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

SUZANNE DOHERTY OHMAN, individually,  
and on behalf of all others similarly situated,

Plaintiff,

vs.

CKW ENTERPRISES, LLC; and DOES 1  
through 10, inclusive,

Defendants

Case No.: 30-2025-01502881-CU-OE-CXC

REPRESENTATIVE ACTION

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

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

PAGA APPROVAL HEARING:

Date: November 19, 2026

Time: 2:00 p.m.

Dept.: CX-105

Judge: Hon. Melissa R. McCormick

**Reservation number: 74943861**

Action filed: August 11, 2025

FAC filed: October 17, 2025

Trial date: Not set

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1 timekeeping system and time spent working during meal periods. Plaintiff also alleges that Defendant  
2 failed to incorporate all remunerations into the regular rate of pay for purposes of paying overtime, break  
3 premium rate of pay, and sick pay. Plaintiff's meal and rest period claims are based on allegations that  
4 due to the nature of their work and Defendant's employment practices, employees regularly experienced  
5 missed, untimely, short, or interrupted breaks, and that Defendant failed to provide any premiums for  
6 non-compliant rest breaks or all premiums for non-compliant meals. Plaintiff also alleges that Defendant  
7 failed to reimburse employees for all reasonable and necessary business expenses incurred, including for  
8 the purchase of protective gear, painting materials and uniforms, and for the use of their personal vehicles.  
9 Plaintiff further alleges she and other employees did not receive all wages owed at the time of termination  
10 nor accurate itemized wage statements due to Defendant's failure to pay all wages and premiums.  
11 Accordingly, Plaintiff alleges Defendant is liable for civil penalties under PAGA.

12         6. Because of the foregoing alleged violations of the Labor Code, Plaintiff filed a Class Action  
13 Complaint on August 11, 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  
15 rest 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 10, 2025, Plaintiff submitted notice of the alleged Labor Code  
19 violations to the California Labor and Workforce Development Agency (the "LWDA"), with certified  
20 mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff's PAGA  
21 Notice is attached hereto as **Exhibit 2**. The administrative exhaustion period under PAGA expired  
22 without the LWDA indicating any intent to investigate the allegations. On October 17, 2025, Plaintiff  
23 filed a First Amended Class and Representative Action Complaint to allege a ninth cause of action for  
24 civil penalties under PAGA (The First Amended Complaint with the class claims compelled to individual  
25 arbitration is the "Operative Complaint"). Accordingly, Plaintiff is duly authorized to act as a private  
26 attorney general with respect to the PAGA claims involved in this action.

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

4           9. Defendant ardently opposes the merits of this case and denies Plaintiff's factual  
5 allegations. Defendant argues all employees were properly paid for all hours worked and that it did not  
6 require or permit employees to work off-the-clock, including while waiting to clock in or during meal  
7 periods. As for any regular rate claim, Defendant argues there was no issue with paying employees the  
8 proper regular rate of pay because the payroll records do not reflect additional remuneration that was  
9 required to be incorporated into the regular rate of pay. Defendant maintains all employees were provided  
10 with the opportunity to take all their code-compliant meal and rest breaks and that missed or interrupted  
11 breaks, if any, were solely the result of employees' voluntary choice. As for the unreimbursed business  
12 expenses, Defendant maintains it did not require employees to incur any business-related expenses. To  
13 the extent employees received wage statements that were allegedly inaccurate, Defendant argues  
14 penalties are not warranted because employees suffered no actual damage or harm as a result. (*See, e.g.,*  
15 *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12-05860 CRB, 2013 WL 622032, at \*10  
16 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and  
17 accurate wage statements, and the omission of the required information alone is not sufficient."].)  
18 Additionally, Defendant alleges its good-faith belief that it paid all wages precludes the imposition of  
19 waiting time penalties because Plaintiff would be unable to show Defendant's alleged conduct was done  
20 willfully or knowingly. (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED CV 11-  
21 298 GHK (DTBx), 2012 WL 9506073, \*5.) For these reasons, Defendant claims it did not engage in any  
22 unfair business practices and denies liability under PAGA. Defendant also maintains the claims are not  
23 susceptible to proof on a representative basis because of the individualized and varying nature of each  
24 employee's experience, making this matter unmanageable.

#### 25                                   DISCOVERY AND INVESTIGATION

26           10. Before continuing with arbitration regarding Plaintiff's individual claims, the Parties agreed  
27 to an early mediation of the representative PAGA claims. The Parties engaged in informal discovery  
28 exchange prior to mediation. Defendant provided information and documents, which enabled Plaintiff's

1 Counsel to meaningfully investigate Plaintiff's allegations and assess the value of the PAGA claims.  
2 Specifically, Defendant produced Plaintiff's personnel file and her time and payroll records, documents  
3 regarding Defendant's written policies and practices in effect during the relevant period, and time and  
4 corresponding payroll records for approximately 19.5% of all Aggrieved Employees.

5 11. Prior to mediation, Plaintiff's Counsel reviewed and analyzed all the information that  
6 Defendant produced, including the time/pay records and Defendant's written policies, in conjunction  
7 with information provided by Plaintiff. Plaintiff's Counsel retained an expert to analyze the time/pay  
8 records and prepare a damage analysis prior to mediation. The time/pay records contained 8,238 shifts  
9 actually worked (roughly 14.7% of all shifts), which allowed the expert to prepare an analysis with a  
10 reasonable degree of certainty. Further, Plaintiff's Counsel investigated the applicable law regarding the  
11 claims and defenses asserted in this action. Accordingly, Plaintiff's Counsel were able to evaluate the  
12 probability of success on the merits and Defendant's monetary exposure. In sum, Plaintiff and her  
13 Counsel's familiarity with the facts of the case and the legal issues involved allowed them to act  
14 intelligently in negotiating the Settlement.

