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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

TEKA SMITH, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

CENTER STREET LENDING CORPORATION; and DOES 1 through 10, inclusive,

Defendants

Case No.: 30-2025-01521474-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 Lawrence Declaration re: Qualifications and Costs for Settlement Administration, (4) [Proposed] PAGA Approval Order, and (5) [Proposed] Judgment]

PAGA APPROVAL HEARING:
Date: October 8, 2026
Time: 2:00 p.m.
Dept.: CX102
Judge: Hon. Layne H. Melzer

Reservation number: 74891479

Action filed: October 21, 2025
Trial date: Not set

DECLARATION OF KANE MOON

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 Teka Smith ("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 Center Street Lending Corporation ("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 *Court-Approved Notice of PAGA Settlement* to be mailed to Aggrieved Employees with 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 the State of California and classified as non-exempt and paid hourly during the PAGA Period ("Aggrieved Employees"). (Settlement, ¶ 1.6.) For purposes of settlement, the "PAGA Period" is October 21, 2024, to March 31, 2026. (*Id.* at ¶ 1.26.)

CASE BACKGROUND AND PROCEDURAL HISTORY

4. Defendant owns and operates a mortgage financing business within the State of California, including in Orange County. Plaintiff worked for Defendant as an underwriter during 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, and regular rate wages owed, including due to Defendant's failure to compensate employees for off-the-clock work, such as waiting in line to clock in for shifts, arriving early to complete work due to deadlines, and completing work assignments after clocking out. Plaintiff also alleges

that Defendant failed to incorporate all remuneration, including non-discretionary bonuses, when calculating the correct overtime rate of pay, meal break premium rate of pay, and sick day rate of pay. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work and Defendant's employment practices, employees regularly experienced missed, untimely, or interrupted breaks, and that Defendant failed to provide any premiums for non-compliant rest breaks or all premiums for non-compliant meals. Plaintiff also alleges that Defendant failed to reimburse employees for all reasonable and necessary business expenses incurred, including the use of her personal cell phones for work purposes. Plaintiff further alleges she and other employees did not receive all wages owed at the time of termination nor accurate itemized wage statements due to Defendant's failure to pay all wages and premiums. Accordingly, Plaintiff alleges Defendant is liable for civil penalties under PAGA.

6. Because of the foregoing alleged violations of the Labor Code, Plaintiff filed a Class Action Complaint on October 21, 2025, alleging Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest breaks, (5) failed to indemnify necessary business expenses, (6) failed to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business practices.

7. Pursuant to PAGA, on October 19, 2025, Plaintiff submitted notice of the alleged Labor Code violations to the California Labor and Workforce Development Agency (the "LWDA"), with certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff's PAGA Notice is attached hereto as **Exhibit 2**. The administrative exhaustion period under PAGA expired without the LWDA indicating any intent to investigate the allegations. On May 11, 2026, Plaintiff filed a First Amended Class and Representative Action Complaint to allege a ninth cause of action for civil penalties under PAGA. The LWDA has no provided any notice of intent to investigate the claims. Accordingly, Plaintiff is duly authorized to act as a private attorney general with respect to the PAGA claims involved in this action.

8. After this action was filed, Defendant produced an arbitration agreement between Defendant and Plaintiff containing a class action waiver. Therefore, pursuant to this valid arbitration agreement between the Parties, Plaintiff will dismiss the class claims in the First Amended Complaint. The First Amended Complaint with dismissal of the class claims is the Operative Complaint.

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

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

<u>DISCOVERY AND INVESTIGATION</u>

11. Following the filing of the complaint, the Parties agreed to engage in settlement negotiations. Prior to settlement negotiations, Defendant provided information and documents, which enabled Plaintiff's Counsel to meaningfully investigate Plaintiff's allegations and assess the value of the PAGA claims. Specifically, Defendant's counsel informally produced a sample of time and pay records and

information including the number of putative Aggrieved Employees, number of pay periods, and average hourly rates.

