

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
Jason Kwak (SBN 360940)
E-mail: jkwak@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Fernando Trujillo

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

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

Plaintiff,

vs.

AMREP MANUFACTURING COMPANY,
LLC, a limited liability company; and DOES 1
through 10, inclusive,

Defendants

Case No.: CIVSB2221052

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
Jodey Lawrence, (4) [Proposed] PAGA Approval
Order, and (5) [Proposed] Judgment]

PAGA APPROVAL HEARING:

Date: January 12, 2027

Time: 9:00 a.m.

Dept.: S-26

Judge: Hon. Joseph B. Widman

Action filed: September 26, 2022

Trial date: Not set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2

3
4
5
6

7
8
9
0
1
2
3

4
5
6
7
8
9

20

21
22
23
24
25

26
27
28

1 Defendant's failure to incorporate all remunerations into the regular rate of pay. Plaintiff's meal and rest
2 period claims are based on allegations that employees regularly experienced missed, untimely, or
3 interrupted breaks, and that Defendant failed to provide all premiums for non-compliant meal and rest
4 periods. Plaintiff also alleges that Defendant failed to reimburse employees for all reasonable and
5 necessary business expenses incurred, including expenses incurred for the use of employees' personal
6 cellphones for work purposes and the purchase of tools and equipment. Plaintiff further alleges he and
7 other employees did not receive all wages owed at the time of termination nor accurate itemized wage
8 statements due to Defendant's failure to pay all wages and premiums. Accordingly, Plaintiff alleges
9 Defendant is liable for civil penalties under PAGA.

10 6. Because of the foregoing alleged violations of the Labor Code, Plaintiff filed a Class Action
11 Complaint on September 26, 2022, which as amended by the First Amended Complaint, alleges wage
12 and hour violations on behalf of Plaintiff and those similarly situated aggrieved employees under the PAGA
13 for Defendant's alleged failure to pay all straight time wages, failure to pay all overtime wages, failure to
14 provide lawful meal periods, failure to provide lawful rest periods, failure to maintain accurate record of hours
15 worked and meal periods, failure to indemnify necessary business expenditures, failure to pay all accrued
16 vacation wages at termination, failure to pay all wages due at termination, failure to provide compliant wage
17 statements, and failure to pay all earned wages twice per month. On August 14, 2026, Plaintiff filed a Request
18 for Dismissal of the Class Claims without Prejudice.

19 7. Pursuant to PAGA, on September 25, 2022, Plaintiff submitted notice of the alleged Labor
20 Code violations to the California Labor and Workforce Development Agency (the "LWDA"), with
21 certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff's
22 PAGA Notice is attached hereto as **Exhibit 2**. The administrative exhaustion period under PAGA expired
23 without the LWDA indicating any intent to investigate the allegations. Accordingly, Plaintiff is duly
24 authorized to act as a private attorney general 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. Upon review, Plaintiff's counsel agreed to dismiss the
3 class allegations without prejudice. Thereafter, the Parties met and conferred regarding Plaintiff's
4 individual claims and representative claims under PAGA and agreed to attend private mediation to
5 resolve Plaintiff's representative PAGA claims.

6 10. Defendant ardently opposes the merits of this case and denies Plaintiff's factual
7 allegations. Defendant argues all employees were properly paid for all hours worked, that off-the-clock
8 work was not permitted, and that its rounding practice was in place for a limited period of time and was
9 neutral and in conformity with California law. As for the regular rate claim, Defendant maintains that it
10 properly accounted for certain additional remuneration and that certain bonus payments were
11 discretionary and thus not required to be incorporated into the regular rate of pay. Defendant also
12 maintains that employees were provided with the opportunity to take code-compliant meal and rest
13 breaks, including that production stopped during scheduled meal periods and rest breaks, and that certain
14 meal periods were subject to valid waivers. As for the unreimbursed business expenses, Defendant
15 disputes that employees were required to incur unreimbursed expenses for work purposes. To the extent
16 employees received wage statements that were allegedly inaccurate, Defendant argues penalties are not
17 warranted because any alleged violation was not knowing or intentional. Moreover, employees suffered
18 no actual damage or harm as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013)
19 No. C 12-05860 CRB, 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising
20 from an employer's failure to provide full and accurate wage statements, and the omission of the required
21 information alone is not sufficient."].) Additionally, Defendant alleges its good-faith belief that it paid
22 all wages precludes the imposition of waiting time penalties because Plaintiff would be unable to show
23 Defendant's alleged conduct was done willfully or knowingly. (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D.
24 Cal. June 14, 2012) No. ED CV 11-298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons,
25 Defendant claims it did not engage in any unfair business practices and denies liability under PAGA.
26 Defendant also maintains the claims are not susceptible to proof on a representative basis because of the
27 individualized and varying nature of each employee's experience and work locations, making this matter
28 unmanageable.

