

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Phillip S. Song (SBN (326572)
Micaela de Guzman (SBN 363741)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: psong@moonlawgroup.com
E-mail: mdeguzman@moonlawgroup.com

Attorneys for Plaintiff Jacqueline Martinez Tapia

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

JACQUELINE MARTINEZ TAPIA,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

TRAFFIX DEVICES, INC.; and DOES 1
through 10, inclusive,

Defendants

Case No.: 30-2025-01506267-CU-OE-CXC

REPRESENTATIVE ACTION

**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 Jodey Lawrence, and [Proposed] PAGA
Approval Order and Judgment]

PAGA APPROVAL HEARING:

Date: January 28, 2027

Time: 2:00 p.m.

Dept.: CX102

Judge: Hon. Layne H. Melzer

Reservation Number: 74969319

Action filed: August 26, 2025

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

I, KANE MOON, declare as follows:

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

2. This declaration is submitted in support of Plaintiff's Motion for Approval of PAGA Settlement. Plaintiff seeks approval of a PAGA Settlement Agreement (the "Settlement") entered into with Defendant Traffix Devices, Inc. ("Defendant") (collectively, Plaintiff and Defendant are the "Parties"). A true and correct copy of the fully executed Settlement is attached hereto as **Exhibit 1**. Exhibit A to the Settlement contains the Parties' proposed *Notice of PAGA Settlement and Release of Claims* to be mailed to Aggrieved Employees with the settlement payments following settlement approval and Defendant's full settlement funding.

3. The proposed Settlement seeks to resolve all alleged claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff brought this PAGA action on behalf of herself and all persons employed by Defendant in California and classified as a non-exempt employee worked for Defendant during the PAGA Period (“Aggrieved Employees”). (Settlement, ¶ 1.4.) For purposes of settlement, the “PAGA Period” is August 23, 2024, to February 1, 2026. (*Id.* at ¶ 1.25.)

CASE BACKGROUND AND PROCEDURAL HISTORY

4. Defendant is a manufacturer of traffic control devices and crash attenuation products. Plaintiff worked for Defendant as a light assembly worker from approximately July 2024 and within the statutory period. Throughout her employment, Plaintiff was classified as non-exempt and paid on an hourly basis. Plaintiff contends she and her former coworkers were subjected to the same or similar unlawful labor practices during their employment by Defendant, including failure to pay all wages.

5. Plaintiff's claims for unpaid wages stems from allegations of Defendant's failure to pay employees all minimum, overtime, sick pay, meal premium pay, and regular rate wages owed, including due to Defendant's failure to compensate employees for off-the-clock work, such as for arriving early

1 and performing work duties such as walking the worksite and preparing for work, donning and doffing
2 into PPE equipment and waiting in line to clock in for shifts, and Defendant's failure to incorporate all
3 remunerations into the regular rate of pay. Plaintiff's meal and rest period claims are based on allegations
4 that due to the nature of their work and Defendant's employment practices, employees regularly experienced
5 missed, untimely, or interrupted breaks, and that Defendant failed to provide any premiums for non-compliant
6 rest breaks or all premiums for non-compliant meals. Plaintiff also alleges that Defendant failed to reimburse
7 employees for all reasonable and necessary business expenses incurred, including for the occasional use of
8 their personal cellphones for work purposes. Plaintiff further alleges she and other employees did not receive
9 all wages owed at the time of termination or accurate itemized wage statements due to Defendant's failure to
10 pay all wages and premiums. Accordingly, Plaintiff alleges Defendant is liable for civil penalties under
11 PAGA.

12 6. Because of the foregoing alleged violations of the Labor Code, Plaintiff filed a Class Action
13 Complaint on August 26, 2025, alleging Defendant systematically: (1) failed to pay minimum wages, (2)
14 failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest
15 breaks, (5) failed to indemnify necessary business expenses, (6) failed to timely pay final wages at
16 termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business
17 practices.

18 7. Pursuant to PAGA, on August 23, 2025, Plaintiff submitted notice of the alleged Labor Code
19 violations to the California Labor and Workforce Development Agency (the "LWDA"), with certified mail
20 service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff's PAGA Notice is
21 attached hereto as **Exhibit 2**. The administrative exhaustion period under PAGA expired without the LWDA
22 indicating any intent to investigate the allegations. On October 28, 2025, Plaintiff filed a First Amended Class
23 and Representative Action Complaint to allege a ninth cause of action for civil penalties under PAGA.

24 8. The Parties stipulated to submit Plaintiff's individual claims to binding arbitration based on an
25 arbitration agreement, which had a class action waiver, to dismiss the class allegations, and to stay the PAGA
26 representative action.

27 9. The First Amended Complaint, with the remaining representative claims under PAGA, is the
28 operative complaint in the Action (the "Operative Complaint."). Accordingly, Plaintiff is duly authorized to

1 act as a private attorney general with respect to the PAGA claims involved in this action.

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

5 11. Defendant denies the allegations in the Operative Complaint, denies any failure to comply
6 with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action
7 alleged.

8 DISCOVERY AND INVESTIGATION

9 12. The Parties agreed to resolve the representative PAGA claims without a mediator to preserve
10 costs and time. In preparation for negotiations, the Parties engaged in informal discovery exchange prior
11 to negotiations. Defendant provided information and documents, which enabled Plaintiff's Counsel to
12 meaningfully investigate Plaintiff's allegations and assess the value of the PAGA claims. Specifically,
13 Defendant produced Plaintiff's personnel file and her time and payroll records, documents regarding
14 Defendant's written policies and practices in effect during the relevant period, and a representative sample
15 of time and payroll data for the Aggrieved Employees.