#### 15 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

16 12. On April 17, 2026, the Parties participated in a full day of private mediation facilitated by  
17 Tripper Ortman, Esq., an experienced PAGA action mediator. The negotiations were at arm's length and  
18 although conducted in a professional manner, were adversarial. Both sides went into the mediation  
19 willing to explore the potential for a settlement of the dispute, but they were also prepared to litigate their  
20 position through trial and appeal if a settlement had not been reached. Negotiations were protracted, with  
21 extended discussions and instances in which it appeared the Parties would not reach a resolution.  
22 Following a full discussion of the strengths and weaknesses of the claims and defenses, the Parties  
23 ultimately reached a resolution, the material terms of which are encompassed within the Settlement at  
24 issue.

25 13. In reaching a resolution, the Parties recognized that the issues presented in this action are  
26 likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further  
27 litigation will lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the  
28 potential benefits of litigation. Plaintiff and her Counsel also considered the risk and uncertainty of the

1 outcome inherent in any litigation when determining whether this Settlement was the correct option. In  
2 sum, Plaintiff and her Counsel believe the proposed Settlement is in the best interests of Aggrieved  
3 Employees and the LWDA.

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

#### 8 KEY TERMS OF SETTLEMENT

9 15. Gross Settlement Amount, Funding, Disbursement, and Uncashed Checks. The Gross  
10 Settlement Amount ("GSA") is \$230,000.00 and is non-reversionary. (Settlement, ¶ III.A.) The Gross  
11 Settlement Amount will be wired by Defendant to the settlement administrator within thirty (30) days of  
12 the Effective Date. (*See id.* at ¶ III.E.2.b.) The Settlement Administrator will disburse the GSA within  
13 fifteen (15) days after funding. (*Id.* at ¶ III.E.2.d.) If any checks remain uncashed or not deposited by the  
14 expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will,  
15 within two hundred (200) calendar days after the checks are mailed, cancel the checks. (*Id.* at ¶ III.E.6.b.)  
16 All funds associated with the Individual Settlement Share checks returned as undeliverable and funds  
17 associated with those Individual Settlement Share checks remaining uncashed shall be transmitted by the  
18 Settlement Administrator to the California Controller's Unclaimed Property Fund in the name of the  
19 Aggrieved Employee. (*Id.*)

20 16. Escalator Clause. Defendant represents that there is a total of approximately 11,150 pay  
21 periods during the PAGA Period, through April 17, 2026. (*Id.* at ¶ III.A.1.) In the event of an increase in  
22 pay periods of more than 10% from the original estimate of 11,150 pay periods during the PAGA Period,  
23 the Gross Settlement Amount may change. (*Id.*) Specifically, if the number of pay periods in the PAGA  
24 Period is greater than 12,265, the Gross Settlement Amount shall be increased by the percentage that the  
25 actual number of pay periods exceeds 12,265. (*Id.*) However, should the number of pay periods exceed  
26 12,265, Defendant will have the right, in the exercise of its sole discretion, to limit the PAGA Period to  
27 the time at which the number of pay periods reaches 12,265. (*Id.*) Defendant agrees to inform Plaintiff  
28 and Plaintiff's counsel which option they are exercising before the hearing on approval of the settlement.

(*Id.*) If Defendant elects to limit the PAGA Period to a time at which the number of pay periods reaches 12,265, Defendant must provide written notice of the modified end date of the PAGA Period to Plaintiff.

(*Id.*)

17. Attorney's Fee and Cost Award. The Settlement includes attorneys' fees in an amount not to exceed 1/3 (currently \$76,666.67) of the GSA, and a cost award not to exceed \$30,000.00, payable to Plaintiff's Counsel. (*Id.* at ¶ III.C.1.) There is no fee-splitting agreement. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. (*Id.*) If the amount awarded is less than the amount requested by Plaintiff's Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the Net Settlement Amount and be available for distribution to Aggrieved Employees. (*Id.*) Plaintiff's Counsel have incurred \$25,035.32 in actual litigation costs to date. A true and correct copy of a report showing these costs, including the invoice for the mediation, is attached hereto as **Exhibit 4**.

18. Settlement Administration Costs. The Settlement provides for Administration Costs to the Administrator, payable from the GSA, not to exceed \$7,000.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ III.C.3.) If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Aggrieved Employees. (*Id.*) The Parties jointly selected Phoenix Class Action Administration Solutions ("Phoenix") as the neutral entity to administer this Settlement. (*Id.*) A true and correct copy of Phoenix's bid for \$6,000.00 is attached hereto as **Exhibit 5**.

19. Net Settlement Amount. The Net Settlement Amount ("NSA") is the total amount of money available for payout to Aggrieved Employees and the LWDA, which is the GSA less the Attorney Fee Award, Cost Award, PAGA Representative Payment, and Administration Costs. (*Id.* at ¶ I.Q.) Accordingly, the NSA is estimated to be **\$114,798.01**,<sup>1</sup> which will be distributed 65% (i.e., 65% \*

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<sup>1</sup> The estimated Net Settlement Amount was calculated by deducting the following amounts from the GSA (\$230,000.00): \$7,500.00 for the Representative Payment, \$25,035.32 for the Attorneys' Costs, \$76,666.67 for the Attorneys' Fees, and \$6,000.00 for the Settlement Administration Costs. (*See Settlement*,

\$114,798.01= **\$74,618.71**) to the LWDA and 35% (i.e., 35% \* \$114,798.01= **\$40,179.30**) to Aggrieved Employees.

20. Individual Settlement Share. Each Aggrieved Employee will receive a proportionate share of the Aggrieved Employee Net Settlement Amount that is equal to (i) the number of pay periods he or she worked for Defendant in California during the PAGA Period based on the Database provided by Defendant, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same Database, which is then multiplied by the NSA. (*Id.* at ¶ III.B.1.a.1.) One day worked in a given pay period will be credited as a pay period for purposes of this calculation. (*Id.*) Therefore, the value of each Aggrieved Employee's Individual Settlement Share ties directly to the number of pay periods that he or she worked. (*Id.*) This results in an average Individual Settlement Share of roughly **\$71.24** for each of the estimated **564 Aggrieved Employees** ( $\$40,179.30 / 564$ ), and a PAGA Pay Period value of **\$3.60** for each of the **11,150 estimated PAGA Pay Periods** ( $\$40,179.30 / 11,150$ ). Assuming an Aggrieved Employee worked one Pay Period, the lowest PAGA payment to an Aggrieved Employee is estimated to be **\$3.60** (1 Pay Period x \$3.60 average Pay Period value). Assuming an Aggrieved Employee worked 45 Pay Periods, the maximum number of Pay Periods during the Class Period, the highest PAGA payment is estimated to be **\$162.00** (45 Pay Periods x \$3.60 average Pay Period value). Settlement Payments will be allocated to 100% penalties for tax purposes. (*Id.* at ¶ III.B.2.) Aggrieved Employees will receive a Notice of PAGA Settlement with their Individual Settlement Share check. (*Id.* at ¶ I.S.)