12. Plaintiff's Counsel reviewed and analyzed all the information that Defendant produced, in conjunction with information provided by Plaintiff. Plaintiff's Counsel investigated the applicable law regarding the claims and defenses asserted in this action. Accordingly, Plaintiff's Counsel were able to evaluate the probability of success on the merits and Defendant's monetary exposure. In sum, Plaintiff and her Counsel's familiarity with the facts of the case and the legal issues involved allowed them to act intelligently in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

13. The Parties engaged in extensive, arm's length negotiations. The negotiations, although conducted in a professional matter, were adversarial. Both sides explored the potential for a settlement of the dispute, but they were also prepared to litigate their position through trial and appeal if a settlement had not been reached. Following a full discussion of the strengths and weaknesses of the claims and defenses, the Parties ultimately reached a resolution, the material terms of which are encompassed within the Settlement at issue.

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

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

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KEY TERMS OF SETTLEMENT

16. Gross Settlement Amount, Funding, Disbursement, and Uncashed Checks. The Gross Settlement Amount ("GSA") is $100,000.00 and is non-reversionary. (Settlement, ¶ 3.1.) Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date. (*Id.* at ¶ 4.1.) Disbursement will occur within 14 days after Defendant fully funds the GSA. (*Id.* at ¶ 4.2.) Any funds remaining uncashed after 180 days from issuance will be transmitted by the Administrator to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee who did not cash the check. (*Id.* at ¶¶ 4.2.1, 4.2.3.)

17. Escalator Clause. The GSA was negotiated based on an estimate that there are 361 aggregate PAGA Pay Periods worked by approximately 76 Aggrieved Employees. (*Id.* at ¶ 8.) The Settlement includes an Escalator Clause whereby should the actual number of PAGA Pay Periods exceed 397 (361+10%), then the GSA shall be increased by a pro rata amount for each additional pay period over 397 pay periods. (*Id.*) However, Defendant has the right at its sole discretion to shorten the PAGA Period to the period which covers 397 pay periods in lieu of increasing the Gross Settlement Amount. (*Id.*) If Defendant elects to limit the PAGA Period to a time at which the number of pay periods reach 397, Defendant must provide written notice of the modified end date of the PAGA Period no later than sixteen (16) court days before the hearing on the PAGA approval motion. (*Id.*)

18. Enhancement Award. The Settlement includes an Enhancement Award to Plaintiff in an amount up to $5,000.00, payable from the GSA. (*Id.* at ¶¶ 1.12, 3.2.2.) This payment is in recognition of Plaintiff's effort in prosecuting the Action. (*Id.* at ¶ 1.12.) In the event the amount approved by the Court is less, the difference will be allocated to the PAGA Penalties. (*Id.* at ¶ 1.18.)

19. Counsel Fees and Litigation Expenses Payments. The Settlement includes attorneys' fees in an amount up to 33 1/3% of the GSA (i.e., at least $33,333.33), plus reimbursement for out-of-pocket litigation costs not to exceed $10,000.00, payable to Plaintiff's Counsel from the GSA. (*Id.* at ¶ 3.2.1.) In the event actual costs are less and/or the amount of fees and costs approved by the Court are less than the amounts requested, the difference will be allocated to the PAGA Penalties. (*Id.* at ¶ 1.18.) Plaintiff's Counsel have incurred $1,705.33 in actual litigation costs to date. A true and correct copy of a report showing these costs is attached hereto as **Exhibit 4**.

20. Administrator Expenses Payment. The Settlement provides for Administrator Expenses Payment to the Administrator, payable from the GSA, in an amount up to $5,000.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.3.) In the event the amount of actual administration costs is less and/or the amount approved by the Court is less than requested, the difference will be allocated to the PAGA Penalties. (*Id.* at ¶ 1.18.) 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 $3,950.00 is attached hereto as **Exhibit 5**.

21. PAGA Penalties. After deducting the Enhancement Award, Counsel Fees and Litigation Expenses Payments, and Administrator Expenses Payment from the GSA, in the amounts specifically approved by the Court, any difference in the amounts requested and the amounts awarded will be allocated as PAGA Penalties. (*Id.* at ¶¶ 1.18, 1.25.) Accordingly, the PAGA Penalties is estimated to be no less than **$56,011.34**,[1] which will be distributed 65% (i.e., 65% * $56,011.34= **$36,407.37**) to the LWDA and 35% (i.e., 35% * $56,011.34= **$19,603.97**) to Aggrieved Employees pursuant to PAGA law governing Plaintiff's claims.