16 13. Prior to negotiations, Plaintiff's Counsel reviewed and analyzed all the information that
17 Defendant produced, including the time/pay records and Defendant's written policies, in conjunction with
18 information provided by Plaintiff. Further, Plaintiff's Counsel investigated the applicable law regarding the
19 claims and defenses asserted in this action. Accordingly, Plaintiff's Counsel were able to evaluate the
20 probability of success on the merits and Defendant's monetary exposure. In sum, Plaintiff and her Counsel's
21 familiarity with the facts of the case and the legal issues involved allowed them to act intelligently in
22 negotiating the Settlement.

23 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

24 14. The Parties' negotiations were at arm's length and, though conducted in a professional
25 manner, were adversarial. Both sides went into the negotiations willing to explore the potential for a
26 settlement of the dispute, but they were also prepared to litigate their position through trial and appeal if
27 a settlement had not been reached. Negotiations were protracted, with extended discussions and instances
28 in which it appeared the Parties would not reach a resolution. Following a full discussion of the strengths

1 and weaknesses of the claims and defenses, the Parties ultimately reached a resolution, the material terms
2 of which are encompassed within the Settlement at issue.

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

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

14 KEY TERMS OF SETTLEMENT

15 17. Gross Settlement Amount, Funding, Disbursement, and Uncashed Checks. The Gross
16 Settlement Amount ("GSA") is \$112,500.00 and is non-reversionary. (Settlement, ¶ 3.1.) Defendant shall
17 fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fifteen (15)
18 calendar days after the Effective Date as defined under the Settlement. (*Id.* at ¶ 4.1.) Disbursement will occur
19 within 14 days after Defendant fully funds the GSA. (*Id.* at ¶ 4.2.) Any funds remaining uncashed and
20 cancelled after 180 days from issuance will be transmitted to the California Controller's Unclaimed Property
21 Fund in the name of the Aggrieved Employee who did not cash the check. (*Id.* at ¶¶ 4.2.1, 4.2.3.)

22 18. Escalator Clause. The GSA was negotiated based on an estimate that there are 4,353 aggregate
23 PAGA Pay Periods. (*Id.* at ¶ 8.) If the number of pay periods in the PAGA Period is 4,788 or more, the Gross
24 Settlement Amount shall be increased by the percentage that the actual number of pay periods exceeds 4,788.
25 (*Id.*) However, should the number of pay periods exceed 4,788, and Plaintiff elects to enforce the escalator
26 clause, Defendant will have the right, in the exercise of its sole discretion, to limit the PAGA Period to the
27 time at which the number of pay periods reaches 4,788. (*Id.*) If Defendant elects to limit the PAGA Period
28

1 to a time at which the number of pay periods reaches 4,788, Defendant must provide written notice of the
2 modified end date of the PAGA Period. (*Id.*)

3 19. PAGA Counsel Fees and Litigation Expenses Payment. The Settlement includes attorneys' fees
4 in an amount up to 30% of the GSA (i.e., at least \$33,750.00), plus reimbursement for out-of-pocket litigation
5 costs not to exceed \$20,000.00, payable to Plaintiff's Counsel from the GSA. (*Id.* at ¶ 3.2.1.) There is no fee-
6 splitting agreement. In the event actual costs are less and/or the amount of fees and costs approved by the
7 Court are less than the amounts requested, the difference will be allocated to the Net Settlement Amount. (*Id.*
8 at ¶ 1.17.) Plaintiff's Counsel have incurred \$1,920.84 in actual litigation costs to date. A true and correct
9 copy of a report showing these costs is attached hereto as **Exhibit 4.**

10 20. Administrator Expenses Payment. The Settlement provides for an Administration Expenses
11 Payment to the Administrator, payable from the GSA, in an amount up to \$4,000.00, for its fees and expenses
12 in administering this Settlement. (*Id.* at ¶ 3.2.2.) In the event the amount of actual administration costs is less
13 and/or the amount approved by the Court is less than requested, the difference will be allocated to the Net
14 Settlement Amount. (*Id.* at ¶ 1.17.) The Parties jointly selected Phoenix Class Action Administration
15 Solutions ("Phoenix") as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.2, 7.1.) A true and correct
16 copy of Phoenix's bid for \$4,000.00 is attached hereto as **Exhibit 5.**

17 21. Net Settlement Amount. After deducting the PAGA Counsel Fees and Litigation Expenses
18 Payments, and Administrator Expenses Payment from the GSA, in the amounts specifically approved by the
19 Court, any difference in the amounts requested and the amounts awarded will be allocated to the Net
20 Settlement Amount as PAGA Penalties. (*Id.* at ¶ 1.17.) Accordingly, the PAGA Penalties is estimated to be
21 **\$72,829.16,¹** which will be distributed 65% (i.e., 65% * \$72,829.16= **\$47,338.95**) to the LWDA and 35%
22 (i.e., 35% * \$72,829.16= **\$25,490.21**) to Aggrieved Employees pursuant to PAGA law governing Plaintiff's
23 claims.

24 22. Settlement Payments. Each Aggrieved Employee will be entitled to his or her pro rata amount
25 from the 35% share of PAGA Penalties that is directly proportional to the number of pay periods worked in
26

27 ¹ The estimated Net Settlement Amount was calculated by deducting the following amounts from the
28 GSA (\$112,500.00): \$1,920.84 for the PAGA Counsel Litigation Expenses Payment, \$33,750.00 for the
PAGA Counsel Fees Payment, and \$4,000.00 for the Administrator Expenses Payment. (Settlement, ¶ 3.2.)