21. PAGA Representative Payment. The Settlement includes a PAGA Representative Payment to Plaintiff of up to \$7,500.00 from the GSA, in addition to Plaintiff's Individual Settlement Share, and subject to the Court's approval. (*Id.* at ¶ III.C.2.) This is being offered in consideration for Plaintiff's efforts in litigating the Action and risks of incurring financial obligation to Defendant in the event Plaintiff was not successful in the Action and held to pay for Defendant's costs and/or attorney's fees. (*Id.* at ¶ I.V.) If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Aggrieved Employees. (*Id.*) Based on Plaintiff's employment from approximately June 2024 to May 2025, approximately 26 Pay Periods, Plaintiff is

¶ I.Q.)

1 estimated to receive approximately \$93.60 as Plaintiff's Individual Settlement Share. Plaintiff and  
2 Defendant have also entered into an Individual Settlement Agreement and Mutual Release where  
3 Defendant agrees to pay Plaintiff \$10,000.00 in exchange for Plaintiff's general release of her non-wage,  
4 individual claims. The Individual Settlement Agreement and Mutual Release is contingent upon approval  
5 of the PAGA Settlement at issue here.

6       22. Release of Claims. Upon full funding of the GSA, Plaintiff, all Aggrieved Employees, and  
7 the LWDA shall fully release and discharge Defendant and the Released Parties from any and all claims  
8 that were alleged or could have been alleged based on the claims, facts, and/or allegations contained in  
9 the operative Complaint and in the PAGA Notice submitted by Plaintiff to the LWDA. The release shall  
10 be for the PAGA Period. (*Id.* at ¶¶ I.Y, III.F.) The "Released Parties" are "Defendant, including its past,  
11 present, and future divisions, affiliates, parents, subsidiaries, predecessors, successors, assigns, members,  
12 shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives,  
13 administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies." (*Id.* at ¶ I.Z.)

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

19                   THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

20       24. There can be no doubt that this Settlement is the result of vigorous, adversarial, non-  
21 collusive, and arm's-length negotiations between the Parties. Based on Plaintiff's Counsel's analysis of  
22 the arguments and information provided by Defendant, on an expert analysis of the time and pay records,  
23 and on information from Plaintiff, Plaintiff's Counsel evaluated Defendant's both maximum and risk-  
24 adjusted potential exposure in preparation for mediation. Although the expert's analysis revealed that the  
25 time and pay records supported several violations by Defendant, those identifiable violations were  
26 primarily based on unpaid overtime, wage statement, meal period, and rest period violations. The records  
27 themselves did not provide strong support for the off-the-clock work and expense reimbursement claims,  
28 and derivative penalties for those claims, as these claims are predominantly testimony based. In other

1 words, Plaintiff's analysis revealed that certain claims were not as strong as originally believed.

2 25. Because Defendant did not require employees to record all rest periods, there are limited  
3 records to establish the rest period claim on the merits. Additionally, there are no records to establish the  
4 off-the-clock work and reimbursement claims on the merits. Rather, proof of these claims would need to  
5 be supported by declarations from Aggrieved Employees regarding missed rest periods, reimbursements,  
6 and off-the-clock work as the records themselves cannot demonstrate what breaks were missed, when,  
7 and why, what business expenses were incurred without reimbursement, and they cannot demonstrate  
8 the time, if any, Aggrieved Employees spent working off the clock.

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

19 27. Even as to the meal period and regular rate claims, Plaintiff's recovery is subject to risk. As  
20 to meal periods, Plaintiff's expert identified a 44.0% gross violation rate and 40.4% net violation rate  
21 after accounting for meal period premium payments, with 4,623 pay periods reflecting a net unique meal  
22 period violation. However, Defendant maintains that Aggrieved Employees were provided with  
23 compliant meal periods. To the extent there were any missed breaks, Defendant contends it was a result  
24 of the Aggrieved Employee voluntarily choosing to forego a meal period, to take it after the end of the  
25 fifth hour, or to stop his or her break early to return to work. As to the regular rate issue, Plaintiff's expert  
26 determined that there was no additional compensation that Defendant failed to incorporate into the regular  
27 rate of pay. As such, the time and pay records did not provide support for Plaintiff's regular rate claim.

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

1 its overall exposure. For example, the individualized and testimony-intensive nature of certain claims  
2 could bar manageability of this representative action or otherwise significantly reduce Defendant's  
3 overall liability. Defendant also generally and specifically denies any and all liability or wrongdoing,  
4 asserts defenses to the claims, and agreed to settle only to put to rest the Released Claims.

5 29. Further, a claim-by-claim penalty calculation is overly optimistic because it presumes  
6 Plaintiff would be able to stack multiple PAGA penalties across the same pay periods, although penalty  
7 stacking is not expressly permitted by PAGA. Rather, without either (i) a prior finding by the LWDA or  
8 a court within the past five years that the employer violated PAGA or (ii) evidence that the employer's  
9 conduct was malicious, fraudulent, or oppressive, PAGA provides for a maximum \$100.00 penalty for  
10 each pay period. (Lab. Code § 2699(f)(2)(A)–(B).) Additionally, Plaintiff's Counsel believe it would be  
11 unrealistic to expect the Court to award the full penalty-stacked exposure given the discretionary nature  
12 of awarding penalties and Defendant's defenses, including that any failure to pay premiums, wages, or  
13 for off-the-clock work was not knowing or willful, that any alleged wage statement inaccuracies caused  
14 no actual resulting damage or harm, and that the alleged violations would require individualized proof.  
15 Moreover, awarding the full penalty amount would likely raise Due Process concerns.

