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

KIA JANAЕ BROWN, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ASTON CARTER, INC., a Maryland
corporation; GUIDANT GLOBAL, INC., a
Michigan corporation; and DOES 1 through
10, inclusive,

Defendants

Case No.: 34-2022-00329962-CU-OE-GDS

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

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

PAGA APPROVAL HEARING:

Date: October 2, 2026
Time: 9:00 a.m.
Dept: 8A
Judge: Hon. Jill Talley

Reservation ID: A-0329962-00

Complaint filed: November 17, 2022
Trial date: Not set

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1 Period” or “Settlement Period” is November 17, 2021, and ending February 21, 2026. (*Id.* at ¶ II.A.19.)
2 This Settlement is on behalf of the California Labor and Workforce Development Agency (the
3 “LWDA”), Plaintiff, and PAGA Employees.

4 CASE BACKGROUND AND PROCEDURAL HISTORY

5 6. Defendant Aston Carter is a staffing agency, while Defendant Guidant Global self-describes
6 itself as an industry-leading workforce solutions company, and Maximus provides administration and
7 other services for Medicaid, Medicare, health care reform, welfare-to-work, and student loan servicing,
8 among other government programs. Plaintiff was hired by Aston Carter and assigned to work as a
9 customer service representative at Maximus from approximately February 2022, until March 2022.
10 Throughout her employment, Plaintiff was classified as non-exempt and paid hourly. Plaintiff contends
11 she and her former coworkers were subjected to the same or similar unlawful labor practices during their
12 employment by Defendants, including failure to pay all wages.

13 7. On or around November 5, 2022, Plaintiff, through her counsel, filed a “Notice of Labor Code
14 Violations and PAGA Penalties” with the California State Labor Workforce Development Agency and served
15 a copy of same on Defendants (the “LWDA Notice”). A true and correct copy of the LWDA Notice is
16 attached hereto as **Exhibit 2**. Thereafter, the LWDA took no action to directly prosecute the alleged claims
17 set forth in the LWDA Notice.

18 8. On November 17, 2022, Plaintiff filed a class action complaint in Sacramento County Superior
19 Court entitled *Kia Janae Brown v. Aston Carter, Inc. et. al.*, Case No. 34-2022- 00329962-CU-OE-GDS
20 against Defendants alleging violations of California law for: (1) failure to pay minimum wages; (2) failure to
21 pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest
22 periods; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at
23 termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices
24 (“Court Action”).

25 9. On February 23, 2023, Plaintiff filed a First Amended Complaint in the Court Action (the “First
26 Amended Complaint” or “operative Complaint”) that reasserted all the same eight causes of action in the
27 Complaint for individual and putative class claims set forth above and added a ninth cause of action for civil
28 penalties under PAGA.

1 10. On April 21, 2023, the Court granted Plaintiff's Request for Dismissal of Class Action
2 Allegations Without Prejudice Pursuant To California Rule Of Court 3.770 from the operative Complaint.
3 On May 26, 2023, Plaintiff filed an Amendment to Complaint to identify Doe 1 as Defendant Maximus,
4 Inc.

5 11. On October 20, 2023, Defendants moved to compel Plaintiff's individual claims to arbitration
6 and to stay the representative portion of the PAGA claim in the Court Action pending completion of
7 arbitration, which the court granted. On December 19, 2023, Plaintiff submitted her individual claims to
8 arbitration with JAMS, entitled Kia Janae Brown v. Aston Carter, Inc., et al., JAMS Arbitration Ref. No.
9 5220004910 ("Arbitration") (the Court Action and the Arbitration are collectively referred to as the
10 "Action").

11 12. Defendants ardently oppose the merits of this case and deny Plaintiff's factual allegations.
12 Defendants argue all employees were properly paid for all hours worked and that it did not require or
13 permit employees to work off-the-clock. As for the regular rate claim, Defendants argue there was no
14 issue with paying employees the proper regular rate of pay because any additional remuneration was
15 discretionary and thus, not required to be incorporated into the regular rate of pay. Defendants maintain
16 all employees were provided with the opportunity to take all their code-compliant meal and rest breaks
17 and that missed breaks, if any, were solely the result of employees' voluntary choice. As for the
18 unreimbursed business expenses, Defendants maintain it did not require employees to incur any business-
19 related expenses. To the extent employees received wage statements that were allegedly inaccurate,
20 Defendants argue penalties are not warranted because employees suffered no actual damage or harm as
21 a result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12-05860 CRB, 2013
22 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to
23 provide full and accurate wage statements, and the omission of the required information alone is not
24 sufficient."].) Additionally, Defendants allege their good-faith belief that their payment of all wages
25 precludes the imposition of waiting time penalties because Plaintiff would be unable to show Defendants'
26 alleged conduct was done willfully or knowingly. (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June
27 14, 2012) No. ED CV 11-298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendants
28 claim they did not engage in any unfair business practices and deny liability under PAGA. Defendants

1 also maintain the claims are not susceptible to proof on a representative basis because of the
2 individualized and varying nature of each employee's experience, making this matter unmanageable.

3 DISCOVERY AND INVESTIGATION

4 13. The Parties agreed to mediate the representative PAGA claims and engaged in formal and
5 informal discovery exchange prior to mediation. Defendants provided information and documents, which
6 enabled Plaintiff's Counsel to meaningfully investigate Plaintiff's allegations and assess the value of the
7 PAGA claims. Specifically, Defendants produced Plaintiff's personnel file and her time and payroll
8 records, including her signed prospective meal period waiver, documents regarding Defendants' written
9 policies and practices in effect during the relevant period, and time and corresponding payroll records
10 during the PAGA Period.

