee basis,
3 as well as the difficulties and delay inherent in such litigation. There was the prospect of
4 the enormous cost inherent in PAGA representative action litigation, as well as extensive
5 negotiations with a corporate Defendant who vigorously opposed Plaintiff's claims and
6 right to pursue her individual or class action claims in state court. My office risked
7 significant time and expense to ensure a successful settlement. As detailed *supra*, the
8 risks presented in this case were significant, and Defendant's defenses posed serious
9 risks to the success of this PAGA matter on the merits, assuming we were first successful
10 at proving the merits of Plaintiff's individual claims at arbitration. These risks illustrate
11 the recognition by the California Supreme Court in *Ketchum III* that, if multipliers are
12 not awarded to PAGA counsel in the cases that are successfully settled, counsel's fees
13 are essentially being cut because the lodestar in and of itself would not account for
14 contingent risk.

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

23 3) *Vigorous opposition by Defendant:* Counsel who skillfully overcome
24 difficult issues or uncompromising opposition in the litigation are entitled to a fee
25 enhancement. (*Serrano III, supra*, 20 Cal.3d at 49.) Here, before eventually agreeing to
26 a settlement, Defendant asserted a vigorous defense and challenged Plaintiff's ability to
27 litigate her individual and class action claims. The settlement effort was protracted, with
28 extended discussions and instances in which it appeared the Parties would not reach a

1 settlement. Further, proceeding to arbitration, and if successful, then trial would have
2 added years to the resolution of this case because of the difficult legal and factual issues
3 raised and the likelihood of appeals. Indeed, even if Plaintiff prevailed on the
4 representative PAGA claims at trial, assuming she was first successful at arbitration,
5 Defendant would likely have mounted an appeal.

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

11 5) *The result obtained would justify an enhancement:* The results obtained
12 in litigation can properly be used to enhance a lodestar calculation where an exceptional
13 effort produced excellent results. (*Graham, supra*, 34 Cal.4th at p. 582.) Here, the final
14 maximum settlement figure is **\$750,000.00**, which represents roughly **75%** of the total
15 realistic recovery. Considered against the size of the Aggrieved Employees, the risks
16 posed by continued litigation, and the importance of the employment rights and a speedy
17 recovery, the relief provided under the Settlement represents a very strong result for the
18 Aggrieved Employees and LWDA.

19 6) *The use of a multiplier is permitted in PAGA actions:* PAGA provides
20 that “[a]ny employee who prevails in any action shall be entitled to an award of
21 reasonable attorney’s fees and costs.” (Lab. Code § 2699(k)(1).) Although, PAGA does
22 not provide a specific standard for evaluating attorneys’ fees in connection with a
23 settlement of PAGA claims, California Courts have employed a lodestar analysis and
24 use of multipliers for this purpose. “Where a settlement produces a common fund for the
25 benefit of the entire class, courts have discretion to employ either the lodestar method or
26 the percentage-of-recovery method. . . . To guard against an unreasonable result, the
27 Ninth Circuit encourages district courts to “cross-check[] their calculations against a
28 second method. . . . Accordingly, the Court calculates attorneys’ fees in the instant case

1 using the percentage-of-recovery method and then cross-checks its calculations against
2 the lodestar method.” (*Hermosillo v. Davey Tree Surgery Co.* (N.D. Cal. July 7, 2021)
3 No. 18-CV-00393-LHK, 2021 WL 2826697, at *1 [quoting *In re Bluetooth Headset*
4 *Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942, 944–45].)

5 75. I am informed and believe that the fees and costs provision under the Settlement is
6 reasonable. My office invested significant time and resources into the case, with payment deferred to the
7 end of the case, and then, of course, contingent on the outcome.

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

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

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

- 27 a. Numerous interviews with Plaintiff and review of documents provided by her;
28

- b. Legal research and investigation regarding the Defendant's practices at numerous points in the litigation;
- c. Preparation and submission of Plaintiff's PAGA Notice;
- 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;
- g. Extensive meet-and-confer discussions with Defendant's counsel regarding mediator selection and production of relevant documents and information in preparation for mediation through informal discovery;
- h. Analysis of Defendant's informal discovery production and preparation of a damages model with the aid of a statistics expert;
- i. Contacting witnesses;
- j. Research and preparation of Plaintiff's mediation brief;
- k. Attendance and active participation at a full day of mediation;
- l. Drafting, negotiating, and reviewing multiple drafts of the Settlement and its attachment;
- m. Preparation and submission of the instant motion for settlement approval and accompanying filings;
- n. 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
- o. Communications with Plaintiff throughout the case.

79. As of the drafting of this motion, my office has incurred **\$21,583.94** in expenses litigating this action without any reimbursement. These expenses were reasonably necessary to the litigation and were actually incurred by my office. These to-date expenses are summarized as follows:

- (a) "LWDA": the one-time cost of submitting Plaintiff's PAGA Notice to the LWDA;

- (b) “One Legal - Complaint” and “One Legal - FAC”: costs associated with filing Plaintiff’s Complaint and First Amended Complaint;
- (c) “Berger Consulting”: costs for expert review of the time and payroll records and preparation of the mediation analysis;
- (d) “Lynn Frank”: the cost of mediation services; and
- (e) “Court Call - Remote Appearance,” “ACE - SOP,” and “ACE - Service of Process & Filing of POS of Summons”: costs for remote court appearances, service of process, and filing the proof of service of summons during this Action.

80. 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 (\$21,583.94). Moreover, because our costs are below the maximum allocation (\$30,000.00) under the Settlement, the difference (\$30,000.00 - \$21,583.94 = \$8,416.06) will remain in the PAGA Penalties. (Settlement, ¶ 3.2.2.) I respectfully submit that our reimbursement request is fair and reasonable.

81. 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 \$750,000.00 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 August 26, 2026, at Los Angeles, California.

Kane Moon