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

18 31. Based on the foregoing, Plaintiff's Counsel believe it is more reasonable to assess penalties  
19 on a \$100.00 civil penalty per pay period basis pursuant to Labor Code § 2699(f)(2)(A) for each of the  
20 estimated 11,150 pay periods at issue, as opposed to a claim-by-claim approach. Accordingly, Plaintiff's  
21 Counsel estimate Defendant's maximum PAGA exposure to be **\$1,115,000.00** (\$100 x 11,150).  
22 However, based on the discovery, Defendant's arguments at mediations and continued settlement  
23 discussions, an understanding that the claims are heavily dependent on the unlikely participation by  
24 Aggrieved Employees and their varying employment experience, and other important considerations  
25 discussed above, it is reasonable to assume a violation occurred in at most one-fourth of all pay periods,  
26 which results in a realistic (*risk-adjusted*) exposure of **\$278,750.00** (\$1,115,000.00 / 4). As a result, the  
27 GSA of \$230,000.00 represents roughly **83%** of the realistic exposure (\$230,000.00 / \$278,750.00).

28 32. The proposed Settlement therefore represents a substantial recovery when compared to the

1 reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in  
2 continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it  
3 is clear the GSA of \$230,000.00 is within the “ballpark” of reasonableness, and that settlement approval  
4 is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133; *see Munoz v. BCI*  
5 *Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar* does not require  
6 “an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its  
7 claims,” but instead, only an “understanding of the amount that is in controversy and the realistic range  
8 of outcomes of the litigation”].)

9 33. The \$230,000.00 GSA amounts to “genuine and meaningful” relief. This is an excellent  
10 result, particularly because, under the Settlement, Aggrieved Employees and the LWDA will receive  
11 timely, guaranteed relief and will avoid the risk of not being able to recover anything at all.

12 34. The Settlement is a fair and reasonable resolution that satisfies PAGA’s dual statutory  
13 purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with  
14 genuine and meaningful relief, on the other. As a result of this litigation, Defendant has had to hire legal  
15 counsel, engage in employee-wide discovery, and participate in mediation. Assuming approval is  
16 granted, Defendant will also have to pay civil penalties pursuant to PAGA. Not including its own  
17 attorneys’ fees and costs, Defendant will pay \$230,000.00 to resolve this matter—of which  
18 approximately \$114,798.01 is allocated toward PAGA Penalties and will be distributed as 65% to the  
19 LWDA and 35% to Aggrieved Employees. (*See Settlement*, ¶ I.P.) This amount represents roughly 41%  
20 of the realistic exposure for the claims (\$114,798.01 / \$278,750.00), as discussed above.

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  
23 of the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering  
24 all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that  
25 could be asserted by Defendant on the merits, Plaintiff’s Counsel respectfully submit that the Settlement  
26 is in the 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-  
2 consuming, 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  
5 the merits due to the largely discretionary nature of awarding PAGA penalties. In other words, were this  
6 matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial  
7 reduction.

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

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

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

1 PAGA claims. Preparation for trial and the prospect of appeals in the wake of any summary judgment  
2 ruling would remain for the Parties. As a result, the Parties would incur considerably more attorneys'  
3 fees and costs through trial, a lengthy and uncertain process that could result in recovering less than was  
4 settled for.

5 THE REPRESENTATIVE PAYMENT SHOULD BE APPROVED

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

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

21 43. In turn, Aggrieved Employees will receive their allocated share of the civil penalties for  
22 wage violations they may have never known about or been willing to pursue on their own. If each  
23 Aggrieved Employee would have tried to pursue legal remedies on their own, that would have resulted  
24 in each having to expend a significant amount of their own monetary resources and time, not to mention  
25 limited judicial resources, which were obviated by Plaintiff putting herself on the line on behalf of the  
26 Aggrieved Employees and the LWDA. Further, prior to executing the Settlement, Plaintiff carefully  
27 reviewed the document and asked questions to ensure her understanding, including as to the total  
28 recovery and releases of claims.

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

7                                    MY EXPERIENCE AND QUALIFICATIONS

8        45. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law  
9 School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been  
10 an Active Member in good standing continuously since then. I have been selected to Super Lawyers each  
11 year from 2019 to 2025.

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

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

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

District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm's location in Los 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.

49. 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

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

51. 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.

52. 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.

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

- 4           (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v.*  
5 *Clearpath Federal Credit Union* (LASC No. 19STCV33504), which resulted in a  
6 certification order on all causes of action following contested briefing in a wage-and-  
7 hour class action.
- 8           (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter  
9 of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was granted in  
10 part.
- 11           (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter  
12 of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397), which is not currently scheduled  
13 for hearing.
- 14           (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification  
15 motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No.  
16 19STCV44400), which was granted, in part, and denied, in part, in October 2022.
- 17           (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of  
18 *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV 20-1448 FMP  
19 (RAOx), 2020 WL 1934954, where Defendant removed a wage-and-hour class alleging  
20 that Plaintiff's claims were pre-empted by the Labor Management Relations Act.
- 21           (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald,*  
22 *U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL 6333905, at \*1. There,  
23 the Court of Appeal reversed a dismissal of an individual defendant following the trial  
24 court's granting of a demurrer without leave to amend relating to alter ego allegations.
- 25           (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo*  
26 *v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 13, 2018) No. 2:17-cv-09056-RSWL-  
27 MRWx, 2018 WL 1352910. Defendants there sought to remove the case based on the  
28 inclusion of a "sham defendant," but the court agreed with Mr. Feghali's briefing which

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

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

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

10 54. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing  
11 employees in wage-and-hour class and PAGA representative actions. His fee has been approved by  
12 Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution  
13 of over 100 wage-and-hour class actions, including obtaining preliminary and final approval of  
14 settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel  
15 includes the following: *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Vazquez*  
16 *v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000); *Duncan v. Infineon*  
17 *Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000); *Aquino v. Coast King Packing, LLC*  
18 (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No. 21STCV20778) (\$1,500,000);  
19 *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Majdoub*  
20 *v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No.  
21 CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-03047)  
22 (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v.*  
23 *Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No.  
24 BC705964) (\$1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282)  
25 (\$1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley*  
26 *Plastering, Inc.* (No. 22CECG00591) (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507  
27 class members); *Cha v. Center Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood*  
28 *Med. Ctr., L.P.* (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No.