11 14. Prior to both mediation sessions, Plaintiff's Counsel reviewed and analyzed all the
12 information that Defendants produced, including the time/pay records and Defendants' written policies,
13 in conjunction with information provided by Plaintiff. Plaintiff was also deposed by Defendant's
14 Counsel. Plaintiff's Counsel retained an expert to analyze the time/pay records and prepare a damage
15 analysis prior to mediation. The expert was able to prepare an analysis with a reasonable degree of
16 certainty. Further, Plaintiff's Counsel investigated the applicable law regarding the claims and defenses
17 asserted in this action. Accordingly, Plaintiff's Counsel were able to evaluate the probability of success
18 on the merits and Defendants' monetary exposure. In sum, Plaintiff and her Counsel's familiarity with
19 the facts of the case and the legal issues involved allowed them to act intelligently in negotiating the
20 Settlement.

21 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

22 15. On April 16, 2025 and again on November 21, 2025, the Parties participated in private
23 mediation facilitated by Jason Marsili, Esq. an experienced PAGA action mediator. The negotiations
24 were at arm's length and although conducted in a professional manner, were adversarial. Both sides went
25 into the mediations willing to explore the potential for a settlement of the dispute, but they were also
26 prepared to litigate their position through trial and appeal if a settlement had not been reached.
27 Negotiations were protracted, with extended discussions and instances in which it appeared the Parties
28 would not reach a resolution. Following a full discussion of the strengths and weaknesses of the claims

1 and defenses, the Parties ultimately reached a resolution following a mediator’s proposal after the
2 November 21, 2025 mediation, the material terms of which are encompassed within the Settlement at
3 issue.

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

11 17. Pursuant to PAGA, on or around November 5, 2022, Plaintiff submitted notice of the alleged
12 Labor Code violations to the LWDA, with certified mail service on Defendant, and paid the required
13 filing fee. The administrative exhaustion period under PAGA expired without the LWDA indicating any
14 intent to investigate the allegations. Accordingly, Plaintiff is duly authorized to act as a private attorney
15 general with respect to the PAGA claims involved in this action.

16 18. Pursuant to Labor Code section 2699(s)(1), Plaintiff subsequently submitted to the LWDA
17 a file-stamped copy of the First Amended Complaint containing the Court-assigned case number. To
18 date, the LWDA has not sought to intervene in this action.

19 19. In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the
20 proposed Settlement has been submitted to the LWDA along with a copy of Plaintiff’s motion and the
21 hearing date. A true and correct copy of the LWDA’s email confirming receipt thereof is attached hereto
22 as **Exhibit 3**. To date, the LWDA has not indicated any objection to the Settlement.

23 KEY TERMS OF SETTLEMENT

24 20. Gross Settlement Amount, Funding, Disbursement, and Uncashed Checks. The Gross
25 Settlement Amount (“GSA”) is \$990,000.00, subject to potential increase under an Escalator Clause and
26 entry of the Court’s Approval Order and is non-reversionary. (Settlement, ¶¶ II.B.2, II.B.2.f.) Defendants
27 shall fund the Gross Settlement within fifteen (15) days of the Effective Date, as that term is defined in the
28 PAGA Settlement Agreement. (*Id.* at ¶ II.C.7.) Within ten (10) calendar days following the Funding of

1 the Settlement, the Settlement Administrator shall pay from the Settlement Fund Account the Court-
2 approved payment to the LWDA, Individual Settlement Payments to PAGA Members, Incentive Award
3 to Plaintiff, Settlement Administration Costs to the Settlement Administrator, and Attorney's Fees and
4 Attorney's Costs to Plaintiff's Counsel. (*Id.* at ¶¶ II.C.8-C.12.) Any funds remaining uncashed after 180
5 days from issuance will be transmitted to the California State Controller's Office, to be held pursuant to
6 the Unclaimed Property Law in the name of each individual who failed to cash his or her check prior to
7 the void date. (*Id.* at ¶ II.C.12.)

8 21. Escalator Clause. The Settlement is based on Defendants' belief that there are approximately
9 62,354 PAGA pay periods at issue during the PAGA Period. (*Id.* at ¶ II.B.2.f.) If the number of PAGA
10 pay periods worked during the PAGA Period exceeds 68,590, which is ten percent (10%) above 62,354,
11 then the Gross Settlement Amount shall be increased on a pro-rata basis equal only to the percentage
12 increase in PAGA pay periods above 68,590 (i.e., if the total pay periods increase by 12%, then there
13 would be a 2% increase to the Gross Settlement Amount). (*Id.*)

14 22. Plaintiff's Incentive Award. The Settlement includes a \$10,000.00 incentive award to
15 Plaintiff, payable from the GSA, subject to Court approval. (*Id.* at ¶ II.B.2.c.) This payment is in
16 recognition of Plaintiff's service as the PAGA representative and in addition to any settlement payment
17 Plaintiff may receive as a PAGA Employee. (*Id.*)

18 23. Attorneys' Fees and Costs. The Settlement includes attorneys' fees in an amount up to 1/3
19 of the GSA (i.e., \$330,000.00), plus reimbursement for out-of-pocket litigation costs not to exceed
20 \$40,000.00, payable to Plaintiff's Counsel from the GSA. (*Id.* at ¶¶ II.B.2.a, II.B.2.c.) Any portion of the
21 Attorney's Fees and Costs not awarded to Plaintiff's Counsel will be added to the PAGA Payment. (*Id.*)
22 My firm's final litigation costs are \$21,878.07. A true and correct copy of a report showing these costs
23 is attached hereto as **Exhibit 4**.