1 DISCOVERY AND INVESTIGATION

2 11. The Parties attended two mediations. Before both mediation, the Parties engaged in informal
3 discovery exchange. Defendant provided information and documents, which enabled Plaintiff's Counsel
4 to meaningfully investigate Plaintiff's allegations and assess the value of the PAGA claims. Specifically,
5 Defendant produced Plaintiff's time and payroll records, documents regarding Defendant's written
6 policies and practices in effect during the relevant period, information concerning the size and scope of
7 the Aggrieved Employees, and time and corresponding payroll records for approximately 20% of the
8 Aggrieved Employees.

9 12. Prior to both mediations, Plaintiff's Counsel reviewed and analyzed all the information that
10 Defendant produced, including the time/pay records and Defendant's written policies, in conjunction
11 with information provided by Plaintiff. Plaintiff's Counsel retained an expert to analyze the time/pay
12 records and prepare a damage analysis prior to mediation. At the second mediation, Plaintiff's expert
13 analyzed 52,369 shifts (approximately 22.6% of all shifts worked by Aggrieved Employees), which allowed
14 the expert to prepare an analysis of Defendant's potential exposure. Further, Plaintiff's Counsel investigated
15 the applicable law regarding the claims and defenses asserted in this action. Accordingly, Plaintiff's
16 Counsel were able to evaluate the probability of success on the merits and Defendant's monetary
17 exposure. In sum, Plaintiff and his 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 August 12, 2025, the Parties participated in private mediation facilitated by Steve
21 Rottman, Esq., an experienced wage and hour mediator. The Parties were unable to reach an agreement
22 at that time. Thereafter, on April 14, 2026, the Parties participated in a second private mediation
23 facilitated by Tripper Ortman, Esq., an experienced wage and hour mediator. Both sides went into the
24 mediations willing to explore the potential for a settlement of the dispute, but they were also prepared to
25 litigate their positions through trial and appeal if a settlement had not been reached. Following extensive
26 settlement negotiations and consideration of the strengths and weaknesses of the claims and defenses,
27 the second mediation concluded with a mediator's proposal that was accepted by the Parties, the material
28 terms of which are encompassed within the Settlement at issue.

14. In reaching a resolution, the Parties recognized that continued litigation would require lengthy and costly proceedings through trial and any possible appeals. Plaintiff and his Counsel also considered the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation when determining whether this Settlement was the correct option. In sum, Plaintiff and his Counsel believe the proposed Settlement is fair, adequate, and reasonable and is in the best interests of the 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, non-claims-made \$1,000,000.00. (Settlement, ¶¶ I.N, III.A.) Defendant’s settlement funding contribution will be wired by Defendant to the Settlement Administrator within fourteen (14) days of the Effective Date. (*Id.* at ¶¶ I.L, III.E.2.b.) Disbursement will occur within fourteen (14) days after Defendant fully funds the GSA. (*Id.* at ¶ III.E.2.d.) Aggrieved Employees must cash or deposit their Individual Settlement Share checks within 180 calendar days after the checks are mailed. Any checks remaining uncashed or not deposited after expiration of the 180-day period will be canceled within 200 calendar days after mailing, and the associated funds will be transmitted to the California Controller’s Unclaimed Property Fund in the name of each Aggrieved Employee. (*Id.* at ¶¶ III.E.6, III.E.6.b.)

17. Escalator Clause. The GSA was negotiated based on an estimate of 52,148 weekly PAGA Pay Periods or their equivalent worked by Aggrieved Employees during the PAGA Period. (*Id.* at ¶ III.A.1.) The Settlement includes an Escalator Provision whereby, should the actual number of PAGA Pay Periods increase by more than ten percent (10%) of the estimated count, or exceed 57,363 weekly PAGA Pay Periods or their equivalent, the GSA will increase by the percentage increase in PAGA Pay Periods above 57,363, or Defendant may elect to cut off the PAGA Period at 57,363 PAGA Pay Periods.

1 (*Id.*) Defendant must inform Plaintiff and Plaintiff's Counsel which option it elects before the hearing on
2 approval of the PAGA Settlement. (*Id.*)

3 18. PAGA Representative Payment. The Settlement includes a PAGA Representative Payment
4 to Plaintiff in an amount up to \$7,500.00, payable from the GSA. (*Id.* at ¶ III.C.2.) This payment is in
5 consideration for Plaintiff's efforts in litigating the Action and risks of incurring financial obligations to
6 Defendant in the event Plaintiff was not successful in the Action and held to pay for Defendant's costs
7 and/or attorney's fees. (*Id.* at ¶ I.X.) If the Court awards less than the amount requested, any amount not
8 awarded will become part of the Net Settlement Amount for distribution to Aggrieved Employees. (*Id.*)

9 19. Attorneys' Fees and Costs. The Settlement includes attorneys' fees in an amount not to
10 exceed one-third of the GSA (i.e., \$333,333.33 based on the current GSA), subject to increase based on
11 the Escalator Provision, plus reimbursement for actual out-of-pocket litigation costs not to exceed
12 \$70,000.00, payable to Plaintiff's Counsel from the GSA. (*Id.* at ¶¶ I.E, I.F, III.C.1.) In the event the
13 amount of fees and costs approved by the Court is less than the amounts requested, the difference will be
14 allocated to the Net Settlement Amount. (*Id.*) My firm has incurred \$58,408.17 in litigation costs. A true
15 and correct copy of a report showing these costs is attached hereto as **Exhibit 4**.