1 BC682972) (\$750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-  
2 00228252) (\$1,250,000).

3 EDWIN KAMARZARIAN'S EXPERIENCE AND QUALIFICATIONS

4 55. Until recently, Edwin Kamarzarian was an associate attorney at Moon Law Group, PC. He  
5 represented employees in all aspects of employment litigation, including wage and hour class action and  
6 representative actions involving claims related to overtime and minimum wages, meal and rest break  
7 violations, improper wage statements, the California Private Attorneys General Act and unfair business  
8 practices.

9 56. Mr. Kamarzarian received his B.A. in Philosophy with honors from the University of  
10 California, Riverside and his Juris Doctorate from Southwestern Law School. While in law school, he  
11 served as a certified law clerk for the Los Angeles County District Attorney's office.

12 57. Mr. Kamarzarian's billing rate was \$750.00 per hour. During his tenure with Moon Law  
13 Group, PC, he has played a meaningful role in obtaining outstanding results for employees who have  
14 been wronged by their employers.

15 58. Since April 2021, Mr. Kamarzarian's practice has shifted to almost exclusively representing  
16 employees in putative wage and hour cases. His fees have been repeatedly approved by multiple Courts  
17 in this state. He participated in the litigation and resolution of many wage and hour class actions and  
18 representative actions, including obtaining preliminary and final approval of settlements, and approval  
19 of PAGA settlements. A selection of cases wherein he served as Class Counsel or PAGA Counsel  
20 include: *Pagoulatos v. Coasthills Credit Union*, Santa Barbara Case Number 20CV02801 (\$1,100,000 for  
21 a class of approximately 460 class members, approving \$400/hr.); *Bustamante v. Virgil Advanced Skill*  
22 *Nursing, Inc.*, Los Angeles Case Number 19STCV00801 (\$700,000 for approximately 348 class  
23 members, approving); *Barahona v. Methodist Hospital of Southern California*, Los Angeles Case  
24 Number 20STCV09876 (\$5,000,000 for a class of approximately 3,329 class members); *Barrios v. C.B.*  
25 *Nichols Egg Ranch*, San Bernardino Case Number CIVSB2112296 (\$875,000 for a class of  
26 approximately 389 class members, approving \$400/hr.); *Bonine v. Wachter, Inc.*, Los Angeles Case  
27 Number 20STCV31653 (\$354,000 for a class of approximately 185 class members); *Campos v. Adecco*  
28 *USA, Inc.*, Contra Costa Case Number C21-00473 (\$170,000 for approximately 822 aggrieved

employees, approving \$400/hr.); *Castillo v. Freedom Painting, Inc.*, Los Angeles Case Number 20STCV22365 (\$250,000 for approximately 345 class members); *Dale v. Con-Lee Restaurants, Inc.*, Santa Clara Case Number 20CV364938 (\$415,000 for approximately 1,612 class members); *Drews v. Tuff Shed, Inc.*, Sacramento County Case Number 34-2021-00300020-CU-OE-GDS (\$100,000 for approximately 565 aggrieved employees); *Elliott v. Sage Hospitality Resources, LLC*, San Diego Case Number 37-2020-00043180-CU-OE-CTL (\$450,000 for approximately 454 class members, approving \$400/hr.); *Ellison v. Granite Hills Healthcare & Wellness Centre, LLC*, San Diego Case Number 37-2021-00032864-CU-OE-CTL (\$130,000 for 666 aggrieved employees, approving \$400/hr.); *Galvez v. Yamato Valencia, Inc.*, Los Angeles Case Number 20STCV22760 (\$300,000 for 439 class members, approving \$400/hr.); *Gonzalez v. A.M. Castaneda, Inc.*, San Diego Case Number 37-2021-00017374-CU-OE-CTL (\$350,000 for approximately 311 class members); *Gonzalez v. Paradigm Treatment Centers, LLC*, Los Angeles Case Number 21STCV25649 (\$95,000 for 212 aggrieved employees); *Gooding v. AAA Quality Services, Inc.*, Kern Case Number BCV-21-100405 (\$510,000 for approximately 308 class members, approving \$400/hr.); *Hickey v. Florence Crittenton Services of Orange County*, Orange Case Number 30-2020-01168166-CU-OE-CXC (\$750,000 for approximately 823 class members); *Kwist v. Castle Oaks Golf Management, LLC*, Sacramento Case Number 34-2020-00275335-CU-OE-GDS (\$150,000 for approximately 99 class members, approving \$400/hr.); *Majdoub v. Argent Hotel Management, LLC*, San Francisco Case Number CGC-20-582921 (\$1,800,000 for 2,304 class members, approving \$400/hr.); *Valdez v. Heat Make Sense, Inc.*, Sacramento Case Number 34-2021-00296194 (\$120,000 for 13 class members); *Sierra-Suarez v. Rudolph & Sletten, Inc.*, San Diego Case Number 37-2022-00000615-CU-OE-CTL (approving \$600.00/hr.).

59. Mr. Kamarzarian's \$750.00 hourly rate is reasonable, considering his years of experience practicing in the highly specialized area of employment and labor law and his Laffey Matrix rate. Based on his 6 years of experience, his Laffey Matrix rate with a 2.53% adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x \$625)) (See Ex. 6.). Accordingly, his billing rate of \$750.00 per hour is reasonable, considering his experience and the Laffey Matrix rate.