24 24. Settlement Administration Costs. The Settlement provides a Settlement Administration
25 Costs to the Settlement Administrator, payable from the GSA, up to a maximum payment \$10,500.00,
26 for its fees and expenses in administering this Settlement. (*Id.* at ¶ II.B.2.d.) Any portion of the Settlement
27 Administration Costs not awarded by the Court will be added to the Net Settlement Amount. (*Id.*) The
28 Parties jointly selected Phoenix Class Action Administration Solutions ("Phoenix") as the neutral entity

1 to administer this Settlement. (*Id.* at ¶ II.A.16.) A true and correct copy of Phoenix’s not-to-exceed bid
2 for \$10,500.00 is attached hereto as **Exhibit 5**.

3 25. **PAGA Payment**. “PAGA Payment” means the Gross Settlement Amount *minus* the sum of:
4 (1) Attorney’s Fees; (2) Attorney’s Costs; (3) Plaintiff’s Incentive Award; and (4) Settlement
5 Administration Costs. (*Id.* at ¶ II.A.12.) The LWDA will be paid 75% of the PAGA Payment. (*Id.*) The
6 PAGA Employees will be paid the remaining 25% of the PAGA Payment. (*Id.*) Accordingly, the PAGA
7 Payment is estimated to be **\$617,621.93**,¹ which will be distributed 75% (i.e., 75% * \$617,621.93=
8 **\$463,216.45**) to the LWDA and 25% (i.e., 25% * \$617,621.93= **\$154,405.48**) to PAGA Employees
9 pursuant to PAGA law governing Plaintiff’s claims.²

10 26. **Individual Settlement Payment to PAGA Employees**. Each PAGA Employee will be entitled
11 to his or her pro rata amount from the 25% share of PAGA Penalties that is directly proportional to the
12 number of pay periods worked in the PAGA Period without having to submit any claim form. (*Id.* at ¶¶
13 II.B.2.e, II.C.12.) This results in an average Individual PAGA Payment of roughly **\$92.46** for each of the
14 estimated 1,670 PAGA Employees (\$154,405.48 / 1,670), and a PAGA Pay Period value of **\$2.48** for
15 each of the 62,354 estimated PAGA Pay Periods (\$154,405.48 / 62,354). The Parties agree that one
16 hundred percent (100%) of the Individual Settlement Payments made to PAGA Employees shall be
17 considered penalties, for which a Form 1099 will be issued to reflect these payments. (*See id.* at ¶¶ II.A.8,
18 II.C.14.)

19 27. **Limited Release of PAGA Claims by PAGA Members**. Upon court approval of the
20 settlement and payment made by Defendant Aston Carter of the Gross Settlement Amount to the Third
21 Party Administrator chosen by the Parties, all PAGA Members will be deemed to have released on behalf
22

23 ¹ The estimated PAGA Payment was calculated by deducting the following amounts from the GSA
24 (\$990,000.00): \$10,000.00 for Plaintiff’s Incentive Award, \$21,878.07 for Attorney’s Costs, \$330,000.00 for
Attorney’s Fees, and \$10,500.00 for the Settlement Administration Costs. (*See Settlement*, ¶ II.A.12.)

25 ² On July 1, 2024, new legislation was enacted to amend PAGA in several respects, including as to
26 the recovery split for civil penalties. (Stats. 2024, ch. 44 (Assem. Bill No. 2288), § 1, eff. Jul. 1, 2024).)
27 As amended, PAGA now provides for a 65%-LWDA/35%-aggrieved employee split. (Lab. Code § 2699(m).)
28 However, this provision does not apply retroactively prior to June 19, 2024. (*Id.* at § 2699(v)(1).) In other
words, because Plaintiff’s PAGA Notice was submitted prior to June 19, 2024, any civil penalties recovered
in this action will be split according to prior PAGA law (i.e., 75% to the LWDA and 25% to PAGA
Employees).

1 of themselves and their respective former, present and future representatives, agents, attorneys, heirs,
2 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that
3 were alleged, or reasonably could have been alleged, based on the facts stated in Plaintiff's operative
4 Complaint in the Action, and PAGA Notice filed with the LWDA on November 5, 2022, for the duration
5 of the PAGA Period, which include, but are not limited to, California Labor Code §§ 201-204, 210,
6 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
7 2698, et seq., 2802, Bus. and Prof. Code § 17200, et seq., and the applicable IWC Wage Orders. (*Id.* at ¶
8 II.B.3.) "Released Parties" means each of the Defendants, and each of their respective former, present,
9 and future parents, subsidiaries, affiliates, predecessors, successors, holding companies, joint venturers,
10 agents, and assigns, and all of their current, former, and future owners, officers, directors, members,
11 managers, employees, consultants, partners, shareholders, accountants, attorneys, insurers, reinsurers,
12 and/or legal representatives. (*Id.* at ¶ II.A.15.)

13 28. Plaintiff's Release. In addition to the Released PAGA Claims, Plaintiff also agrees to
14 concurrently execute a separate general release of all claims, known or unknown, in favor of Defendants
15 and the Released Parties, in consideration for a payment to settle her additional, non-PAGA individual
16 claims (the "Individual Settlement Payment to Plaintiff"), which will be memorialized under a separate
17 Individual Settlement Agreement. (*Id.* at ¶ II.B.4.) Plaintiff's general release of claims, known or
18 unknown, will only take effect once Plaintiff receives her Individual Settlement Payment to Plaintiff.
19 (*Id.*) The Parties agree to disclose the amount of the Individual Settlement Payment to Plaintiff to the
20 Court to the extent necessary to obtain approval of the settlement as to the PAGA Employees. (*Id.*) Should
21 it be required, the Parties will request permission to lodge with the Court the terms of the Individual
22 Settlement Agreement under seal. (*Id.*) Plaintiff will receive the Individual Settlement Payment to
23 Plaintiff within fifteen (15) calendar days of the Effective Date of the PAGA Settlement. (*Id.*)

24 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

25 29. There can be no doubt that this Settlement is the result of vigorous, adversarial, non-
26 collusive, and arm's-length negotiations between the Parties. Based on Plaintiff's Counsel's analysis of
27 the arguments and information provided by Defendant, on an expert analysis of the time and pay records,
28 and on information from Plaintiff, Plaintiff's Counsel evaluated Defendants' maximum and risk-adjusted

1 potential exposure in preparation for the mediations. Although the expert's analysis revealed that the
2 time and pay records supported several violations by Defendant, those identifiable violations were
3 primarily limited to the regular rate and meal period claims. The records themselves did not provide
4 strong support for the off-the-clock work, rest period, and expense reimbursement claims, and derivative
5 penalties for those claims, as these claims are predominantly testimony based. In other words, Plaintiff's
6 analysis revealed that certain claims were not as strong as originally believed.