22. Settlement Payments. Each Aggrieved Employee will be entitled to his or her pro rata amount from the 35% share of PAGA Penalties that is directly proportional to the number of pay periods worked in the PAGA Period without having to submit any claim form. (*Id.* at ¶ 3.2.4.1.) This results in an average Individual PAGA Payment of roughly **$257.95** for each of the estimated 76 Aggrieved Employees ($19,603.97 / 76), and a PAGA Pay Period value of **$54.30** for each of the 361 estimated PAGA Pay Periods ($19,603.97 / 361). Assuming an Aggrieved Employee worked one Pay Period, the lowest PAGA payment to an Aggrieved Employee is estimated to be $54.30 (1 Pay Period x $54.30 average Pay Period value). Assuming an Aggrieved Employee worked 38 Pay Periods (maximum number of biweekly Pay Periods in the PAGA Period), the highest PAGA payment is estimated to be $2,063.40 (38 Pay Periods x $54.30 average

[1] The estimated PAGA Penalties Fund was calculated by deducting the following amounts from the GSA ($100,000): $5,000.00 for the Enhancement Award, $1,705.33 for the PAGA Counsel Litigation Expenses Payment, $33,333.33 for the PAGA Counsel Fees Payment, and $3,950.00 for the Administrator Expenses Payment. (Settlement, ¶ 3.2-3.2.4.)

Pay Period value). Settlement Payments will be allocated to 100% penalties for tax purposes. (*Id.* at ¶ 3.2.4.2.) Aggrieved Employees will receive an explanatory letter with their payment. (*Id.* at ¶ 4.2.1.)

23. Releases of Claims. The Released PAGA Claims will be effective upon Defendant's full funding of the Gross Settlement Amount. (*Id.* at ¶ 5.) The release of claims is limited to all claims asserted in the Operative Complaint or any other claims under PAGA, based on the facts alleged, including any and all claims for PAGA penalties for violations of the California Labor Code governing: meal and rest breaks; minimum wages, overtime and double time wages (including, but not limited to, any and all theories related to "off the clock work" or incorrect calculation of the "regular rate of pay"); expense reimbursement; late payment of wages; failure to properly record and maintain employment records; waiting time penalties; wage statement violations; separation pay violations; and unfair business practices. (*Id.* at ¶ 5.1.) The "Released Parties" are "Defendant, its parents, subsidiaries, affiliates, predecessors, insurers, successors and assigns, current and former employees, attorneys, professional employment organizations, officers, directors, and their employee benefit plans and programs and their administrators and fiduciaries." (*Id.* at ¶ 1.29.)

24. No Related Cases. To the best of my knowledge, there is no other pending litigation involving similar claims against Defendant that may be impacted by approval of the Settlement at issue, nor has Defendant pointed to any.

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

25. There can be no doubt that this Settlement is the result of vigorous, adversarial, non-collusive, and arm's-length negotiations between the Parties. Based on Plaintiff's Counsel's analysis of the arguments and information provided by Defendant, and on information from Plaintiff, Plaintiff's Counsel evaluated Defendant's both maximum and risk-adjusted potential exposure in preparation for settlement. Although the analysis revealed that the information provided supported several alleged violations by Defendant, those identifiable violations are predominantly testimony-based. In other words, Plaintiff's analysis revealed that certain claims were not as strong as originally believed.

26. Because Defendant did not require employees to record rest periods, there are no records to establish the rest period claim on the merits. Additionally, there are no records to establish the off-the-clock work claim on the merits. Rather, proof of these claims would need to be supported by declarations from Aggrieved Employees regarding missed rest periods and off-the-clock work as the records themselves

cannot demonstrate what breaks were missed, when, and why and they cannot demonstrate the time, if any, Aggrieved Employees spent working off the clock.