16 20. Administration Costs. The Settlement provides for Administration Costs to the Settlement
17 Administrator, payable from the GSA, in an amount up to \$7,000.00, for its fees and expenses in
18 administering this Settlement. (*Id.* at ¶¶ I.B, III.C.3.) In the event the amount of actual Administration
19 Costs is less and/or the amount approved by the Court is less than requested, the difference will be
20 allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action
21 Administration Solutions ("Phoenix") as the neutral entity to administer this Settlement. (*Id.* at ¶ I.FF.)
22 A true and correct copy of Phoenix's bid for \$7,000.00 is attached hereto as **Exhibit 5**.

23 21. Net Settlement Amount. After deducting the PAGA Representative Payment, Attorney Fee
24 Award, Attorney Litigation Cost Award, and Administration Costs from the GSA, in the amounts
25 specifically approved by the Court, any difference in the amounts requested and the amounts awarded
26 will be allocated to the Net Settlement Amount. (*Id.* at ¶ I.R.) Accordingly, the Net Settlement Amount
27
28

1 is estimated to be no less than **\$593,758.50**,¹ which will be distributed 75% (i.e., no less than 75% ×
2 **\$593,758.50 = \$445,318.88**) to the LWDA and 25% (i.e., no less than 25% × **\$593,758.50 = \$148,439.62**)
3 to Aggrieved Employees. (*Id.* at ¶¶ I.Q, I.R.)

4 22. Individual PAGA Payments. Each Aggrieved Employee will be entitled to his or her
5 Individual Settlement Share from the 25% share of the Net Settlement Amount that is directly
6 proportional to the number of PAGA Pay Periods worked during the PAGA Period without having to
7 submit any claim form. (*Id.* at ¶¶ III.B.1, III.B.1.a.1.) This results in an average Individual Settlement
8 Share of roughly **\$294.52** for each of the estimated 504 Aggrieved Employees (**\$148,439.62 / 504**), and
9 a PAGA Pay Period value of **\$2.85** for each of the estimated 52,148 PAGA Pay Periods (**\$148,439.62 /**
10 **52,148**). Individual Settlement Shares will be allocated as 100% penalties for tax purposes and reported
11 on IRS Form 1099. (*See id.* at ¶ III.B.2.)

12 23. Releases of Claims by PAGA Members. Upon the Effective Date, subject to Court approval
13 and Defendant’s payment of the GSA to the Settlement Administrator, the State of California, the
14 LWDA, and all Aggrieved Employees will release, on behalf of themselves and their respective former
15 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the
16 LWDA and the State of California, the Released Parties from all claims for PAGA penalties that are
17 reasonably related to or arising out of the factual allegations in Plaintiff’s First Amended Complaint and
18 PAGA Letter filed with the LWDA for the duration of the PAGA Period. (*Id.* at ¶ III.F.) The “Released
19 Parties” are “Defendant, and its former, present, and future owners, parents, and subsidiaries, and all of
20 their current, former, and future officers, directors, members, managers, investors, employees,
21 consultants, partners, shareholders, joint venturers, agents, predecessors, or successors, assigns,
22 accountants, insurers, reinsurers, legal representatives, and/or any employer or other person acting on
23 behalf of Defendant within the scope of Labor Code sections 558(a), 558.1, and/or 1197.1 or similar
24 statutory authority.” (*Id.* at ¶ I.DD.)

25
26 ¹ The estimated Net Settlement Amount was calculated by deducting the following amounts from the
27 GSA (\$1,000,000.00): \$7,500.00 for the PAGA Representative Payment, \$58,408.17 for the Attorney
28 Litigation Cost Award, \$333,333.33 for the Attorney Fee Award, and \$7,000.00 for the Administration Costs.
(*See Settlement*, ¶ I.R.)