1 the PAGA Period without having to submit any claim form. (*Id.* at ¶¶ 1.13, 3.1, 3.2.3.a.) This results in an
2 average Individual PAGA Payment of roughly **\$163.40** for each of the estimated 156 Aggrieved Employees
3 (\$25,490.21 / 156), and a PAGA Pay Period value of **\$5.86** for each of the 4,353 estimated PAGA Pay
4 Periods (\$25,490.21 / 4,353). Assuming an Aggrieved Employee worked one Pay Period, the lowest PAGA
5 payment to an Aggrieved Employee is estimated to be \$5.86 (1 Pay Period x \$5.86 average Pay Period value).
6 Assuming an Aggrieved Employee worked 38 Pay Periods (maximum number of biweekly Pay Periods in
7 the PAGA Period), the highest PAGA payment is estimated to be \$222.68 (38 Pay Periods x \$5.86 average
8 Pay Period value). Aggrieved Employees assume full responsibility and liability for any taxes owed on their
9 Individual PAGA Payment. (*Id.* at ¶ 3.2.3.a.)

10 23. Releases of Claims. Upon approval by the Court of the Settlement and as of the Effective Date,
11 Plaintiff, the State of California and all Aggrieved Employees are deemed to release, on behalf of themselves
12 and their respective former and present representatives, agents, attorneys, administrators, successors, and
13 assigns, the Released Parties from all claims, rights, demands, liabilities, causes of action, and theories of
14 liability for PAGA penalties that were pled or could have been pled based on the facts pled in the PAGA
15 Notice and Operative Complaint during the PAGA Period. (*Id.* at ¶ 5.1) The Aggrieved Employees are only
16 releasing their claims under California Labor Code § 2698, et seq. and are not releasing any other claims. (*Id.*)
17 The “Released Parties” are “Defendant and its, present and future subsidiaries, parents, affiliated
18 predecessors, successors or assigns.” (*Id.* at 1.28.)

19 24. No Related Cases. The Parties, PAGA Counsel, and Defense Counsel represent that they are not
20 aware of any other pending matter or action asserting claims that will be extinguished or affected by the
21 Settlement. (*Id.* at ¶ 2.9.)

22 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

23 25. There can be no doubt that this Settlement is the result of vigorous, adversarial, non-collusive,
24 and arm’s-length negotiations between the Parties. Based on Plaintiff’s Counsel’s analysis of the arguments
25 and information provided by Defendant and on information from Plaintiff, Plaintiff’s Counsel evaluated
26 Defendant’s both maximum and risk-adjusted potential exposure in preparation for negotiations. While
27 Plaintiff and Plaintiff’s Counsel continue to believe in the merits of Plaintiff’s claims, the records themselves
28 did not provide strong support for the off-the-clock work, rest period, and expense reimbursement claims,

1 and derivative penalties for those claims, as these claims are predominantly testimony based. In other words,
2 Plaintiff's analysis revealed that certain claims were not as strong as originally believed.

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

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

20 28. Even as to the regular rate and meal period claims, our analysis found that Defendant's exposure
21 is less than initially believed and Defendant also presented strong arguments against the claims. As to meal
22 periods, Defendant argued that it provided Aggrieved Employees with the opportunity to take code-compliant
23 meal periods and to the extent there was any violation, which Defendant disputes, it was a result of an
24 Aggrieved Employee voluntarily foregoing their meal period. As to the regular rate claim, Defendant argues
25 that any additional payments at issue were discretionary bonuses that were not required to be incorporated
26 into the regular rate of pay. Defendant also argued the individualized and testimony-intensive nature of
27 Plaintiff's claims could bar manageability of this representative action or otherwise significantly reduce
28 Defendant's overall liability.

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

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

14 31. Based on the foregoing, Plaintiff's Counsel believe it is more reasonable to assess penalties on
15 a \$100 civil penalty per pay period basis pursuant to Labor Code § 2699(f)(2)(A) for each of the estimated
16 4,353 pay periods at issue, as opposed to a claim-by-claim approach. Accordingly, Plaintiff's Counsel
17 estimate Defendant's maximum PAGA exposure to be **\$435,300.00** (\$100 x 4,353). The GSA of \$112,500
18 represents **26%** of the maximum exposure (\$112,500 / \$435,300). However, based on the discovery,
19 Defendant's arguments at negotiations and continued settlement discussions, an understanding that the
20 claims are heavily dependent on the unlikely participation by Aggrieved Employees and their varying
21 employment experience, and other important considerations discussed above, it is reasonable to assume a
22 violation occurred in at most one-third of all pay periods, which results in a realistic (*risk-adjusted*)
23 exposure of **\$145,100.00** (\$435,300.00 / 3). As a result, the GSA of \$112,500.00 represents roughly **78%**
24 of the realistic exposure (\$112,500 / \$145,100).

25 32. The proposed Settlement therefore represents a substantial recovery when compared to both the
26 maximum and the reasonably forecasted recovery. When considering the risks of litigation, the uncertainties
27 involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of
28 appeal, it is clear the GSA of \$112,500 is within the "ballpark" of reasonableness, and that settlement approval

1 is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133; *see Munoz v. BCI*
2 *Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar* does not require
3 “an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its
4 claims,” but instead, only an “understanding of the amount that is in controversy and the realistic range of
5 outcomes of the litigation”].)

6 33. The \$112,500 GSA amounts to “genuine and meaningful” relief. This is an excellent result,
7 particularly because, under the Settlement, Aggrieved Employees and the LWDA will receive timely,
8 guaranteed relief and will avoid the risk of not being able to recover anything at all.