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

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

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

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

31. Based on the foregoing, Plaintiff's Counsel believe it is more reasonable to assess penalties on a $100 civil penalty per pay period basis pursuant to Labor Code § 2699(f)(2)(A) for each of the estimated 361 pay periods at issue, as opposed to a claim-by-claim approach. Accordingly, Plaintiff's Counsel estimate Defendant's maximum PAGA exposure to be **$36,100.00** ($100 x 361). As a result, **the GSA of $100,000 exceeds the realistic exposure estimated to be $36,100.00**.

32. The proposed Settlement therefore represents a substantial recovery when compared to the reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the GSA of $100,000 is within the "ballpark" of reasonableness, and that settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic range of outcomes of the litigation"].)

33. The $100,000 GSA amounts to "genuine and meaningful" relief. This is an excellent result, particularly because, under the Settlement, Aggrieved Employees and the LWDA will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything at all.

34. The Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation, Defendant has had to hire legal counsel, engage in informal discovery, and participate in settlement negotiations. Assuming approval is granted, Defendant will also have to pay civil penalties pursuant to PAGA. Not including its own attorneys' fees and costs, Defendant will pay at least $100,000 to resolve this matter—of which at least $56,011.34 is allocated toward PAGA Penalties and will be distributed as 65% to the LWDA and 35% to Aggrieved Employees, in compliance with PAGA law governing the claims in this Action. (*See* Settlement, ¶ 3.2.4.) This amount is greater than the realistic exposure for the claims, as discussed above. Additionally, the release obtained under the Settlement does not preclude Aggrieved Employees from pursuing any individual (non-PAGA) claims they may have against Defendant or the other Released Parties. (*See id.*

at ¶ 3.2.4.)

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

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

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

38. While Plaintiff's Counsel believe there would be no persuasive grounds to reduce penalties, they recognize that the Court could determine otherwise and significantly reduce any award of penalties. This wide range of potential recovery and additional delays and risks of trial provide justification to settle for a reasonable amount of recovery at this point in the litigation.

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

than what was obtained through the Settlement.

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

THE ENHANCEMENT AWARD SHOULD BE APPROVED

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

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

43. In turn, Aggrieved Employees will now be reimbursed civil penalties for wage violations they may have never known about or been willing to pursue on their own. If each Aggrieved Employee would have tried to pursue legal remedies on their own, that would have resulted in each having to expend a

significant amount of their own monetary resources and time, not to mention limited judicial resources, which were obviated by Plaintiff putting herself on the line on behalf of the Aggrieved Employees and the LWDA. Further, prior to executing the Settlement, Plaintiff carefully reviewed the document and asked questions to ensure her understanding, including as to the total recovery and releases of claims.

44. In the final analysis, this representative action would not have been possible without the aid of Plaintiff, who put her own time and effort into this litigation and placed herself at risk for the sake of the State of California and the Aggrieved Employees. The requested Enhancement Award to Plaintiff for her service as the PAGA Representative is a relatively small amount of money considering the time and effort put into the litigation. For all the foregoing reasons, the requested Enhancement Award of up to $5,000.00 is reasonable.

MY EXPERIENCE AND QUALIFICATIONS

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

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

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

48. My current billing rate is $950.00 per hour, which is my usual rate in wage-and-hour litigations. This billing rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate. (The Laffey Matrix, http://www.laffeymatrix.com/see.html [last visited June 30, 2026].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey

Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (*See, e.g.*, *id.* [applying a 9% upward adjustment to the 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).

H. SCOTT LEVIANT'S EXPERIENCE AND QUALIFICATIONS

50. H. Scott Leviant received his undergraduate degree from Occidental College. Graduating cum laude, Mr. Leviant majored in economics and received a "minor" emphasis in mathematics. Along with his study of economics and mathematics, Mr. Leviant also had an emphasis in physics. This combination of scientific and economic education has been of assistance during his litigation of complex civil actions. Mr. Leviant received his Juris Doctor degree from the University of Southern California Law Center.

51. Mr. Leviant's experience relevant to class action litigation includes the following:

(a) He has been involved in the litigation of class actions since 1997, working as a law clerk on a number of class action matters. Since 1999, Mr. Leviant has participated as an attorney in the litigation of hundreds of class actions, in California Superior Courts and in federal courts in California, Illinois, and Louisiana. Mr. Leviant emphasized litigation of wage and hour class actions beginning in 2005, but he has focused on complex litigation of different types at all times since 1999.