1 24. General Release of Claims by Plaintiff. Upon court approval of the PAGA Settlement and
2 payment made by Defendant of the Gross Settlement Amount to the Third Party Administrator chosen
3 by the Parties, Plaintiff will release, on behalf of himself and his former and present representatives,
4 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all
5 claims Plaintiff has or may have against them at this time and will waive any and all rights he has or may
6 have under California Civil Code section 1542. (*Id.* at ¶ III.G.) Plaintiff agrees that he is aware of and
7 familiar with the provisions of California Civil Code section 1542, which provides as follows: A general
8 release does not extend to claims that the creditor or releasing party does not know or suspect to exist in
9 his or her favor at the time of executing the release, and that, if known by him or her, would have
10 materially affected his or her settlement with the debtor or released party. (*Id.*) With full awareness and
11 understanding of the above provision, Plaintiff waives and relinquishes any and all rights and benefits
12 that he may have under California Civil Code section 1542, or the law of any other state of jurisdiction,
13 or common law principle, to the same or similar effect. (*Id.*) Plaintiff understands that the facts with
14 respect to which this Agreement is entered into may be materially different from those the Parties now
15 believe to be true. (*Id.*) Plaintiff accepts and assumes this risk and agrees that the release in this
16 Agreement shall remain in full force and effect, and legally binding, notwithstanding the discovery or
17 existence of any additional or different facts, or any claims with respect to those facts. (*Id.*)

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

23 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

24 26. There can be no doubt that this Settlement is the result of vigorous, adversarial, non-
25 collusive, and arm's-length negotiations between the Parties. Based on Plaintiff's Counsel's analysis of
26 the arguments and information provided by Defendant, on an expert analysis of the time and pay records,
27 and on information from Plaintiff, Plaintiff's Counsel evaluated Defendant's maximum potential
28 exposure and the risks affecting that exposure in preparation for mediation. Although the expert's

1 analysis revealed that the time and pay records supported several of Plaintiff's theories, including the
2 rounding, regular rate, and meal period claims, the precise frequency and number of violations for the
3 off-the-clock work, rest period, and expense reimbursement claims depended more heavily on testimony
4 and assumptions than on the time and pay records alone. In other words, although Plaintiff continues to
5 maintain that these claims are meritorious, proving the full amount of the potential exposure calculated
6 for mediation presented substantial evidentiary risks.

7 27. Because rest periods were not recorded in the timekeeping data, the records cannot, standing
8 alone, establish whether a rest period was actually authorized and taken on a particular shift. Plaintiff's
9 rest period claim would therefore require testimony from Aggrieved Employees as evidence of whether
10 compliant rest periods were actually authorized and permitted. Similarly, the records cannot themselves
11 establish the amount of time, if any, Aggrieved Employees spent performing work before clocking in or
12 after clocking out. Proof of the off-the-clock claim would therefore depend on testimony regarding time
13 spent waiting to clock in, obtaining and preparing tools and equipment before clocking in, and cleaning,
14 returning, and securing tools and equipment after clocking out.

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

25 29. Even as to the claims supported by the time and pay records, Plaintiff's maximum exposure
26 remains subject to meaningful defenses. As to meal periods, Plaintiff's expert identified unique meal
27 period violations that represented an 85.4% violation rate. The analysis also accounted for meal premium
28 payments reflected in Defendant's payroll data. After accounting for meal period waivers, the violation

1 rate was reduced to 80.1%. However, Defendant maintains that production stopped during scheduled
2 meal periods and argues that Aggrieved Employees were provided with compliant meal periods. To the
3 extent there were any missed breaks, Defendant contends it was a result of the Aggrieved Employee
4 voluntarily choosing to forego a meal period, to take it after the end of the fifth hour, or to stop his or
5 her break early to return to work. As to the regular rate issue, Plaintiff's expert determined that 86.9%
6 of overtime pay periods involving additional remuneration were affected, and that 8.4% of pay periods
7 involving sick pay and additional remuneration were affected, resulting in an underpayment. Defendant,
8 argues that it properly incorporated all additional remuneration into the regular rate of pay and that all
9 Aggrieved Employees were properly compensated. The violation rates also assume that the bonuses
10 were non-discretionary, which Defendant disputes. As to the rounding claim, Plaintiff's expert estimated
11 that Defendant underpaid Aggrieved Employees approximately 3.5 minutes per shift, resulting in a total
12 of 4,257 underpaid hours. However, Defendant argues that its rounding policy was in place for a limited
13 period of time and was neutral on its face as Aggrieved Employees were also overpaid as a result of
14 Defendant's rounding practice. Plaintiff's expert calculated that only approximately 14.1% of Aggrieved
15 Employees were underpaid by rounding and that approximately 27.7% of pay periods were affected.

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

20 31. Further, a claim-by-claim penalty calculation is overly optimistic as it presumes Plaintiff
21 would be able to stack the penalties, although penalty stacking is not expressly permitted by PAGA.
22 Rather, without either (i) a prior finding by the LWDA or a court within the past five years that the
23 employer violated PAGA or (ii) evidence that the employer's conduct was malicious, fraudulent, or
24 oppressive, PAGA only provides for a maximum \$100.00 penalty for each pay period. (Lab. Code §
25 2699(f)(2)(A)–(B).) Moreover, Plaintiff's Counsel believe it would be unrealistic to expect the Court to
26 award the full (penalty-stacked) exposure given the discretionary nature of awarding penalties and given
27 Defendant's defenses, including that any failure to pay premiums, regular rate wages, or for off-the-clock
28 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.