#### ENZO NABIEV'S EXPERIENCE AND QUALIFICATIONS

60. Enzo Nabiev is an associate attorney at Moon Law Group, PC. Mr. Nabiev represents

1 employees in all aspects of employment litigation, including wage and hour class action and  
2 representative actions involving claims related to overtime and minimum wages, meal and rest break  
3 violations, improper wage statements, the California Private Attorneys General Act and unfair business  
4 practices.

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

9 62. Mr. Nabiev is a member in good standing with the California State Bar and in the United  
10 States District Court for the Central and Northern Districts. Mr. Nabiev's billing rate is \$750 per hour.  
11 Based on his 6 years of experience, his Laffey Matrix rate with a 2.53% adjustment is \$640.81 per hour  
12 (\$625 Laffey Matrix rate + (2.53% x \$625)) (*See* Ex. 6.). Accordingly, his billing rate of \$750.00 per  
13 hour is reasonable, considering his experience and the Laffey Matrix rate.

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

- 17 (a) In August 2025, he fully briefed a motion for class certification in *Slaughter v. Finelite,*  
18 *Inc.* (Case No. 22CV018565), where class certification was granted in part.
- 19 (b) In March 2023, he prepared the briefing in AGUIRRE, JR., v. BW PACKAGING  
20 SYSTEMS, INC. et al., No. 222CV04980ODWGJSX, 2023 WL 2605016 (C.D. Cal.  
21 Mar. 22, 2023), which resulted in a remand order where defendant's removal was based  
22 on CAFA jurisdiction.
- 23 (c) In April 2022, he fully briefed, argued, and won in the Court of Appeal in the Fourth  
24 Appellate District, regarding the issue of whether a pre-dispute arbitration agreement is  
25 enforceable under the Federal Arbitration Act when it includes a contractual waiver of  
26 representative claims under PAGA.
- 27 (d) In March 2022, as the lead attorney, he successfully resolved an individual wage & hour  
28 case resulting in a settlement of over \$56,000 for his client who was earning minimum

1 wage per hour.

- 2 (e) In February 2022, he fully briefed a motion for class certification in *Brown v. NTI-CA,*  
3 *Inc.* (LASC No. 21STCV04397) where Defendant elected to file bankruptcy.
- 4 (f) In September 2021, he fully briefed, argued, and won an Opposition to a Motion for  
5 Summary Adjudication in the matter of *Dorsey v. Circa Tile & Stone, Inc.* (LASC Case  
6 No: 19STCV08365) where Defendant attempted to release individual claims under  
7 PAGA on behalf of each employee who executed a release agreement.
- 8 (g) In May 2021, he fully briefed and won an Opposition to a Motion to Compel Arbitration  
9 in the matter of *Morales v. Precision Aerospace Corp.* (Case No: CIV-DS2006541)  
10 where Defendant attempted to compel individual arbitration and dismiss class action  
11 claims based on Plaintiff's signed arbitration agreement within an employee handbook.  
12 There, the matter was settled on a class-wide basis for \$900,000.00.
- 13 (h) In December 2020, he fully briefed, argued, and won an Opposition to a Motion for  
14 Summary Judgment in the matter of *Gonzalez v. Lipscomb* (LASC Case No:  
15 19STCV10352) where he successfully established triable issues of material facts of  
16 whether a general manager of a hotel is considered a joint employer for purposes of  
17 liability for wage & hour violations.

18 64. Mr. Nabiev has participated in the litigation and resolution of approximately 50 wage and  
19 hour class actions, including obtaining preliminary and final approval of settlements on the first attempt.

20 PAGA COUNSEL'S EXPERIENCE AND QUALIFICATIONS

21 65. As demonstrated by the foregoing, my office is qualified to handle this litigation because  
22 we are experienced in litigating Labor Code and Wage Order violations in individual, class, and  
23 representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in  
24 numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion for  
25 settlement approval. Including myself, Moon Law Group, PC is currently comprised of roughly 35  
26 attorneys, all of whom are actively and continuously practicing employment litigation, representing  
27 almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior  
28 Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal

1 courts. The attorneys at my firm have a high level of skill, knowledge, and experience in areas of wage-  
2 and-hour class and PAGA actions, and labor and employment law generally, the substantive (state and  
3 federal) and procedural law of which is frequently evolving.

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

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

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

19 REQUEST FOR ATTORNEYS' FEES AND COSTS

20 69. In line with the Settlement, my firm requests an award of attorneys' fees in an amount not  
21 to exceed 1/3 of the GSA (currently, \$76,666.67), plus reimbursement for actual litigation costs in the  
22 amount of \$25,035.32. (See Settlement, ¶ III.C.1.)

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

27 71. The total current lodestar for Moon Law Group, PC is *not less than* the following:  
28

| Attorney             | Rate          | Hours       | Lodestar           |
|----------------------|---------------|-------------|--------------------|
| Kane Moon            | \$950.00      | 21.8        | \$20,710.00        |
| Allen Feghali        | \$900.00      | 14.2        | \$12,780.00        |
| Edwin M. Kamarzarian | \$750.00      | 10.3        | \$7,725.00         |
| Enzo Nabiev          | \$750.00      | 40.6        | \$30,450.00        |
|                      | <b>Total:</b> | <b>86.9</b> | <b>\$71,665.00</b> |

72. 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 \$950.00 hourly rate, these additional 10 hours results in a lodestar of **\$9,500.00**.

73. “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, Mr. Kamarzarian, and Mr. Nabiev are attached hereto as **Exhibit 9**. I am familiar with most aspects of this case and tasks undertaken by the various members of my firm in litigating this case. As discussed below, application of a positive multiplier is warranted in this case.