9 34. The Settlement is a fair and reasonable resolution that satisfies PAGA’s dual statutory purposes
10 of deterrence and punishment, on the one hand, and providing Aggrieved Employees with genuine and
11 meaningful relief, on the other. As a result of this litigation, Defendant has had to hire legal counsel,
12 engage in employee-wide discovery, and participate in negotiations. Assuming approval is granted,
13 Defendant will also have to pay civil penalties pursuant to PAGA. Not including its own attorneys’ fees
14 and costs, Defendant will pay \$112,500 to resolve this matter—of which \$72,829.16 is allocated toward
15 PAGA Penalties and will be distributed as 65% to the LWDA and 35% to Aggrieved Employees, in
16 compliance with PAGA law governing the claims in this Action. (Settlement, ¶ 1.13, 3.2.3.) This amount
17 represents roughly **50%** of the realistic exposure for the claims (\$72,829.16 / \$145,100.00), as discussed
18 above. Additionally, the release obtained under the Settlement does not preclude Aggrieved Employees
19 from pursuing any individual (non-PAGA) claims they may have against Defendant or the other Released
20 Parties. (*See id.* at ¶ 5.1.)

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

27 36. Although Plaintiff’s Counsel believe there is merit to Plaintiff’s allegations, they also
28 acknowledge a legitimate controversy exists as to each allegation. Plaintiff’s Counsel also recognize that

1 proving the amounts of penalties owed to each Aggrieved Employee would be an expensive, time-consuming,
2 and uncertain proposition.

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

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

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

23 40. The Settlement avoids the significant risks, burdens, and the accompanying expense of further
24 litigation. Though the Parties have engaged in a significant amount of investigation, informal discovery,
25 and employee data analysis, they have not participated in formal discovery procedures, including
26 depositions and expert discovery. Moreover, Plaintiff would have to proceed with arbitration of her
27 individual claims and win on the merits before proceeding with litigation of the representative PAGA
28 claims. Preparation for trial and the prospect of appeals in the wake of any summary judgment ruling would

1 remain for the Parties. As a result, the Parties would incur considerably more attorneys' fees and costs
2 through trial, a lengthy and uncertain process that could result in recovering less than was settled for.

3 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

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

Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, eff. January 12, 2026, with Judiciary Salary Plan of Washington-Baltimore-Arlington, eff. January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). Accordingly, my current billing rate of \$950.00 per hour is reasonable.

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

size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

46. Allen Feghali is a 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.

47. 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 roughly 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. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage-and-hour class and PAGA representative actions.

48. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual rate in wage-and-hour litigations. Based on Mr. Feghali's 11+ years of experience out of law school, 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.

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

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

- (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was granted in part.
- (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397), which is not currently scheduled for hearing.
- (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No. 19STCV44400), which was granted, in part, and denied, in part, in October 2022.
- (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV 20-1448 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage-and-hour class alleging that Plaintiff's claims were pre-empted by the Labor Management Relations Act.
- (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.
- (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 13, 2018) No. 2:17-cv-09056-RSWL-MRWx, 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the individual defendant, who was alleged to have harassed the plaintiff under FEHA, was a proper defendant.
- (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has resolved or assisted in the resolution of approximately 100 cases which has resulted in millions of dollars of unpaid wages being returned to low-wage employees.

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

50. 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).

LILIT TER-ASTVATSATRYAN'S EXPERIENCE AND QUALIFICATIONS

51. Lilit Ter-Astvatsatryan is a Partner at Moon Law Group, PC. Since she was admitted to the California Bar, her practice has exclusively focused on labor and employment class action lawsuits involving California and federal labor laws.

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

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

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

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

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

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

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

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

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

- (b) *Andres De La Riva Sotelo v. Belfor USA Group, Inc.*, Los Angeles Superior Court, Case No. BC688895;
- (c) *Carlos Vertti v. Bagcraft Papercon III, LLC, et al.*, Los Angeles Superior Court, Case No. 19STCV12729;
- (d) *Christopher Thurman v. Wanton Group SP, LLC, et al.*, Los Angeles Superior Court, Case No. 19STCV18772;
- (e) *Francisca Velasco v. Paige, LLC*, Los Angeles Superior Court, Case No. 19STCV12114;
- (f) *Jose Montoya v. The Golden 1 Credit Union*, Sacramento Superior Court, Case No. 34-2018-00228252;
- (g) *Malu Vaesau v. Double AA Corporation*, San Francisco Superior Court, Case No. CGC-19-572598;
- (h) *Tyler Jones v. Citiguard, Inc.*, Los Angeles Superior Court, Case No. BC664890; and
- (i) *Venancio Miranda v. Maximum Nursery, Inc.*, Santa Barbara Superior Court, Case No. 19STCV06041.

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

- (a) Lilit Ter-Astvatsatryan and H. Scott Leviant, *Where Troester Stops Not Even Troester Knows*, Daily Journal (Los Angeles & San Francisco), July 2, 2019; and
- (b) Lilit Ter-Astvatsatryan and H. Scott Leviant, *Unaccounted Time: Reading the Tea Leaves of Troester*, Daily Journal (Los Angeles & San Francisco), September 12, 2018.

S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS

58. S. Phillip Song is a Senior Attorney at my office. He received his undergraduate degree in 2006 from the University of Houston, graduating cum laude with a Communications B.A. and minor in Accounting. Mr. Song earned his Juris Doctor degree in 2011 from the University of Houston Law Center.

1 Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is presently admitted to practice in
2 all state courts of California (admitted in 2019), and before all federal district courts in California.