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

33. 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 52,148 pay periods at issue, as opposed to a claim-by-claim approach. Accordingly, Plaintiff's Counsel estimate Defendant's maximum PAGA exposure to be **\$5,214,800.00** (\$100.00 x 52,148). However, based on the discovery, Defendant's arguments at mediations 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 **\$1,303,700.00** (\$5,214,800.00 / 4). As a result, the GSA of \$1,000,000.00 represents approximately **77%** of the realistic exposure (\$1,000,000.00 / \$1,303,700.00).

34. 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 \$1,000,000.00 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"].)

35. The \$1,000,000.00 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.

36. The Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory

1 purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with
2 genuine and meaningful relief, on the other. As a result of this litigation, Defendant has had to hire legal
3 counsel, engage in employee-wide discovery, and participate in two mediations. Assuming approval is
4 granted, Defendant will also have to pay civil penalties pursuant to PAGA. Not including its own
5 attorneys' fees and costs, Defendant will pay at least \$1,000,000.00 to resolve this matter, of which at
6 least \$593,758.50 is allocated toward PAGA penalties and will be distributed as 75% to the LWDA and
7 25% to Aggrieved Employees, in accordance with the PAGA law governing the claims in this Action.
8 (See Settlement, ¶¶ I.Q, I.R, III.C.4, III.C.5.) This amount represents roughly 46% of the realistic
9 exposure for the claims (\$593,758.50 / \$1,303,700.00), as discussed above. Additionally, the release
10 obtained under the Settlement does not preclude Aggrieved Employees from pursuing any individual,
11 non-PAGA claims they may have against Defendant or the other Released Parties, as the representative
12 release is limited to claims for PAGA penalties that are reasonably related to or arise out of the factual
13 allegations in Plaintiff's First Amended Complaint and PAGA Letter during the PAGA Period. (*See id.*
14 at ¶ III.F.))

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

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

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

1 reduction.

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

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

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

26 THE REPRESENTATIVE PAYMENT SHOULD BE APPROVED

27 43. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has
28 cooperated immensely with my office and has taken many actions to protect the interests of the State of

1 California and the Aggrieved Employees. Plaintiff provided valuable information regarding his hours
2 worked, and what duties were performed during those hours. Plaintiff participated in decisions
3 concerning this action, assisted in preparation for the mediation, and searched for potential witnesses.
4 Before we filed this action, Plaintiff worked with my office to determine the viability of his claims.
5 Plaintiff also provided information and documents relating to his employment with Defendant. The
6 information and documentation provided by Plaintiff was instrumental in establishing the violations
7 alleged in this action, and the recovery provided for under the Settlement would have been impossible to
8 obtain without his participation.

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

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

21 46. In the final analysis, this representative action would not have been possible without the aid
22 of Plaintiff, who put his own time and effort into this litigation and placed himself at risk for the sake of
23 the State of California and the Aggrieved Employees. The requested enhancement payment to Plaintiff
24 for his service as the PAGA Representative is a relatively small amount of money considering the time
25 and effort put into the litigation. For all the foregoing reasons, the requested enhancement to Plaintiff is
26 reasonable.

27 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

12 50. My current billing rate is \$950.00 per hour, which is my usual hourly rate for wage and hour
13 litigations. A \$950 per hour rate is reasonable considering my years of experience practicing in the highly
14 specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
15 <http://www.laffeymatrix.com/see.html>, [last visited August 18, 2026].) The Laffey Matrix is a “well-
16 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
17 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
18 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
19 upwards based on “locality pay differentials” and the location of counsel’s office in California to
20 determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the
21 Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the
22 District of Columbia and San Francisco, California, where counsel’s office was located].) To determine
23 the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay
24 differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my
25 firm’s location in Los Angeles, California, the current locality pay differential of the Los Angeles-Long
26 Beach area is 36.47% and of the Washington-Baltimore-Arlington area is 33.94%, which results in a
27 difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA,
28 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 and Washington-Baltimore-Arlington salary plans 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 \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (See Exh. 6.) Accordingly, my current billing rate of \$950 per hour is reasonable.

51. 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); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300;

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

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

52. 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.

53. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice has focused 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 and PAGA representative action practice.

54. 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.

55. 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.

- 1 (b) Mr. Feghali prepared the briefing in a contested class certification motion in
2 the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790),
3 which was granted, in part, and denied, in part, in February 2022.
- 4 (c) Mr. Feghali prepared the briefing in a contested class certification motion in
5 the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- 6 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class
7 certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc.,*
8 *et al.* (No. 19STCV44400), which was granted, in part, and denied, in part, in
9 October 2022.
- 10 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the
11 matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV
12 20-1448 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage
13 and hour class alleging that plaintiff's claims were pre-empted by the Labor
14 Management Relations Act.
- 15 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian*
16 *Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL
17 6333905, at *1. There, the Court of Appeal reversed a dismissal of an
18 individual defendant following the trial court's granting of a demurrer without
19 leave to amend relating to alter ego allegations.
- 20 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the
21 matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 13, 2018) No. 2:17-
22 cv-09056-RSWL-MRWx, 2018 WL 1352910. Defendants there sought to
23 remove the case based on the inclusion of a "sham defendant," but the court
24 agreed with Mr. Feghali's briefing which argued that the individual defendant,
25 who was alleged to have harassed the plaintiff under FEHA, was a proper
26 defendant.
- 27 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases
28 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.