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

1 (a) Number of Hours Expended by My Office is Reasonable: As set forth in this declaration,  
2 my office expended a significant amount of time litigating the case to achieve an excellent  
3 result on behalf of the Aggrieved Employees. To date, my office has spent no less than **86.9**  
4 **hours** litigating this case. In the event the Court grants settlement approval, my office will  
5 spend additional time related to this litigation, including to monitor administration of the  
6 settlement after approval, committing no less, although likely more, than **10** hours to those  
7 additional tasks. The number of hours that my office has and will devote to this case is  
8 reasonable. (*See, e.g., Ketchum III v. Moses* (2001) 24 Cal.4th 1122, 1133 [fee award should  
9 be fully compensatory and, “absent circumstances rendering the award unjust, an attorney  
10 fee award should ordinarily include compensation for *all* the hours *reasonably spent*”]  
11 [emphasis in original]; *Serrano v. Unruh* (1982) 32 Cal. 3d 621, 624 [counsel are entitled to  
12 compensation for all hours reasonably expended]; *Hensley, supra*, 461 U.S. at pp. 435–36;  
13 *Caudle v. Bristow Optical Co.* (9th Cir. 2000) 224 F.3d 1014, 1028; *Cabrales v. Cty. of L.A.*  
14 (9th Cir. 1991) 935 F.2d 1050, 1052–53.) As discussed above, my office was required to  
15 expend considerable time and resources to investigate, litigate, and successfully settle these  
16 claims for the benefit of the Aggrieved Employees.

17 (b) The Attorneys’ Hourly Rates are Reasonable: “[T]he established standard when determining  
18 a reasonable hourly rate is the ‘rate prevailing in the community for similar work performed  
19 by attorneys of comparable skill, experience, and reputation.’” (*Camacho v. Bridgeport Fin.,*  
20 *Inc.* (9th Cir. 2008) 523 F.3d 973, 979 [quoting *Barjon v. Dalton* (9th Cir. 1997) 132 F.3d  
21 496, 502].) This rule applies even when, as here, the attorneys representing a named plaintiff  
22 perform the work on a contingent fee basis. (*See, e.g., Robertson v. Fleetwood Travel*  
23 *Trailers of Cal., Inc.* (2006) 144 Cal.App.4th 785, 818; *Blanchard v. Bergeron* (1989) 489  
24 U.S. 87, 96.) These hourly rates are reasonable in light of the significant experience,  
25 expertise, and skill my firm brought to this action. Rates are reasonable if they are “within  
26 the range of reasonable rates charged by and judicially awarded comparable attorneys for  
27 comparable work.” (*Children’s Hosp. & Med. Ctr. v. Bonta* (2002) 97 Cal.App.4th 740,  
28 783.) The trial court may “find hourly rates reasonable based on evidence of other courts

1 approving similar rates.” (*Parkinson v. Hyundai Motor Am.* (C.D. Cal. 2010) 796 F.Supp.2d  
2 1160, 1172.) The attorneys at Moon Law Group, PC are experienced litigators who  
3 specialize in employment law, with a substantial wage-and-hour class action practice. The  
4 hourly rates of each attorney are also reasonable as compared to their respective Laffey  
5 Matrix rates as explained *supra*. Moreover, these rates are not opposed or challenged, and  
6 have been approved by other courts, as explained *supra*.

- 7 (c) Application of a Multiplier is Warranted: Once this lodestar figure has been determined, the  
8 Court may take into account other “enhancement” factors to adjust the lodestar award. As  
9 the California Supreme Court has held, contingency fees should be higher than fees for the  
10 same legal services paid concurrently with the provision of the services. (*Ketchum III, supra*,  
11 24 Cal.4th at pp. 1132–33; *see also Fischel v. Equitable Life Assurance Soc’y of the U.S.*  
12 (9th Cir. 2002) 307 F.3d 997, 1008.) “A lawyer who both bears the risk of not being paid  
13 and provides legal services is not receiving the fair market value of his work if he is paid  
14 only for the second of these functions. If he is paid no more, competent counsel will be  
15 reluctant to accept fee award cases.” (*Ketchum*, 24 Cal.4th at p. 1133.) Application of that  
16 rule is particularly appropriate where the case is brought to redress important rights of  
17 vulnerable persons. (*Id.*) A risk enhancement is “earned compensation; unlike a windfall, it  
18 is neither unexpected nor fortuitous. Rather, it is intended to approximate market-level  
19 compensation for such services, which typically includes a premium for the risk of  
20 nonpayment or delay in payment of attorney fees.” (*Id.* at p. 1138.) **Multipliers normally**  
21 **range from two to four or higher.** (*Wershba, supra*, 91 Cal.App.4th at p. 255; *see also*  
22 *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, n.6 [“most” common fund  
23 cases apply a multiplier of 1.0–4.0]; *Been v. O.K. Indus., Inc.* (E.D. Okla. 2011, No. CIV–  
24 02–285–RAW) 2011 WL 4478766, \*11 [citing a study “reporting [an] average multiplier of  
25 3.89 in survey of 1,120 class action cases” and finding that a multiplier of 1.22 would be  
26 “per se reasonable”].) Factors considered in determining whether a lodestar multiplier is  
27 appropriate generally include: (1) the risks presented by the contingent nature of the case;  
28 (2) the novelty and difficulty of the questions involved and the skill requisite to perform the

1 legal service properly; (3) the nature of the opposition; (4) the preclusion of other  
2 employment by the attorney due to acceptance of the case; and (5) the result obtained and  
3 the importance of the lawsuit to the public. (*Serrano v. Ivy Baker Priest* (1977) 20 Cal. 3d  
4 25, 48–49 [hereinafter “*Serrano III*”].) All these factors favor approval of a multiplier along  
5 the lines of those approved in the cases above. To date, my office has incurred no less than  
6 **\$71,665.00** in attorneys’ lodestar fees, anticipates incurring at least another \$9,500.00 in  
7 lodestar fees, and has advanced **\$25,035.32** in actual litigation costs. Thus, after  
8 reimbursement of our out-of-pocket expenses, the fee request of \$76,666.67 represents a  
9 **1.07** multiplier of the lodestar fees incurred to-date in prosecuting this case.