3 59. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and
4 employment law. Mr. Song has worked on numerous class action cases and representative actions that have
5 been granted final approval, including *Paez et al. v. C&R Restaurant Group, LP*, Kern County Superior Court,
6 Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc.*, San Luis Obispo County
7 Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc.*, Solano County Superior
8 Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc.*, Sacramento County Superior Court,
9 Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats (Stockton), LLC*, San Joaquin County Superior
10 Court, Case No. STK-CV-UOE-2018-0012758; *Garcia v. Continental Intermodal Group LP dba CIG*
11 *Logistics*, Kern County Superior Court, Case No. BCV-19-102776; *Tourchette adv. Finelite, Inc.*, Alameda
12 County Superior Court, Case No. RG19022885; *Touch v. Presidio Components, Inc.*, Kern County Superior
13 Court, Case No. BCV-20-101005; *Johnston v. Environmental Logistics, Inc.*, Kern County Superior Court,
14 Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste Minimization, Inc.*, Kern County Superior
15 Court, Case No. BCV-19-102248-SDS; *Priess v. Fiore Management LLC dba CannDESCENT*, Kern County
16 Superior Court, Case No. BCV-20-100930; *Alcantar v. Bay Equity LLC*, Marin County Superior Court, Case
17 No. CIV1903376; *Spier v. Gibbs International, Inc.*, Kern County Superior Court, Case No. BCV-19-
18 101774-DRL; *Borghi v. Goldco Direct LLC dba Goldco Precious Metals*, Ventura County Superior Court,
19 Case No. 56-2019-00533053-CU-OE-VTA; *Williams v. Aetna, Inc., et al.*, Alameda County Superior Court,
20 Case No. RG19004083; *Singh v. Ryzen*, Alameda County Superior Court, Case No. RG19039158; *Hoshaw*
21 *v. Sutherland Healthcare*, Los Angeles County Superior Court, Case No. 19STCV33165; *Hart v. Zazzle, Inc.*,
22 San Mateo County Superior, Court Case No. 20-CIV-01321; *Stacy v. Branded Group, Inc.* Kern County
23 Superior Court, Case No. BCV-21- 100443-BCB; *Angeles v. iKrusher, Inc.*, Los Angeles County Superior
24 Court, Case No. MSC20-01312, *Zuniga v. Central Valley Concrete, Inc.*, Merced County Superior Court,
25 Case No. 20CV-00490; *Gomez v. IHI Power Services Corp.*, Merced County Superior Court, Case No.
26 20CV-02657; *Martinez v. N.A.F.T.A Distributors*, San Bernardino County Superior Court, Case No.
27 CIVDS1938970; *Bandril v. Plastikon Industries*, Alameda County Superior Court, Case No. RG19038227;
28 *Williams v. National Construction Rentals, Inc.*, Alameda County Superior Court, Case No. RG20075904;

1 *Pho v. Kruger Foods, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0002099;
2 *Collins v. Mobile Medical Examination Services, LLC dba MEDXM*, Orange County Superior Court, Case
3 No. 30-2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC, et al.*, San Bernardino County
4 Superior Court, Case No. CIVDS1915438 (Consolidated with Case No. CIVDS2023661); *Weber v. Sunrise*
5 *Medical (US) LLC*, Merced County Superior Court, Case No. 20CV-01461 (Consolidated with Case No.
6 20CV-01707); *Flores v. Rivermaid Trading Company*, San Joaquin County Superior Court, Case No. STK-
7 CV-UOE-2020-0008623; *Guzman v. Bentley Mills, Inc.*, Los Angeles County Superior Court, Case No.
8 20PSCV00789; and *Ferrara v. South Coast Winery, Inc.*, Riverside County Superior Court, Case No.
9 CVRI2101920 (Consolidated with Case Nos. CVRI2102449 and MCC2001498).

10 60. Mr. Song is currently handling multiple class action and PAGA matters. Mr. Song's current
11 billing rate is \$775.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr.
12 Song's 13 years of experience as a practicing attorney, his Laffey Matrix rate with a 2.53% adjustment is
13 \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (See Ex. 6.) As compared to the Laffey
14 Matrix rate and when considering his experience, Mr. Song's billing rate of \$775.00 per hour is reasonable.

15 MICAELA DE GUZMAN'S EXPERIENCE AND QUALIFICATIONS

16 61. Micaela L. De Guzman is an associate attorney at Moon Law Group, PC and represents
17 employees in all aspects of employment litigation, including wage-and-hour class actions and PAGA
18 representative actions involving claims related to overtime and minimum wages, meal and rest break
19 violations, improper wage statements, and unfair business practices.

20 62. Ms. De Guzman earned her Juris Doctor from Ateneo de Manila University School of Law and
21 her Master of Laws (LL.M.) in Privacy Law, Cybersecurity, and Artificial Intelligence from the University
22 of Southern California Gould School of Law. She is a Certified Information Privacy Manager (CIPM) and a
23 Certified Information Privacy Professional/Europe (CIPP/E). She became an Active Member of the State Bar
24 of California in November 2025 and has been an Active Member in good standing continuously since. She is
25 also licensed to practice law in the Philippines.

26 63. Before joining Moon Law Group, Ms. De Guzman served as Legal Counsel at SAP in Australia
27 and New Zealand, supporting commercial transactions. She also served as Legal and Data Privacy Officer at
28 Brankas, a fintech company in Southeast Asia, where she led legal strategies on open finance and cross-border

1 compliance. Earlier in her career, she practiced litigation and corporate law in the Philippines, representing
2 clients in civil, labor, and construction disputes. She has also volunteered with various human rights
3 initiatives. Ms. De Guzman is fluent in English and Filipino.

4 64. Ms. De Guzman's billing rate is \$450.00 per hour. Based on Ms. De Guzman's less than one year
5 of experience, her Laffey Matrix rate with a 2.53% adjustment is \$520.85 per hour (\$508 Laffey Matrix rate
6 + (2.53% x \$508)). (See Exhibit 6.) As compared to the Laffey Matrix rate and when considering her
7 experience, an hourly rate of \$450.00 is reasonable.

8 HYUNJIN KIM'S EXPERIENCE AND QUALIFICATIONS

9 65. Hyunjin Kim was an associate attorney at Moon Law Group, PC. Ms. Kim represented
10 employees in all aspects of employment litigation, including wage and hour class and representative actions
11 involving claims related to overtime and minimum wages, meal and rest break violations, improper wage
12 statements, the California Private Attorneys General Act, and unfair business practices.