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

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

24 32. Even as to the rounding, regular rate and meal period claims, our analysis found that
25 Defendants' exposure is less than initially believed. Although Plaintiff alleged that Defendants' rounding
26 practices may have resulted in unpaid compensable time, Plaintiff's Counsel reviewed the time and
27 payroll records, with the assistance of an expert, and did not find Labor Code violations on a
28 representative basis. Accordingly, the rounding claim was determined to have negligible, if any, value.

1 As to the meal period claim, Defendants' payroll records show that 100% of meal periods were recorded
2 as 30 minutes. Based on information from Plaintiff, Plaintiff's Counsel believe that Defendants' payroll
3 records are inaccurate as Plaintiff alleges that meal periods were consistently short of 30 minutes or
4 interrupted. However, Defendants argue that the payroll records accurately reflect the meal periods taken
5 by PAGA Employees. With regard to the regular rate claim, Plaintiff's expert found that there were
6 approximately 127 additional payments, with pay codes such as "BILLABLE BONUS ND (121)," "DDX
7 – BONUS BILLABLE D (6)," that were not incorporated into the regular rate of pay for purposes of
8 paying overtime and additional compensation. However, Defendants argue that these additional
9 payments were discretionary bonuses and that Defendants did not fail to incorporate any payments into
10 the regular rate of pay. Defendants also argue that to the extent they failed to do so, which they deny,
11 Defendants' alleged failure resulted in nominal exposure. Defendants' time and payroll records show
12 that only 0.3% of pay periods included both overtime and additional compensation, and 0.1% of pay
13 periods included both sick pay and additional compensation. Additionally, the violation rates assume that
14 the bonuses were non-discretionary, which Defendant disputes.

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

19 34. Further, a claim-by-claim penalty calculation is overly optimistic as it presumes Plaintiff
20 would be able to stack the penalties, although penalty stacking is not expressly permitted by PAGA.
21 Rather, without either (i) a prior finding by the LWDA or a court within the past five years that the
22 employer violated PAGA or (ii) evidence that the employer's conduct was malicious, fraudulent, or
23 oppressive, PAGA only provides for a maximum \$100 penalty for each pay period. (Lab. Code §
24 2699(f)(2)(A)–(B).) Moreover, Plaintiff's Counsel believe it would be unrealistic to expect the Court to
25 award the full (penalty-stacked) exposure given the discretionary nature of awarding penalties and given
26 Defendants' defenses, including that any failure to pay premiums, regular rate wages, or for off-the-clock
27 work was not knowingly or willfully done, and additionally, to the extent employees received wage
28 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.

35. For the foregoing reasons, the *realistic* exposure is thus far below the estimate premised on penalty stacking.

36. 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 62,354 pay periods at issue, as opposed to a claim-by-claim approach. Accordingly, Plaintiff's Counsel estimate Defendants' maximum PAGA exposure to be **\$6,235,400.00** (\$100.00 x 62,354). However, based on the discovery, Defendants' arguments at mediation and continued settlement discussions, an understanding that the claims are heavily dependent on the unlikely participation by PAGA Employees and their varying employment experience, and other important considerations discussed above, it is reasonable to assume a violation occurred in at most 20% of all pay periods, which results in a realistic (*risk-adjusted*) exposure of **\$1,247,080.00** (\$6,235,400.00 x 20%). As a result, the GSA of \$990,000.00 represents about **79%** of the realistic exposure (\$990,000.00 / \$1,247,080.00) and 16% of the maximum exposure (\$990,000.00 / \$6,235,400.00).

37. 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 \$990,000.00 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"].)

38. The \$990,000.00 GSA amounts to "genuine and meaningful" relief "consistent with the underlying purpose of the statute to benefit the public." (*See O'Connor v. Uber Tech., Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1133–35 [denying settlement approval where allocation for PAGA claims was 0.1% of the estimated full worth].) This is an excellent result, particularly because, under the Settlement, PAGA Employees and the LWDA will receive timely, guaranteed relief and will avoid the

1 risk of not being able to recover anything at all.

2 39. The Settlement is a fair and reasonable resolution that satisfies PAGA’s dual statutory
3 purposes of deterrence and punishment, on the one hand, and providing PAGA Employees with genuine
4 and meaningful relief, on the other. (Lab. Code §§ 2698, *et seq.*) As a result of this litigation, Defendants
5 have had to hire legal counsel, engage in employee-wide discovery, and participate in mediation.
6 Assuming approval is granted, Defendants will also have to pay civil penalties pursuant to PAGA. Not
7 including its own attorneys’ fees and costs, Defendants will pay \$990,000.00 to resolve this matter—of
8 which at least \$617,621.93 is allocated toward PAGA Penalties and will be distributed as 75% to the
9 LWDA and 25% to PAGA Employees, in compliance with PAGA law governing the claims in this
10 Action. (*See* Settlement, ¶ II.B.2.e.) This amount represents approximately **50%** of the realistic exposure
11 for the claims (\$617,621.93 / \$1,247,080.00), as discussed above. Additionally, the release obtained
12 under the Settlement does not preclude PAGA Employees from pursuing any individual (non-PAGA)
13 claims they may have against Defendants or the other Released Parties. (*See id.* at ¶ II.B.3.)