10 1) *Risks presented by the contingent nature of the case*: The major consideration in  
11 determining the necessity of a multiplier is the contingent nature of the award. (*Ketchum*  
12 *III, supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel, supra*, 307 F.3d at p. 1008.) In  
13 determining what multiplier to award, the probability of success must be assessed *ex*  
14 *ante*, that is, as viewed from the outset of the case. (*See, e.g., Harman v. Lyphomed, Inc.*  
15 (7th Cir. 1991) 945 F.2d 969, 976.) Further, the possibility of no recovery is only one of  
16 the uncertainties involved in taking on such a case. Other uncertainties are the amount  
17 that will be recovered, uncertainty as to the cost, both in effort and expenses, and  
18 uncertainty about how much time will pass before the recovery is obtained. (*See, e.g.,*  
19 *Ketchum*, 24 Cal.4th at pp. 1132–1133, 1138.) My office’s outlay of time and money in  
20 this case has been significant. In all, my office has spent *no less than 86.9* hours to date  
21 investigating, analyzing, researching, litigating, and negotiating a favorable resolution  
22 of this case, in addition to *a minimum of 10* hours that will be spent following final  
23 settlement approval, including to monitor settlement administration and distribution of  
24 funds, and has incurred \$25,035.32 in necessary litigation costs. Unsettled legal issues  
25 also presented risks to the claims in this case. My office bore the substantial risk of an  
26 uncertain outcome in agreeing to prosecute this PAGA action on a contingency fee basis,  
27 as well as the difficulties and delay inherent in such litigation. There was the prospect of  
28 the enormous cost inherent in PAGA representative action litigation, as well as extensive

1 negotiations with a corporate Defendant who vigorously opposed Plaintiff's claims and  
2 right to pursue her individual or class action claims in state court. My office risked  
3 significant time and expense to ensure a successful settlement. As detailed *supra*, the  
4 risks presented in this case were significant, and Defendant's defenses posed serious  
5 risks to the success of this PAGA matter on the merits, assuming we were first successful  
6 at proving the merits of Plaintiff's individual claims at arbitration. These risks illustrate  
7 the recognition by the California Supreme Court in *Ketchum III* that, if multipliers are  
8 not awarded to PAGA counsel in the cases that are successfully settled, counsel's fees  
9 are essentially being cut because the lodestar in and of itself would not account for  
10 contingent risk.

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

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

claims at trial, assuming she was first successful at arbitration, Defendant would likely have mounted an appeal.

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

5) *The result obtained would justify an enhancement:* The results obtained in litigation can properly be used to enhance a lodestar calculation where an exceptional effort produced excellent results. (*Graham, supra*, 34 Cal.4th at p. 582.) Here, the final maximum settlement figure is **\$230,000.00**, which represents roughly **83%** of the total realistic recovery. Considered against the size of the Aggrieved Employees, the risks posed by continued litigation, and the importance of the employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the Aggrieved Employees and LWDA.

6) *The use of a multiplier is permitted in PAGA actions:* PAGA provides that “[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs.” (Lab. Code § 2699(k)(1).) Although PAGA does not provide a specific standard for evaluating attorneys’ fees in connection with a settlement of PAGA claims, California courts have employed a lodestar analysis and use of multipliers for this purpose. “Where a settlement produces a common fund for the benefit of the entire class, courts have discretion to employ either the lodestar method or the percentage-of-recovery method. . . . To guard against an unreasonable result, the Ninth Circuit encourages district courts to “cross-check[] their calculations against a second method. . . . Accordingly, the Court calculates attorneys’ fees in the instant case using the percentage-of-recovery method and then cross-checks its calculations against the lodestar method.” (*Hermosillo v. Davey Tree Surgery Co.* (N.D. Cal. July 7, 2021) No.

1 18-CV-00393-LHK, 2021 WL 2826697, at \*1 [quoting *In re Bluetooth Headset Prods.*  
2 *Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942, 944–45].)

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

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

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

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

- 25 a. Numerous interviews with Plaintiff and review of documents provided by her;  
26 b. Legal research and investigation regarding the Defendant's practices at numerous points  
27 in the litigation;  
28 c. Preparation and submission of Plaintiff's PAGA Notice;

- d. Preparation of multiple drafts of the original class action complaint and subsequent amended complaint, as well as finalization and filing of said complaints;
- e. Extensive meet-and-confer discussions with Defendant's counsel regarding the arbitration agreement and the impact on Plaintiff's class action claims;
- f. Drafting and submitting Plaintiff's Demand for Arbitration;
- g. Informal discovery activity;
- h. Extensive meet-and-confer discussions with Defendant's counsel regarding mediator selection and production of relevant documents and information in preparation for mediation through informal discovery;
- i. Analysis of Defendant's informal discovery production and preparation of a damages model with the aid of a statistics expert;
- j. Contacting witnesses;
- k. Research and preparation of Plaintiff's mediation brief;
- l. Attendance and active participation at a full day of mediation;
- m. Drafting, negotiating, and reviewing multiple drafts of the Settlement and its attachment;
- n. Preparation and submission of the instant motion for settlement approval and accompanying filings;
- o. 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
- p. Communications with Plaintiff throughout the case.

79. As of the drafting of this motion, my office has incurred **\$25,035.32** 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 Fee": a one-time cost for submitting Plaintiff's PAGA Notice to the LWDA;
- (b) "Berger Consulting Group": costs of expert review of discovery for mediation;
- (c) "Tripper Ortman": a one-time cost for mediation services;

(d) “ACE,” “One Legal,” and “Orange County Court”: costs for purchasing court documents, and for filing and serving various documents during this Action.

80. We anticipate incurring additional costs up to and after Settlement approval, including filing costs for the approval motion and any notice of entry of approval order and judgment. However, at this time, we are only requesting reimbursement of our to-date costs (\$25,035.32). Moreover, because our costs are below the maximum allocation (\$30,000.00) under the Settlement, the difference (\$30,000.00 - \$25,035.32 = \$4,964.68) will become part of the NSA for distribution under the Settlement. (Settlement, ¶ III.C.1.) I respectfully submit that our reimbursement request is fair and reasonable.

81. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has been reached that includes a non-reversionary payment by Defendant of at least \$230,000.00 to compensate Aggrieved Employees for Defendant’s alleged employment practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in this action would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 1, 2026, at Los Angeles, California.

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Kane Moon