13 66. Ms. Kim received her Bachelor of Science in Food Science and Nutrition from Seoul National
14 University in South Korea and her Juris Doctorate from Georgetown University Law Center. Ms. Kim has
15 been a member in good standing with the California State Bar since November 2022. Additionally, Ms. Kim
16 is a member in good standing in the United States District Court for the Central District.

17 67. Ms. Kim's billing rate was \$675 per hour, which was her usual hourly rate in wage and hour
18 litigations. Based on Ms. Kim's nearly 4 years of experience, her Laffey Matrix rate with a 2.53% adjustment
19 is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x \$625)). (See Ex. 6.) As compared to the Laffey
20 Matrix rate and when considering her experience, Ms. Kim's billing rate of \$675 per hour is reasonable. Ms.
21 Kim's litigation experience includes, but is not limited to:

- 22 (a) Ms. Kim prepared the appellate supplemental brief for *Sanchez v. MC Painting*,
23 in the Fourth Appellate District in the Court of Appeal of the State of California,
24 No. D078817, on the issue of the enforceability of the defendant's arbitration
25 agreement as to the plaintiff's PAGA claim, which has been under submission
26 since December 2023.

(b) Ms. Kim prepared the class certification motion for *Perez v. CR Laurence Co. Inc.*, in the Los Angeles Superior Court Case No. 20STCV32484, which has been granted in part and denied in part in February 2024.

(c) Ms. Kim successfully remanded a case from the United States District Court for the Central District of California to the San Bernardino County Superior Court, Case No., CIVSB2132323.

68. Furthermore, a selection of settled class actions that have received preliminary and/or final settlement approval and PAGA-only approved settlements in which Ms. Kim assisted includes the following: *Alkaddomui v. Fremont Automotive Acquisition* (Alameda County No. RG21106760) (\$137,500 for 240 aggrieved employees); *Arriaga v. Airline Tech Reps, LLC, et al.* (Los Angeles County No. 21STCV45061) (\$550,000.00 for approx. 289 class members); *Avila v. QRM Corp. et al.* (San Diego County, No. 37-2022-00012692-CU-OE-CTL) (\$400,000.00 for approx. 150 class members); *Guerra v. Buffalo Spot 2 AZ, LLC, et al.* (Los Angeles County No. 22STCV16054) (\$260,000.00 for approx. 615 class members); *Guillen v. Kerr Corporation* (Orange County, No. 30-2021-01217243-CU-OE-CXC) (\$550,000.00 for 232 class members); *Herrera v. The Lloyd Pest Control Co.* (San Diego County No. 37-2018-0005210-CU-OE-CTL) (\$150,000.00 for approx. 574 aggrieved employees); *Irons v. Sumitomo Electric Interconnect Products, Inc.* (San Diego County, No. 37-2021-00035431-CU-OE-CTL) (\$825,000 for approx. 363 class members); *Martinez v. High Desert Auto Supply, Inc.* (San Bernardino County No. CIVSB2206780) (\$450,000.00 for approx. 163 class members); *Phakhailathvone v. Orange Crush Athletics, et al.* (Sacramento County, No. 34-2021-00308178-CU-OE-GDS) (\$400,000.00 for 1,333 class members); *Porter Brown v. Acrisure of California, LLC* (Orange County No. 30-2022-01276438-CU-OE-CXC) (\$3,997,500.00 for approx. 1,185 class members); *Scott v. Polly's Inc., et al.* (Los Angeles County No. 21STCV09769) (\$185,000.00 for approx. 1,853 aggrieved employees); *Vazquez v. St. Mar 2.0 Incorporated, et al.* (San Diego County No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000 for 3,003 class members); *Yaqub v. Spoelstra LLC* (San Bernardino County, No. CIVSB2132322) (\$250,000.00 for 161 class members).

PAGA COUNSEL'S EXPERIENCE AND QUALIFICATIONS

69. As demonstrated by the foregoing, my office is qualified to handle this litigation because we are experienced in litigating Labor Code and Wage Order violations in individual, class,

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

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

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

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

25 REQUEST FOR ATTORNEYS' FEES AND COSTS

26 73. In line with the Settlement, my firm requests an award of attorneys' fees in an amount of 30%
27 of the GSA (i.e., \$33,750.00), plus reimbursement for actual litigation costs in the amount of \$1,920.84
28 (Settlement, ¶ 3.2.1.)

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

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

Attorney	Rate	Hours	Lodestar
Kane Moon	\$950.00	11.8	\$11,210.00
Allen Feghali	\$900.00	3.7	\$3,330.00
Lilit Ter-Astvatsatryan	\$850.00	13.9	\$11,815.00
S. Phillip Song	\$775.00	3.8	\$2,945.00
Micaela De Guzman	\$450.00	24	\$10,800.00
Hyunjin Kim	\$675.00	7.1	\$4,792.50
	Total:	64.3	\$44,892.50

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

77. “California case law permits fee awards in the absence of detailed time sheets.” (*Wershba v. Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 255.) The Court “should defer to the winning lawyer’s professional judgment as to how much time he was required to spend on the case.” (*Moreno v. City of Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112.) True and correct billing records of myself, Mr. Feghali, Ms. Ter-Astvatsatryan, Mr. Song, Ms. Kim, and Ms. De Guzman are attached hereto as **Exhibit 9**. I am

1 familiar with most aspects of this case and tasks undertaken by the various members of my firm in litigating
2 this case. As discussed below, application of a positive multiplier is warranted in this case *but is not requested*.