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

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

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

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

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

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

26 THE INCENTIVE AWARD SHOULD BE APPROVED

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

1 of California and the PAGA Employees. Plaintiff provided valuable information regarding her 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 arbitration, and searched for potential
4 witnesses. Before we filed this action, Plaintiff worked with my office to determine the viability of the
5 claims. Plaintiff also provided information and documents relating to her employment with Defendants.
6 As part of arbitration, Plaintiff was also deposed by Defendant and worked with my office for many
7 hours to prepare for the deposition. The information and documentation provided by Plaintiff were
8 instrumental in establishing the violations alleged in this action, and the recovery provided for under the
9 Settlement would have been impossible to obtain without her participation.

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

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

22 49. In the final analysis, this representative action would not have been possible without the aid
23 of Plaintiff, who put her own time and effort into this litigation and placed herself at risk for the sake of
24 the State of California and the PAGA Employees. The requested enhancement payment to Plaintiff for
25 her service as the PAGA Representative and release of general claims are relatively small amounts of
26 money considering the time and effort put into the litigation. For all the foregoing reasons, the requested
27 incentive award to Plaintiff is reasonable.

28 MY EXPERIENCE AND QUALIFICATIONS

1 50. 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 2025.

5 51. 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 52. 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 53. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage and hour
13 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
14 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
15 <http://www.laffeymatrix.com/see.html> [last visited Sept. 4, 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 921–22.) Using the same method here and based on my
25 firm’s location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach
26 area is 35.84% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.26%,
27 which results in a difference of approximately 2.6%. (*Compare* Judiciary Salary Plan of Los Angeles-
28 Long Beach, CA, Effective January 12, 2026 *with* Judiciary Salary Plan of Washington-Baltimore-

1 Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and
2 Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**,
3 respectively. Based on my 17 years of experience, my Laffey Matrix rate with a 2.5% adjustment is
4 \$1,044.48 per hour (\$1,019 Laffey Matrix rate + (2.5% x \$1,019)) (*See* Ex. 6.). Accordingly, my current
5 billing rate of \$950.00 per hour is reasonable.

6 54. I am experienced in prosecuting and defending employment matters, particularly class
7 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on
8 wage, hour, and working conditions violations. In addition to the present case, I am also class counsel
9 for other wage and hour class action lawsuits pending in various California counties, including in state
10 and federal courts. The following is a list of some of our recent class action settlements that have received
11 preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size
12 approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class
13 size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size
14 approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size
15 approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500;
16 co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones*
17 *v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v.*
18 *ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel);
19 *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx))
20 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that
21 case, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and
22 successful litigators. Other courts have approved the attorneys’ current rates for the Moon & Yang, APC
23 attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173;
24 lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size
25 approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC No. BC702283) (class
26 size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx.
27 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx.
28 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).

ENZO NABIEV'S EXPERIENCE AND QUALIFICATIONS

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

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

57. Mr. Nabiev is a member in good standing with the California State Bar and in the United States District Court for the Central and Northern Districts. Mr. Nabiev's billing rate is \$750 per hour. Based on Mr. Nabiev's 6 years of experience, his Laffey Matrix rate with a 2.5% adjustment is \$640.63 per hour (\$625 Laffey Matrix rate + (2.5% x \$625)) (*See* Ex. 6.). Accordingly, his current billing rate of \$750.00 per hour is reasonable when considering his Laffey Matrix rate and his experience.

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

(a) In August 2025, he fully briefed a motion for class certification in *Slaughter v. Finelite, Inc.* (Case No. 22CV018565), where class certification was granted in part.

(b) In March 2023, he prepared the briefing in *AGUIRRE, JR., v. BW PACKAGING SYSTEMS, INC. et al.*, No. 222CV04980ODWGJSX, 2023 WL 2605016 (C.D. Cal. Mar. 22, 2023), which resulted in a remand order where defendant's removal was based

on CAFA jurisdiction.

- (c) In April 2022, he fully briefed, argued, and won in the Court of Appeal in the Fourth Appellate District, regarding the issue of whether a pre-dispute arbitration agreement is enforceable under the Federal Arbitration Act when it includes a contractual waiver of representative claims under PAGA.
- (d) In March 2022, as the lead attorney, he successfully resolved an individual wage & hour case resulting in a settlement of over \$56,000 for his client who was earning minimum wage per hour.
- (e) In February 2022, he fully briefed a motion for class certification in *Brown v. NTI-CA, Inc.* (LASC No. 21STCV04397) where Defendant elected to file bankruptcy.
- (f) In September 2021, he fully briefed, argued, and won an Opposition to a Motion for Summary Adjudication in the matter of *Dorsey v. Circa Tile & Stone, Inc.* (LASC Case No: 19STCV08365) where Defendant attempted to release individual claims under PAGA on behalf of each employee who executed a release agreement.
- (g) In May 2021, he fully briefed and won an Opposition to a Motion to Compel Arbitration in the matter of *Morales v. Precision Aerospace Corp.* (Case No: CIV-DS2006541) where Defendant attempted to compel individual arbitration and dismiss class action claims based on Plaintiff's signed arbitration agreement within an employee handbook. There, the matter was settled on a class-wide basis for \$900,000.00.
- (h) 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.

59. He has participated in the litigation and resolution of approximately 50 wage and hour class actions, including obtaining preliminary and final approval of settlements on the first attempt.