56. 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).

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3
4
5
6

7
8
9
0

- 1
- 2
- 3
- 4
- 5
- 6

7
8
9

- 20
21
22
23
24
25
26
27
28

1 is enforceable under the Federal Arbitration Act when it includes a contractual
2 waiver of representative claims under PAGA.

3 (d) In February 2022, he briefed a motion for class certification in *Brown v. NTI-CA,*
4 *Inc.* (LASC No. 21STCV04397) where Defendant elected to file bankruptcy.

5 (e) In September 2021, he fully briefed, argued, and won an Opposition to a Motion for
6 Summary Adjudication in the matter of *Dorsey v. Circa Tile & Stone, Inc.* (LASC
7 Case No: 19STCV08365) where Defendant attempted to release individual claims
8 under PAGA on behalf of each employee who executed a release agreement.

9 (f) In May 2021, he fully briefed and won an Opposition to a Motion to Compel
10 Arbitration in the matter of *Morales v. Precision Aerospace Corp.* (Case No: CIV-
11 DS2006541) where Defendant attempted to compel individual arbitration and
12 dismiss class action claims based on Plaintiff's signed arbitration agreement within
13 an employee handbook. There, the matter was settled on a class-wide basis for
14 \$900,000.00.

15 (g) In December 2020, he fully briefed, argued, and won an Opposition to a Motion for
16 Summary Judgment in the matter of *Gonzalez v. Lipscomb* (LASC Case No:
17 19STCV10352) where he successfully established triable issues of material facts of
18 whether a general manager of a hotel is considered a joint employer for purposes of
19 liability for wage & hour violations.

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

22 JASON KWAK'S EXPERIENCE AND QUALIFICATIONS

23 62. Jason Kwak is an associate attorney at Moon Law Group, PC. Mr. Kwak represents
24 employees in all aspects of employment litigation, including wage and hour class action and
25 representative actions involving claims related to overtime and minimum wages, meal and rest break
26 violations, improper wage statements, the California Private Attorneys General Act and unfair business
27 practices.
28

1 63. Mr. Kwak received his Juris Doctorate from the Dale E. Fowler School of Law at Chapman
2 University. While in law school, he served as a Law Clerk for the Los Angeles County District Attorney's
3 Office. Mr. Kwak is a member in good standing with the California State Bar.

4 64. Mr. Kwak was admitted to the practice of law in May 2025. His billing rate is \$550.00 per
5 hour. Based on Mr. Kwak's experience, his Laffey Matrix rate with a 2.53% adjustment is \$520.85 per
6 hour (\$508 Laffey Matrix rate + (2.53% x \$508)). (See Ex. 6.) As compared to the Laffey Matrix rate
7 and when considering his experience, Mr. Kwak's billing rate of \$550.00 per hour is reasonable.

8 PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

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

8 REQUEST FOR ATTORNEYS' FEES AND COSTS

9 69. In line with the Settlement, my firm requests an award of attorneys' fees in an amount of
10 one-third of the GSA (i.e., \$333,333.33), plus reimbursement for actual litigation costs in the amount of
11 \$58,408.17. (See Settlement, ¶ III.C.1.)

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

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

Attorney	Rate	Hours	Lodestar
Kane Moon	\$950.00	42.5	\$40,375.00
Allen Feghali	\$900.00	26.1	\$23,490.00
Enzo Nabiev	\$750.00	64.9	\$48,675.00
Jason Kwak	\$550.00	37.2	\$20,460.00
	Total:	170.7	\$133,000.00

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

1 time, to these additional tasks, which are hours not included in the foregoing lodestar total. My office
2 also bears the risk of taking whatever actions are necessary if Defendant fails to pay. At my \$950.00
3 hourly rate, these additional 10 hours results in a lodestar of **\$9,500.00**.

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

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

16 (a) Number of Hours Expended by My Office is Reasonable: As set forth in this declaration,
17 my office expended a significant amount of time litigating the case to achieve an excellent result
18 on behalf of the Aggrieved Employees. To date, my office has spent no less than **170.7 hours**
19 litigating this case. In the event the Court grants settlement approval, my office will spend
20 additional time related to this litigation, including to monitor administration of the settlement
21 after approval, committing no less, although likely more, than **10** hours to those additional tasks.
22 The number of hours that my office has and will devote to this case is reasonable. (*See, e.g.,*
23 *Ketchum III v. Moses* (2001) 24 Cal.4th 1122, 1133 [fee award should be fully compensatory
24 and, “absent circumstances rendering the award unjust, an attorney fee award should ordinarily
25 include compensation for *all* the hours *reasonably spent*”] [emphasis in original]; *Serrano v.*
26 *Unruh* (1982) 32 Cal. 3d 621, 624 [counsel are entitled to compensation for all hours reasonably
27 expended]; *Hensley, supra*, 461 U.S. at pp. 435–36; *Caudle v. Bristow Optical Co.* (9th Cir.
28 2000) 224 F.3d 1014, 1028; *Cabrales v. Cty. of L.A.* (9th Cir. 1991) 935 F.2d 1050, 1052–53.)