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

8 (a) Number of Hours Expended by My Office is Reasonable: As set forth in this declaration, my
9 office expended a significant amount of time litigating the case to achieve an excellent result on
10 behalf of the Aggrieved Employees. To date, my office has spent no less than **64.3 hours**
11 litigating this case. In the event the Court grants settlement approval, my office will spend
12 additional time related to this litigation, including to monitor administration of the settlement
13 after approval, committing no less, although likely more, than **10** hours to those additional tasks.
14 The number of hours that my office has and will devote to this case is reasonable. (*See, e.g.,*
15 *Ketchum III v. Moses* (2001) 24 Cal.4th 1122, 1133 [fee award should be fully compensatory
16 and, “absent circumstances rendering the award unjust, an attorney fee award should ordinarily
17 include compensation for *all* the hours *reasonably spent*”] [emphasis in original]; *Serrano v.*
18 *Unruh* (1982) 32 Cal. 3d 621, 624 [counsel are entitled to compensation for all hours reasonably
19 expended]; *Hensley, supra*, 461 U.S. at pp. 435–36; *Caudle v. Bristow Optical Co.* (9th Cir.
20 2000) 224 F.3d 1014, 1028; *Cabrales v. Cty. of L.A.* (9th Cir. 1991) 935 F.2d 1050, 1052–53.)
21 As discussed above, my office was required to expend considerable time and resources to
22 investigate, litigate, and successfully settle these claims for the benefit of the Aggrieved
23 Employees.

24 (b) The Attorneys’ Hourly Rates are Reasonable: “[T]he established standard when determining a
25 reasonable hourly rate is the ‘rate prevailing in the community for similar work performed by
26 attorneys of comparable skill, experience, and reputation.’” (*Camacho v. Bridgeport Fin., Inc.*
27 (9th Cir. 2008) 523 F.3d 973, 979 [quoting *Barjon v. Dalton* (9th Cir. 1997) 132 F.3d 496, 502].)
28 This rule applies even when, as here, the attorneys representing a named plaintiff perform the

work on a contingent fee basis. (See, e.g., *Robertson v. Fleetwood Travel Trailers of Cal., Inc.* (2006) 144 Cal.App.4th 785, 818; *Blanchard v. Bergeron* (1989) 489 U.S. 87, 96.) These hourly rates are reasonable in light of the significant experience, expertise, and skill my firm brought to this action. Rates are reasonable if they are “within the range of reasonable rates charged by and judicially awarded comparable attorneys for comparable work.” (*Children’s Hosp. & Med. Ctr. v. Bonta* (2002) 97 Cal.App.4th 740, 783.) The trial court may “find hourly rates reasonable based on evidence of other courts approving similar rates.” (*Parkinson v. Hyundai Motor Am.* (C.D. Cal. 2010) 796 F.Supp.2d 1160, 1172.) The attorneys at Moon Law Group, PC are experienced litigators who specialize in employment law, with a substantial wage-and-hour class action practice. The hourly rates of each attorney are also reasonable as compared to their respective Laffey Matrix rates as explained *supra*. Moreover, these rates are not opposed or challenged, and have been approved by other courts, as explained *supra*.

(c) Application of a Multiplier Is Warranted (but not requested): Once this lodestar figure has been determined, the Court may take into account other “enhancement” factors to adjust the lodestar award. As the California Supreme Court has held, contingency fees should be higher than fees for the same legal services paid concurrently with the provision of the services. (*Ketchum III, supra*, 24 Cal.4th at pp. 1132–33; see also *Fischel v. Equitable Life Assurance Soc’y of the U.S.* (9th Cir. 2002) 307 F.3d 997, 1008.) “A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases.” (*Ketchum*, 24 Cal.4th at p. 1133.) Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. (*Id.*) A risk enhancement is “earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather, it is intended to approximate market-level compensation for such services, which typically includes a premium for the risk of nonpayment or delay in payment of attorney fees.” (*Id.* at p. 1138.) **Multipliers normally range from two to four or higher.** (*Wershba, supra*, 91 Cal.App.4th at p. 255; see also *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, n.6 [“most” common fund cases apply a multiplier of 1.0–4.0]; *Been v. O.K. Indus.,*

1 *Inc.* (E.D. Okla. 2011, No. CIV–02–285–RAW) 2011 WL 4478766, *11 [citing a study
2 “reporting [an] average multiplier of 3.89 in survey of 1,120 class action cases” and finding that
3 a multiplier of 1.22 would be “per se reasonable”].) Factors considered in determining whether
4 a lodestar multiplier is appropriate generally include: (1) the risks presented by the contingent
5 nature of the case; (2) the novelty and difficulty of the questions involved and the skill requisite
6 to perform the legal service properly; (3) the nature of the opposition; (4) the preclusion of other
7 employment by the attorney due to acceptance of the case; and (5) the result obtained and the
8 importance of the lawsuit to the public. (*Serrano v. Ivy Baker Priest* (1977) 20 Cal. 3d 25, 48–
9 49 [hereinafter “*Serrano III*”].) All these factors favor approval of a multiplier along the lines of
10 those approved in the cases above. To date, my office has incurred no less than **\$44,892.50** in
11 attorneys’ lodestar fees, anticipates incurring at least another \$9,500.00 in lodestar fees, and has
12 advanced **\$1,920.84** in actual litigation costs. Thus, after reimbursement of our out-of-pocket
13 expenses, the fee request of \$33,750.00 represents a **0.75 multiplier** of the lodestar fees incurred
14 to-date in prosecuting this case. In other words, the lodestar fees *are greater* than the fee request.