WILLIAM SERRANO'S EXPERIENCE AND QUALIFICATIONS

1 60. William H. Serrano is an associate attorney at Moon Law Group, PC. Mr. Serrano represents
2 employees in various aspects of employment litigation, including wage and hour disputes and under the
3 Fair Employment and Housing Act for claims such as discrimination, retaliation, harassment, and
4 wrongful termination.

5 61. Mr. Serrano received his Juris Doctor from Seattle University School of Law in 2020. There
6 he served as a Lead Article Editor for the Seattle Journal of Environmental Law and was a member of
7 the Moot Court Board.

8 62. Mr. Serrano is a member in good standing with the California State Bar. Mr. Serrano's
9 billing rate is \$625 per hour. Based on Mr. Serrano's 6 years of experience, his Laffey Matrix rate with
10 a 2.5% adjustment is \$640.63 per hour ($\$625 \text{ Laffey Matrix rate} + (2.5\% \times \$625)$) (*See Ex. 6.*).
11 Accordingly, his current billing rate of \$625.00 per hour is reasonable.

12 SANDY PHAM'S EXPERIENCE AND QUALIFICATIONS

13 63. Sandy Pham is an associate attorney at Moon Law Group, PC. Ms. Pham's practice is
14 focused on labor and employment class action lawsuits involving various violations of California
15 and federal labor laws.

16 64. Ms. Pham received her undergraduate degree from UCLA. She received her law degree
17 from the Southwestern School of Law. Ms. Pham was admitted to the California bar in December
18 2023.

19 65. Ms. Pham's current billing rate is \$550.00 per hour, which is her usual hourly rate in
20 wage-and-hour litigations. Based on Ms. Pham's almost 3 years of experience out of law school,
21 her Laffey Matrix rate with a 2.53% adjustment is \$520.85 per hour ($\$508 \text{ Laffey Matrix rate} +$
22 $(2.53\% \times \$508)$). (*See Ex. 6.*) As compared to the Laffey Matrix rate and when considering her
23 experience, Ms. Pham's billing rate of \$550.00 per hour is reasonable.

24 PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

25 66. As demonstrated by the foregoing, my office is qualified to handle this litigation because
26 we are experienced in litigating Labor Code and Wage Order violations in individual, class, and
27 representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in
28 numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion for

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

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

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

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

23 REQUEST FOR ATTORNEYS' FEES AND COSTS

24 70. In line with the Settlement, Plaintiff's Counsel request an award of Attorney's Fees in an
25 amount of up to a 1/3 of the GSA (i.e., \$330,000.00), plus reimbursement for actual litigation costs in
26 the amount of \$21,878.07. (*See* Settlement, ¶ II.B.2.a; Ex. 4.)

27 71. The requested Plaintiff's Counsel Attorney's Fees can be justified under either the common
28 fund or lodestar method. However, we base the requested award on the common fund method.

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

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

Attorney	Rate	Hours	Lodestar
Kane Moon	\$950.00	31.8	\$30,210.00
Enzo Nabiev	\$750.00	101.8	\$76,350.00
William Serrano	\$625.00	42.4	\$26,500.00
Sandy Pham	\$550.00	13.8	\$7,590.00
	Total:	189.8	\$140,650.00

11 73. There are additional hours devoted to this litigation by the attorneys and legal assistants in my
12 office that are not reflected in the foregoing lodestar, including additional attorney time that will be spent to
13 obtain and monitor approval of the Settlement and requested awards, oversee the settlement administration
14 process and distribution of funds, respond to inquiries, and communicate with Plaintiff regarding the case. I
15 estimate that my office will commit *no less than* 10 hours, although likely more time, to these additional tasks,
16 which are hours not included in the foregoing lodestar total. My office also bears the risk of taking whatever
17 actions are necessary if Defendant fails to pay. At my \$950 hourly rate, these additional 10 hours results in a
18 lodestar of **\$9,500.00**.

19 74. “California case law permits fee awards in the absence of detailed time sheets.” (*Wershba v.*
20 *Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 255.) The Court “should defer to the winning lawyer’s
21 professional judgment as to how much time he was required to spend on the case.” (*Moreno v. City of*
22 *Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112.) True and correct billing records of myself, Enzo Nabiev,
23 William Serrano, and Sandy Pham are attached hereto as **Exhibit 9**. I am familiar with most aspects of this
24 case and tasks undertaken by the various members of my firm in litigating this case. As discussed below,
25 application of a positive multiplier is warranted in this case.

26 75. The lodestar method requires the Court to determine a “touchstone” or lodestar figure based
27 on a compilation of time spent and reasonable hourly compensation for each attorney. (*Graham v.*
28

1 *DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579.) Generally, hours are reasonable if they were
2 “reasonably expended in pursuit of the ultimate result achieved in the same manner that an attorney
3 traditionally is compensated by a fee-paying client.” (*Hensley v. Eckerhart* (1983) 461 U.S. 424, 431.)

4 (a) Number of Hours Expended by My Office is Reasonable: As set forth in this declaration,
5 my office expended a significant amount of time litigating the case to achieve an
6 excellent result on behalf of the PAGA Employees. To date, Plaintiff’s counsel have
7 spent no less than a combined total of **189.8 hours** litigating this case. In the event the
8 Court grants settlement approval, Plaintiff’s Counsel will spend additional time related
9 to this litigation, including to monitor administration of the settlement after approval,
10 committing no less, although likely more, than **10 hours** to those additional tasks. The
11 number of hours that Plaintiff’s Counsel has and will devote to this case is reasonable.
12 (*See, e.g., Ketchum III v. Moses* (2001) 24 Cal.4th 1122, 1133 [fee award should be fully
13 compensatory and, “absent circumstances rendering the award unjust, an attorney fee
14 award should ordinarily include compensation for *all* the hours *reasonably spent*”]
15 [emphasis in original]; *Serrano v. Unruh* (1982) 32 Cal. 3d 621, 624 [counsel are entitled
16 to compensation for all hours reasonably expended]; *Hensley, supra*, 461 U.S. at pp.
17 435–36; *Caudle v. Bristow Optical Co.* (9th Cir. 2000) 224 F.3d 1014, 1028; *Cabrales*
18 *v. Cty. of L.A.* (9th Cir. 1991) 935 F.2d 1050, 1052–53.) As discussed above, Plaintiff’s
19 Counsel was required to expend considerable time and resources to investigate, litigate,
20 and successfully settle these claims for the benefit of the PAGA Employees.