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

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

22 (c) Application of a Multiplier is Warranted: Once this lodestar figure has been determined,
23 the Court may take into account other “enhancement” factors to adjust the lodestar award. As
24 the California Supreme Court has held, contingency fees should be higher than fees for the same
25 legal services paid concurrently with the provision of the services. (*Ketchum III, supra*, 24
26 Cal.4th at pp. 1132–33; see also *Fischel v. Equitable Life Assurance Soc’y of the U.S.* (9th Cir.
27 2002) 307 F.3d 997, 1008.) “A lawyer who both bears the risk of not being paid and provides
28 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] average multiplier of 3.89 in survey of 1,120 class action cases” and finding that a multiplier of 1.22 would be “per se reasonable”].) Factors considered in determining whether a lodestar multiplier is appropriate generally include: (1) the risks presented by the contingent nature of the case; (2) the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly; (3) the nature of the opposition; (4) the preclusion of other employment by the attorney due to acceptance of the case; and (5) the result obtained and the importance of the lawsuit to the public. (*Serrano v. Ivy Baker Priest* (1977) 20 Cal. 3d 25, 48–49 [hereinafter “*Serrano III*”].) All these factors favor approval of a multiplier along the lines of those approved in the cases above. To date, my office has incurred no less than **\$133,000.00** in attorneys’ lodestar fees, anticipates incurring at least another \$9,500.00 in lodestar fees, and has advanced **\$58,408.17** in actual litigation costs. Thus, after reimbursement of our out-of-pocket expenses, the fee request of \$333,333.33 represents a **2.51** multiplier of the lodestar fees incurred to-date in prosecuting this case.

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

1 *Lyphomed, Inc.* (7th Cir. 1991) 945 F.2d 969, 976.) Further, the possibility of no recovery
2 is only one of the uncertainties involved in taking on such a case. Other uncertainties are
3 the amount that will be recovered, uncertainty as to the cost, both in effort and expenses,
4 and uncertainty about how much time will pass before the recovery is obtained. (See,
5 e.g., *Ketchum*, 24 Cal.4th at pp. 1132–1133, 1138.) My office’s outlay of time and
6 money in this case has been significant. In all, my office has spent *no less than 170.7*
7 hours to date investigating, analyzing, researching, litigating, and negotiating a favorable
8 resolution of this case, in addition to *a minimum of 10* hours that will be spent following
9 final settlement approval, including to monitor settlement administration and distribution
10 of funds, and has incurred \$58,408.17 in necessary litigation costs. Unsettled legal issues
11 also presented risks to the claims in this case. My office bore the substantial risk of an
12 uncertain outcome in agreeing to prosecute this PAGA action on a contingency fee basis,
13 as well as the difficulties and delay inherent in such litigation. There was the prospect of
14 the enormous cost inherent in PAGA representative action litigation, as well as extensive
15 negotiations with a corporate Defendant who vigorously opposed Plaintiff’s claims and
16 right to pursue his individual or class action claims in state court. My office risked
17 significant time and expense to ensure a successful settlement. As detailed *supra*, the
18 risks presented in this case were significant, and Defendant’s defenses posed serious
19 risks to the success of this PAGA matter on the merits, assuming we were first successful
20 at proving the merits of Plaintiff’s individual claims at arbitration. These risks illustrate
21 the recognition by the California Supreme Court in *Ketchum III* that, if multipliers are
22 not awarded to PAGA counsel in the cases that are successfully settled, counsel’s fees
23 are essentially being cut because the lodestar in and of itself would not account for
24 contingent risk.

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

1 pay the market rate. While most class/PAGA actions are complex and involve some risk,
2 my office had to overcome several major obstacles in prosecuting this case, as explained
3 *supra*. Defendant's contentions underscore the risk of prevailing at trial, and any of these
4 obstacles could have prevented recovery completely.

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

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

21 5) *The result obtained would justify an enhancement*: The results obtained
22 in litigation can properly be used to enhance a lodestar calculation where an exceptional
23 effort produced excellent results. (*Graham, supra*, 34 Cal.4th at p. 582.) Here, the final
24 maximum settlement figure is **\$1,000,000.00**, which represents roughly **77%** of the total
25 realistic recovery. Considered against the size of the Aggrieved Employees, the risks
26 posed by continued litigation, and the importance of the employment rights and a speedy
27 recovery, the relief provided under the Settlement represents a very strong result for the
28 Aggrieved Employees and LWDA.