(b) Dating back to 1999, some of the earliest cases in which Mr. Leviant contributed to his then-firm's efforts as co-lead/liaison counsel include:

1) *In re Paradise Memorial Park Litigation*, Los Angeles Superior Court Lead Case No. BC130375; and,

2) *In re Lincoln Memorial Park Litigation*, Los Angeles Superior Court Lead Case No. BC133643.

(c) Mr. Leviant has litigated contested class certification motions multiple times, prevailing on many. Examples include the following:

1) In 2023, he certified a rest break claim against SMS Transportation, in the matter of *Beard v. SMS Transportation*. Rest break claims are notably difficult to certify.

2) In 2023, he certified a regular rate claim against Downtown Women's Center, in the matter of *Evans v. Downtown Women's Center*.

3) In 2018, he certified wage and hour claims against Home Depot, in the matter of *Utne v. Home Depot*, in the United Stated District Court, Northern District of California. The contested certification resulted in a certified class of roughly 140,000 individuals.

4) In 2019, he certified a Fair Credit Reporting Act claim related to employment background checks against Wal-Mart Stores, Inc., in the matter of *Pitre v. Wal-Mart Stores, Inc*., in the United Stated District Court, Central District of California. The contested certification resulted in a certified class of over 5,000,000 individuals.

5) In 2018, he fully briefed a contested class certification motion in the matter of *Harelson v. U.S. Aviation*, in the United Stated District Court, Northern District of California. After certification was fully briefed, the matter successfully settled.

6) In 2013, he certified an investment fraud suit, in the matter of *Larsen v. Coldwell Banker*, in the United Stated District Court, Central District of California.

7) In 2012, he fully briefed a contested class certification motion, in the wage and hour matter of *Gillings v. Time Warner*, in the United Stated District Court, Central District of California. In that matter, summary judgment was granted against his clients and the certification motion was deemed moot. Mr. Leviant appealed to the Ninth Circuit and obtained a reversal of the District Court's decision. Upon remand, the matter settled.

8) In approximately 2011, he fully briefed a contested class certification motion, in the wage and hour matter of *Gomez v. Lincare, Inc*., in the Superior Court of California, County of Orange. Certification was denied. The result was appealed, and a partial reversal was obtained.

9) In approximately 2008, he fully briefed a contested class certification motion, in the wage and hour matter of *Ghazaryan v. Diva Limousine, LTD.*, Superior Court of California, County of Los Angeles. Certification was denied. Mr. Leviant appealed, handling all briefing, and, in *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal.App.4th 1524 (2009), pet. for rev. denied, he obtained a decision directing the trial court to certify the class. *Ghazaryan* is now widely cited, including by the California Supreme Court, as a comprehensive source for the standards applied to certification motions in California.

10) In approximately 2006, Mr. Leviant fully briefed a contested class certification motion, in the wage and hour matter of *Laliberte v. Pacific Mercantile Bank*, Superior Court of California, County of Orange. Certification was denied. He appealed, handling all briefing. The published opinion of *Laliberte v. Pacific Mercantile Bank*, 147 Cal.App.4th 1 (2007), rev. denied, pet. for cert. den. resulted, and he

petitioned for a Writ of Certiorari related to certification due process issues.

11) In approximately 2008, Mr. Leviant assisted with briefing of a contested class certification motion, in the wage and hour matter, against the Automobile Club of Southern California (AAA). A class was certified and the matter tried.

(d) Mr. Leviant has prosecuted appeals in more than 20 class action matters alone, arguing before the United States Court of Appeals for the Ninth Circuit Court and several of California's Courts of Appeal. He has taken several appeals through to Petitions for Writs of Certiorari to the United States Supreme Court. In connection with the appeals he has handled, Mr. Leviant has participated in appeals resulting in decisions concerning or relating to class actions or wage and hour issues. Among others, those include:

1) *Camp v. Home Depot, U.S.A., Inc.*, 84 Cal. App. 5th 638 (October 24, 2022), *rev. granted* (February 1, 2023);

2) *Donohue v. AMN Services, Inc.*, (February 25, 2021) (amicus counsel)