21 (b) The Attorneys’ Hourly Rates are Reasonable: “[T]he established standard when
22 determining a reasonable hourly rate is the ‘rate prevailing in the community for similar
23 work performed by attorneys of comparable skill, experience, and reputation.’”
24 (*Camacho v. Bridgeport Fin., Inc.* (9th Cir. 2008) 523 F.3d 973, 979 [quoting *Barjon v.*
25 *Dalton* (9th Cir. 1997) 132 F.3d 496, 502].) This rule applies even when, as here, the
26 attorneys representing a named plaintiff perform the work on a contingent fee basis. (*See,*
27 *e.g., Robertson v. Fleetwood Travel Trailers of Cal., Inc.* (2006) 144 Cal.App.4th 785,
28 818; *Blanchard v. Bergeron* (1989) 489 U.S. 87, 96.) These hourly rates are reasonable

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

12 (c) Application of a Multiplier Is Warranted: Once this lodestar figure has been determined,
13 the Court may take into account other “enhancement” factors to adjust the lodestar
14 award. As the California Supreme Court has held, contingency fees should be higher
15 than fees for the same legal services paid concurrently with the provision of the services.
16 (*Ketchum III, supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel v. Equitable Life*
17 *Assurance Soc’y of the U.S.* (9th Cir. 2002) 307 F.3d 997, 1008.) “A lawyer who both
18 bears the risk of not being paid and provides legal services is not receiving the fair market
19 value of his work if he is paid only for the second of these functions. If he is paid no
20 more, competent counsel will be reluctant to accept fee award cases.” (*Ketchum*, 24
21 Cal.4th at p. 1133.) Application of that rule is particularly appropriate where the case is
22 brought to redress important rights of vulnerable persons. (*Id.*) A risk enhancement is
23 “earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather,
24 it is intended to approximate market-level compensation for such services, which
25 typically includes a premium for the risk of nonpayment or delay in payment of attorney
26 fees.” (*Id.* at p. 1138.) **Multipliers normally range from two to four or higher.**
27 (*Wershba, supra*, 91 Cal.App.4th at p. 255; *see also Vizcaino v. Microsoft Corp.* (9th
28 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, Plaintiff’s Counsel has incurred a total of no less than **\$140,650.00** in attorneys’ lodestar fees, and we anticipate incurring at least another \$9,500.00 in lodestar fees. Plaintiff’s Counsel have also advanced **\$21,878.07** in total actual litigation costs. Thus, after reimbursement of our out-of-pocket expenses, the total fee request of \$330,000.00 represents a **2.35** multiplier of the lodestar fees incurred to-date in prosecuting this case.

1) *Risks presented by the contingent nature of the case*: The major consideration in determining the necessity of a multiplier is the contingent nature of the award. (*Ketchum III, supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel, supra*, 307 F.3d at p. 1008.) In determining what multiplier to award, the probability of success must be assessed *ex ante*, that is, as viewed from the outset of the case. (*See, e.g., Harman v. Lyphomed, Inc.* (7th Cir. 1991) 945 F.2d 969, 976.) Further, the possibility of no recovery is only one of the uncertainties involved in taking on such a case. Other uncertainties are the amount that will be recovered, uncertainty as to the cost, both in effort and expenses, and uncertainty about how much time will pass before the recovery is obtained. (*See, e.g., Ketchum*, 24 Cal.4th at pp. 1132–1133, 1138.) My office’s outlay of time and money in this case has been significant. In all, my office has spent *no less than* **189.8** hours to date investigating, analyzing, researching,

litigating, and negotiating a favorable resolution of this case, in addition to *a minimum of 10* hours that will be spent following final settlement approval, including to monitor settlement administration and distribution of funds, and has incurred \$21,878.07 in necessary litigation costs. Unsettled legal issues also presented risks to the claims in this case. My office bore the substantial risk of an uncertain outcome in agreeing to prosecute this PAGA action on a contingency fee basis, as well as the difficulties and delay inherent in such litigation. There was the prospect of the enormous cost inherent in PAGA representative action litigation, as well as extensive negotiations with corporate Defendants who vigorously opposed Plaintiff's claims and right to pursue their individual or class action claims in state court. My office risked significant time and expense to ensure a successful settlement. As detailed *supra*, the risks presented in this case were significant, and Defendants' defenses posed serious risks to the success of this PAGA matter on the merits, assuming we were first successful at proving the merits of Plaintiff's individual claims at arbitration. These risks illustrate the recognition by the California Supreme Court in *Ketchum III* that, if multipliers are not awarded to PAGA counsel in the cases that are successfully settled, counsel's fees are essentially being cut because the lodestar in and of itself would not account for contingent risk.