6) *The use of a multiplier is permitted in PAGA actions:* 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).) Although, PAGA does not provide a specific standard for evaluating attorneys’ fees in connection with a settlement of PAGA claims, California Courts have employed a lodestar analysis and use of multipliers for this purpose. “Where a settlement produces a common fund for the benefit of the entire class, courts have discretion to employ either the lodestar method or the percentage-of-recovery method. . . . To guard against an unreasonable result, the Ninth Circuit encourages district courts to “cross-check[] their calculations against a second method. . . . Accordingly, the Court calculates attorneys’ fees in the instant case using the percentage-of-recovery method and then cross-checks its calculations against the lodestar method.” (*Hermosillo v. Davey Tree Surgery Co.* (N.D. Cal. July 7, 2021) No. 18-CV-00393-LHK, 2021 WL 2826697, at *1 [quoting *In re Bluetooth Headset Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942, 944–45].)

75. I am informed and believe that the fees and costs provision under the Settlement is reasonable. 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.

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

77. 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. Because Moon Law Group, PC is

1 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case,
2 we cannot afford to represent an individual employee on a contingency basis if, at the end of our
3 representation, all we are to receive is our regular hourly rate for services. It is essential that we recover
4 more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue
5 representing other individuals in civil rights employment disputes.

6 78. 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. My office's efforts have included, and
8 will include following an approval order, without limitation, the following:

- 9 a. Numerous interviews with Plaintiff and review of documents provided by him;
- 10 b. Legal research and investigation regarding the Defendant's practices at numerous points
11 in the litigation;
- 12 c. Preparation and submission of Plaintiff's PAGA Notice;
- 13 d. Preparation of multiple drafts of the original class action complaint and subsequent
14 amended complaint, as well as finalization and filing of said complaints;
- 15 e. Extensive meet-and-confer discussions with Defendant's counsel regarding the
16 arbitration agreement and the impact on Plaintiff's class action claims;
- 17 f. Preparation of dismissal of the class claims;
- 18 g. Informal discovery activity;
- 19 h. Extensive meet-and-confer discussions with Defendant's counsel regarding mediator
20 selection and production of relevant documents and information in preparation for
21 mediation through informal discovery;
- 22 i. Analysis of Defendant's informal discovery production and preparation of a damages
23 model with the aid of a statistics expert;
- 24 j. Contacting witnesses;
- 25 k. Research and preparation of Plaintiff's two mediation briefs;
- 26 l. Attendance and active participation at two mediations;
- 27 m. Drafting, negotiating, and reviewing multiple drafts of the Settlement and its attachment;
- 28

- 1 n. Preparation and submission of the instant motion for settlement approval and
2 accompanying filings;
- 3 o. Anticipated preparation for and attendance at the hearing on the motion for approval,
4 monitoring approval of the Settlement and requested awards, and overseeing the
5 administration process and distribution of funds; and
- 6 p. Communications with Plaintiff throughout the case.

7 79. As of the drafting of this motion, my office has incurred **\$58,408.17** in expenses litigating
8 this action without any reimbursement. These expenses were reasonably necessary to the litigation and
9 were actually incurred by my office. These to-date expenses are summarized as follows:

- 10 (a) "PAGA Notice": a one-time cost for submitting Plaintiff's PAGA Notice to the LWDA;
- 11 (b) "Complaint fee," "San Bernardino Superior Court," "ACE," "Court Call," "One Legal,"
12 and "File & ServeXpress": costs associated with filing, serving, and obtaining court
13 documents during this Action;
- 14 (c) "Berger Consulting" and "Berger Consulting Group": costs of expert review and analysis
15 of discovery in preparation for mediation;
- 16 (d) "Steve Rottman" and "Tripper": costs for the mediations; and
- 17 (e) "Admin fee": an administrative litigation expense incurred in connection with this
18 Action.

19 80. We anticipate incurring additional costs up to and after Settlement approval, including filing
20 costs for the approval motion and any notice of entry of approval order and judgment. However, at this
21 time, we are only requesting reimbursement of our to-date costs (\$58,408.17). Moreover, because our
22 costs are below the maximum allocation (\$70,000.00) under the Settlement, the difference (\$70,000.00 -
23 \$58,408.17 = \$11,591.83) will become part of the Net Settlement Amount for distribution to Aggrieved
24 Employees. (Settlement, ¶ III.C.1.) I respectfully submit that our reimbursement request is fair and
25 reasonable.

26 81. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution
27 has been reached that includes a non-reversionary payment by Defendant of at least \$1,000,000.00 to
28 compensate Aggrieved Employees for Defendant's alleged employment practices. I am informed and

1 believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations
2 alleged in this action would have gone completely unremedied.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is
4 true and correct. Executed on August 27, 2026, at Los Angeles, California.

5
6
7 Kane Moon
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28