3) *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. Jan. 29, 2019), pet. for rehearing and pet. for *en banc* rehearing den.;

4) *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), *as modified on denial of reh'g* (Aug. 29, 2018);

5) *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir. 2014);

6) *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal. App. 4th 1524 (2009), pet. for rev. denied;

7) *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007), rev. denied, pet. for cert. denied;

8) *Alvarez v. May Dept. Stores Co.*, 143 Cal. App. 4th 1223 (2006), rev. denied, pet. for cert. denied;

9) *Johnson v. Glaxosmithkline, Inc.*, 166 Cal. App. 4th 1497 (2008), rev. denied;

10) *Howard, et al. v. America Online, Inc.,* 208 F.3d 741 (9th Cir. 2000), pet. for cert. denied;

11) *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011) (amicus counsel);

12) *D. R. Horton, Inc. and Michael Cuda*, Case 12–CA–25764, 357 NLRB No. 184 (January 3, 2012) (amicus counsel). This NLRB matter is of particular note, as it is at the center of a dispute regarding the interplay between the Federal Arbitration Act (FAA) and two labor relations laws, the National Labor Relations Act (NLRA) and Norris-LaGuardia Act. Cases highlighting that issue have been accepted by the United States Supreme Court.

(e) Mr. Leviant was the lead appellate author in a matter before the California Supreme Court that generated substantial interest in the field of wage and hour litigation. That matter, *Troester v. Starbucks Corporation*, resolved a significant issue of whether, under California law, a *de minimis* defense exists to the employer's obligation to pay all wages for all compensable time worked by an employee.

(f) Mr. Leviant was the lead appellate counsel in a matter before the California Court of Appeal (Sixth Appellate District) that generated substantial interest in the field of wage and hour litigation. That matter, *Camp v. Home Depot, U.S.A., Inc.*, held that prior jurisprudence erroneously concluded that, under California law, underpayment of wages as a result of rounding of time clock punches is lawful so long as the rounding was neutral on its face and as applied. *Camp* is now pending before the California Supreme Court but remains citable as authority pursuant to an Order of the California Supreme Court.

(g) In addition to Mr. Leviant's work on complex litigation matters and class actions, he has authored published articles and columns on issues related to class actions and other litigation issues, including:

1) H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J. 18 (2006), at http://blj.ucdavis.edu/article.asp?id=636 (May 1, 2006);

2) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Where Troester Stops Not Even Troester Knows*, DAILY JOURNAL (Los Angeles), July 2, 2019;

3) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Unaccounted Time: Reading the Tea Leaves of Troester*, DAILY JOURNAL (Los Angeles), September 12, 2018;

4) Dennis F. Moss and H. Scott Leviant, *Class Actions: One step forward after two steps back*, DAILY JOURNAL (Los Angeles), January 11, 2012;

5) H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY JOURNAL (Los Angeles), December 28, 2010;

6) H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los Angeles), April 21, 2010;

7) H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class Action Defense?*, FORUM, January/February 2009

8) H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-2010 (Ongoing series);

9) H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to Bind Judiciary*, Daily Journal (San Francisco), March 15, 2010;

10) H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los Angeles), December 2, 2009;

11) H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15, 2008;

12) H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los Angeles), May 4, 2007;

13) H. Scott Leviant, *A Bad Meal Deal: 'Brinker' Gets the Incentive Question Wrong*, DAILY JOURNAL (Los Angeles), August 6, 2008;

14) H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage Cases*, FORUM, January/February 2008;

15) H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional*

Element in a Comprehensive Litigation Plan, ADVOCATE, April 2006;

16) H. Scott Leviant, *Improving Rule 12(b)(6) survival odds: Some considerations for effective RICO pleading*, CIVIL RICO REPORT, Volume 15, Number 22, April 26, 2000 (LRP Publications).