15 1) *Risks presented by the contingent nature of the case:* The major consideration in determining
16 the necessity of a multiplier is the contingent nature of the award. (*Ketchum III, supra*, 24
17 Cal.4th at pp. 1132–33; *see also Fischel, supra*, 307 F.3d at p. 1008.) In determining what
18 multiplier to award, the probability of success must be assessed *ex ante*, that is, as viewed
19 from the outset of the case. (*See, e.g., Harman v. Lyphomed, Inc.* (7th Cir. 1991) 945 F.2d
20 969, 976.) Further, the possibility of no recovery is only one of the uncertainties involved in
21 taking on such a case. Other uncertainties are the amount that will be recovered, uncertainty
22 as to the cost, both in effort and expenses, and uncertainty about how much time will pass
23 before the recovery is obtained. (*See, e.g., Ketchum*, 24 Cal.4th at pp. 1132–1133, 1138.)
24 My office’s outlay of time and money in this case has been significant. In all, my office has
25 spent *no less than* **64.3** hours to date investigating, analyzing, researching, litigating, and
26 negotiating a favorable resolution of this case, in addition to *a minimum of* **10** hours that will
27 be spent following final settlement approval, including to monitor settlement administration
28 and distribution of funds, and has incurred \$1,920.84 in necessary litigation costs. Unsettled

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

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

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

1 the difficult legal and factual issues raised and the likelihood of appeals. Indeed, even if
2 Plaintiff prevailed on the representative PAGA claims at trial, assuming she was first
3 successful at arbitration, Defendant would likely have mounted an appeal.

4 4) *The extent to which litigation precluded other employment would justify an enhancement:*

5 There are only so many cases that my office can take at any one time. Consequently, there
6 were other meritorious cases presented to my office that would have generated substantial
7 fees, but were declined, during the pendency of this action in order to devote the attention
8 necessary to achieve favorable results.

9 5) *The result obtained would justify an enhancement:* The results obtained in litigation can
10 properly be used to enhance a lodestar calculation where an exceptional effort produced
11 excellent results. (*Graham, supra*, 34 Cal.4th at p. 582.) Here, the final maximum settlement
12 figure is **\$112,500**, which represents roughly **78%** of the total realistic recovery. Considered
13 against the size of the Aggrieved Employees, the risks posed by continued litigation, and the
14 importance of the employment rights and a speedy recovery, the relief provided under the
15 Settlement represents a very strong result for the Aggrieved Employees and LWDA.

16 6) *The use of a multiplier is permitted in PAGA actions:* PAGA provides that “[a]ny employee
17 who prevails in any action shall be entitled to an award of reasonable attorney’s fees and
18 costs.” (Lab. Code § 2699(k)(1).) Although, PAGA does not provide a specific standard for
19 evaluating attorneys’ fees in connection with a settlement of PAGA claims, California
20 Courts have employed a lodestar analysis and use of multipliers for this purpose. “Where a
21 settlement produces a common fund for the benefit of the entire class, courts have discretion
22 to employ either the lodestar method or the percentage-of-recovery method. . . . To guard
23 against an unreasonable result, the Ninth Circuit encourages district courts to “cross-check[]
24 their calculations against a second method. . . . Accordingly, the Court calculates attorneys’
25 fees in the instant case using the percentage-of-recovery method and then cross-checks its
26 calculations against the lodestar method.” (*Hermosillo v. Davey Tree Surgery Co.* (N.D. Cal.
27 July 7, 2021) No. 18-CV-00393-LHK, 2021 WL 2826697, at *1 [quoting *In re Bluetooth*
28 *Headset Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942, 944–45].)

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

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

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

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

- 23 a. Numerous interviews with Plaintiff and review of documents provided by her;
- 24 b. Legal research and investigation regarding the Defendant's practices at numerous points in
25 the litigation;
- 26 c. Preparation and submission of Plaintiff's PAGA Notice;
- 27 d. Preparation of multiple drafts of the original class action complaint and subsequent amended
28 complaint, as well as finalization and filing of said complaints;

- e. Extensive meet-and-confer discussions with Defendant's counsel regarding the arbitration agreement and the impact on Plaintiff's class action claims;
- f. Informal discovery activity;
- g. Extensive meet-and-confer discussions with Defendant's counsel regarding negotiations and production of relevant documents and information in preparation for negotiations through informal discovery;
- h. Analysis of Defendant's informal discovery production;
- i. Contacting witnesses;
- j. Research and preparation of negotiations;
- k. Attendance and active participation in negotiations;
- l. Drafting, negotiating, and reviewing multiple drafts of the Settlement and its attachment;
- m. Preparation and submission of the instant motion for settlement approval and accompanying filings;
- n. Anticipated preparation for and attendance at the hearing on the motion for approval, monitoring approval of the Settlement and requested awards, and overseeing the administration process and distribution of funds; and
- o. Communications with Plaintiff throughout the case.

83. As of the drafting of this motion, my office has incurred **\$1,920.84** in expenses litigating this action without any reimbursement. These expenses were reasonably necessary to the litigation and were actually incurred by my office. These to-date expenses are summarized as follows:

- (a) "LWDA": a one-time cost for submitting Plaintiff's PAGA Notice to the LWDA;
- (b) "One Legal – Complaint": the costs for filing the complaint; and
- (c) "ACE," "One Legal," and "OCSC": costs for purchasing court documents, and for filing and serving various documents during this Action

84. We anticipate incurring additional costs up to and after Settlement approval, including filing costs for the approval motion and any notice of entry of approval order and judgment. However, at this time, we are only requesting reimbursement of our to-date costs (\$1,920.84). Moreover, because our costs are below the maximum allocation (\$20,000) under the Settlement, the difference (\$20,000 - \$1,920.84=

1 \$18,079.16) will revert to PAGA Penalties. (Settlement, ¶ 3.2.1.) I respectfully submit that our reimbursement
2 request is fair and reasonable.

3 85. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has
4 been reached that includes a non-reversionary payment by Defendant of \$112,500 to compensate Aggrieved
5 Employees for Defendant's alleged employment practices. I am informed and believe that, without the efforts
6 of my office or Plaintiff, the Labor Code and Wage Order violations alleged in this action would have gone
7 completely unremedied.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
9 and correct. Executed on September 29, 2026, at Los Angeles, California.

10
11 _____
12 Kane Moon
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28