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

- 1 3) *Vigorous opposition by Defendant*: Counsel who skillfully overcome difficult issues
2 or uncompromising opposition in the litigation are entitled to a fee enhancement.
3 (*Serrano III, supra*, 20 Cal.3d at 49.) Here, before eventually agreeing to a
4 settlement, Defendants asserted a vigorous defense and challenged Plaintiff's ability
5 to litigate their individual and class action claims. The settlement effort was
6 protracted, with extended discussions and instances in which it appeared the Parties
7 would not reach a settlement. Further, proceeding to arbitration, and if successful,
8 then trial would have added years to the resolution of this case because of the
9 difficult legal and factual issues raised and the likelihood of appeals. Indeed, even
10 if Plaintiff prevailed on the representative PAGA claims at trial, assuming they were
11 first successful at arbitration, Defendants would likely have mounted an appeal.
- 12 4) *The extent to which litigation precluded other employment would justify an*
13 *enhancement*: There are only so many cases that my office can take at any one time.
14 Consequently, there were other meritorious cases presented to my office that would
15 have generated substantial fees, but were declined, during the pendency of this
16 action in order to devote the attention necessary to achieve favorable results.
- 17 5) *The result obtained would justify an enhancement*: The results obtained in litigation
18 can properly be used to enhance a lodestar calculation where an exceptional effort
19 produced excellent results. (*Graham, supra*, 34 Cal.4th at p. 582.) Here, the final
20 maximum settlement figure is **\$990,000.00**, which represents roughly **79%** of the
21 total realistic recovery, and which is subject to potential increase under the Escalator
22 Clause. Considered against the size of the PAGA Employees, the risks posed by
23 continued litigation, and the importance of the employment rights and a speedy
24 recovery, the relief provided under the Settlement represents a very strong result for
25 the PAGA Employees and LWDA.
- 26 6) *The use of a multiplier is permitted in PAGA actions*: PAGA provides that "[a]ny
27 employee who prevails in any action shall be entitled to an award of reasonable
28 attorney's fees and costs." (Lab. Code § 2699(k)(1).) Although, PAGA does not

1 provide a specific standard for evaluating attorneys' fees in connection with a
2 settlement of PAGA claims, California Courts have employed a lodestar analysis
3 and use of multipliers for this purpose. "Where a settlement produces a common
4 fund for the benefit of the entire class, courts have discretion to employ either the
5 lodestar method or the percentage-of-recovery method. . . . To guard against an
6 unreasonable result, the Ninth Circuit encourages district courts to "cross-check[]
7 their calculations against a second method. . . . Accordingly, the Court calculates
8 attorneys' fees in the instant case using the percentage-of-recovery method and then
9 cross-checks its calculations against the lodestar method." (*Hermosillo v. Davey*
10 *Tree Surgery Co.* (N.D. Cal. July 7, 2021) No. 18-CV-00393-LHK, 2021 WL
11 2826697, at *1 [quoting *In re Bluetooth Headset Prods. Liab. Litig.* (9th Cir. 2011)
12 654 F.3d 935, 942, 944–45].)

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

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

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

1 we cannot afford to represent an individual employee on a contingency basis if, at the end of our
2 representation, all we are to receive is our regular hourly rate for services. It is essential that we recover
3 more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue
4 representing other individuals in civil rights employment disputes.

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

- 8 a. Numerous interviews with Plaintiff and review of documents provided by her;
- 9 b. Legal research and investigation regarding the Defendant's practices at numerous points
10 in the litigation;
- 11 c. Preparation and submission of Plaintiff's PAGA Notice;
- 12 d. Preparation of multiple drafts of the original class action complaint and subsequent
13 amended complaint, as well as finalization and filing of said complaints;
- 14 e. Extensive meet-and-confer discussions with Defendants' counsel regarding the
15 arbitration agreement and the impact on the class action claims;
- 16 f. Formal and informal discovery activity;
- 17 g. Extensive meet-and-confer discussions with co-counsel regarding consolidation of the
18 actions;
- 19 h. Extensive meet-and-confer discussions with Defendants' counsel regarding mediator
20 selection and production of relevant documents and information in preparation for
21 mediation through informal discovery;
- 22 i. Analysis of Defendants' 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 mediation brief;
- 26 l. Attendance and active participation at a full day of mediation;
- 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 80. As of the drafting of this motion, my office has incurred **\$21,878.07** 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. (*See* Ex. 4.) These to-date expenses are summarized as follows:

- 10 (a) “PAGA Notice” of \$75.00: a one-time cost for submitting Plaintiff’s PAGA Notice to
11 the LWDA;
- 12 (b) “Berger Consulting Group” of \$6,287.50: costs of expert review of discovery for two
13 mediations (\$2,517.50 and \$3,770.00);
- 14 (c) “Jason Marsili” of \$9,000.00: costs for two mediations (\$4,500 each);
- 15 (d) “Magna Legal Services” of \$1,813.20: costs for certified copies of transcripts;
- 16 (e) “ACE,” “Amendment One Legal,” and “Journal Sacramento Superior Court” of
17 \$3,931.31: costs for purchasing court documents, and for filing and serving various
18 documents during this Action; and
- 19 (f) “AAA” and “JAMS” of \$771.06: costs of initiating arbitration services and related fees.

20 81. We anticipate incurring additional costs up to and after Settlement approval, including filing
21 costs for the approval motion and any notice of entry of approval order and judgment. However, at this
22 time, we are only requesting reimbursement of our to-date costs (\$21,878.07). Moreover, because our
23 costs are below the maximum allocation (\$40,000.00) under the Settlement, the difference (\$40,000.00 -
24 \$21,878.07= \$18,121.93) will revert to PAGA Penalties. (Settlement, ¶ II.B.2.b.) I respectfully submit
25 that our reimbursement request is fair and reasonable.

26 82. 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 Defendants of at least \$990,000.00 to
28 compensate PAGA Employees for Defendants’ alleged employment practices. I am informed and believe

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

3
4 I declare under penalty of perjury under the laws of the State of California that the foregoing is
5 true and correct. Executed on September 9, 2026, at Los Angeles, California.

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7 _____
Kane Moon
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