(h) In addition to publications in industry newspapers, periodicals and journals, Mr. Leviant is the Supervising Editor, primary author and founder of the legal blog The Complex Litigator (http://www.thecomplexlitigator.com). The Complex Litigator reports and comments on news and topics relevant to class action and complex litigation practice, with a primary emphasis on wage and hour litigation issues. Through his blog, Mr. Leviant has also, on occasion, published podcasts of round table discussions with preeminent members of the wage and hour practice bar on both the plaintiff and defense sides. His blog has been cited to the California Supreme Court in at least one Petition for Review. The Complex Litigator has been in existence since 2008, having outlasted many other legal blogs, and it has a unique readership that numbers in the tens of thousands.

(i) Mr. Leviant has also lectured on issues related to class actions and complex litigation, including the following educational seminars:

1) *Strategies for Settlement of Individual and Wage & Hour Class Actions*, Bridgeport's Eighth Annual Wage & Hour Litigation Conference (December 16, 2011)

2) *The Year in Review – Staying Abreast of Current Cases*, Consumer Attorneys of San Diego Class Action Symposium (October 14, 2011)

3) *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's Mid Year Wage & Hour Litigation Conference (June 3, 2011)

4) *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden State Antitrust and Unfair Competition Law Institute (October 21, 2010)

5) *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference (October 2, 2010)

6) *Word v. WordPerfect Software, Tips, Tools and Tricks*: Legal Technology

for Plaintiffs Employment Lawyers (September 30, 2010)

7) *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19, 2010)

8) *20 Tips for Successful Navigation of e-Discovery Requirements*, Los Angeles County Bar Association's Thirtieth Annual Labor and Employment Law Symposium (March 31, 2010)

9) *Social Networking for Lawyers*: A Roadmap to Success, Los Angeles County Bar Association's 2nd Annual two-day 2009 Small Firm and Solo Practitioners Conference: MISSION POSSIBLE (June 25, 2009)

10) *A Seminar Overview of the Current State of Employment Law*, The Westchester/LAX/Marina Del Rey Chamber of Commerce (February 23, 2006)

(j) Mr. Leviant served three consecutive years as an elected member of the Board of Governors of the Consumer Attorneys of California. In that capacity, he worked to preserve the right of California's consumers and employees to bring proposed class actions. For example, Mr. Leviant provided assistance to CAOC in its successful effort to defeat AB 298, which would have substantially impaired the ability of plaintiffs to prosecute class actions in California. More recently, on behalf of CAOC, Mr. Leviant co-authored several requests for publication of unpublished class action decisions, including one such request in *Jaimez v. Daiohs USA, Inc*., 181 Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in the Eighth Circuit matter entitled *Avritt v. Reliastar Life. Ins. Co*., Case No. 09-2843, the California Supreme Court matter entitled *Californians for Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006), and the California Court of Appeal matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011).

52. Mr. Leviant's current hourly billing rate is $975.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Leviant's 20+ years of experience, his Laffey Matrix rate with a 2.53% adjustment is $1,258.04 per hour ($1,227 Laffey Matrix rate + (2.53% x $1,227)). Accordingly, Mr. Leviant's current hourly billing rate of $975.00 is more than reasonable considering his practice area, geographic market, experience, including all of the above information, reputation, and generally accepted

hourly rates.

LILIT TER-ASTVATSATRYAN'S EXPERIENCE AND QUALIFICATIONS

53. 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.

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

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

56. Ms. Ter-Astvatsatryan's billing rate is $850.00 per hour, which is her usual hourly rate in wage and hour litigations. Based on Ms. Ter-Astvatsatryan's nearly nine years of experience, her Laffey Matrix rate with a 2.53% adjustment is $924.92 per hour ($902 Laffey Matrix rate + (2.53% x $902)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Ter-Astvatsatryan's billing rate of $850.00 per hour is reasonable.

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

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

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

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

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

(a) *Ana Rose De Jesus, et al. v. Philippine National Bank, et al*, Los Angeles 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.

59. 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.

JAEYOUNG LEE'S EXPERIENCE AND QUALIFICATIONS

60. Jaeyoung Lee is an associate attorney at Moon Law Group, PC. Mr. Lee received his B.A., cum laude, in Philosophy from Washington University in St. Louis, and his Juris Doctorate and Tax Law Certificate from UC Davis School of Law. While in law school, Mr. Lee received Dean's Merit Scholarship for all three years. Following law school, Mr. Lee worked as a tax attorney representing taxpayers before both Federal and state administrative agencies and courts prior to joining Moon Law Group, PC.

61. Mr. Lee became an Active Member of the State Bar of California in 2022 and has been an Active Member in good standing continuously since then. He is also admitted to practice in the United States District Court for the Central District of California. Since joining Moon Law Group, PC, his practice has focused on wage-and-hour actions involving claims related to unpaid overtime and minimum wages, meal and rest break violations, unreimbursed business expenses, improper wage statements, and unfair business practices.

62. Mr. Lee's billing rate is $600.00 per hour, which is his usual hourly rate in wage-and-hour litigations. Based on Mr. Lee's 5 years of experience out of law school, 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.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Lee's billing rate of $600.00 per hour is reasonable. In addition to the present case, Mr. Lee is also class counsel for other wage-and-hour class action lawsuits pending in various counties throughout California, including in state and federal courts. The following is a list of some recent class action settlements that have received preliminary and/or final approval: *Yadao v. CalPrivate Bank, Inc.*, San Diego Superior Court Case No. 30-2021-00053493; *Hernandez v. AB Staffing Solutions, LLC*, Ventura Superior Court Case No. 56-2021-00561570-CU-OE-VTA; *De Leon v. Polyloom Corporation of America*, Alameda County Superior Court Case No. 22CV005969

PAGA COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

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

REQUEST FOR ATTORNEYS' FEES AND COSTS

67. In line with the Settlement, my firm requests an award of attorneys' fees in an amount of 33 1/3% of the GSA (i.e., $33,333.33), plus reimbursement for actual litigation costs in the amount of $1,705.33. (Settlement, ¶ 3.2.1.)

68. 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.

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

Attorney	Rate	Hours	Lodestar
Kane Moon	$950.00	12.8	$12,160.00
H. Scott Leviant	$975.00	5.7	$5,557.50
Lilit Ter-Astvatsatryan	$850.00	5.5	$4,675.00
Jaeyoung Lee	$600.00	20.9	$12,540.00
	Total:	**44.9**	**$34,932.50**

70. Attached hereto as **Exhibit 9** are true and correct copies of the billing entries for myself, Mr. Leviant, Ms. Ter-Astvatsatryan, and Mr. Lee. 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**.

71. "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.) 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 *but is not requested*.

72. 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.)

(a) Number of Hours Expended by My Office is Reasonable: As set forth in this declaration, my office expended a significant amount of time litigating the case to achieve an excellent result on behalf of the Aggrieved Employees. To date, my office has spent no less than **44.9 hours** litigating this case. In the event the Court grants settlement approval, my office will spend additional time related to this litigation, including to monitor administration of the settlement after approval, committing no less, although likely more, than **10** hours to those additional tasks. The number of hours that my office has and will devote to this case is reasonable. (*See, e.g.*, *Ketchum III v. Moses* (2001) 24 Cal.4th 1122, 1133 [fee award should be fully compensatory and, "absent circumstances rendering the award unjust, an attorney fee award should ordinarily include compensation for *all* the hours *reasonably spent*"] [emphasis in original]; *Serrano v. Unruh* (1982) 32 Cal. 3d 621, 624 [counsel are entitled to compensation for all hours reasonably expended]; *Hensley*, *supra*, 461 U.S. at pp. 435–36; *Caudle v. Bristow Optical Co.* (9th Cir. 2000) 224 F.3d 1014, 1028; *Cabrales v. Cty. of L.A.* (9th Cir. 1991) 935 F.2d 1050, 1052–53.) As discussed above, my office was required to expend considerable time and resources to investigate, litigate, and successfully settle these claims for the benefit of the Aggrieved Employees.

(b) The Attorneys' Hourly Rates are Reasonable: "[T]he established standard when determining a reasonable hourly rate is the 'rate prevailing in the community for similar work performed by attorneys of comparable skill, experience, and reputation.'" (*Camacho v. Bridgeport Fin., Inc.* (9th Cir. 2008) 523 F.3d 973, 979 [quoting *Barjon v. Dalton* (9th Cir. 1997) 132 F.3d 496, 502].) 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: Once this lodestar figure has been determined, the Court may take into account other "enhancement" factors to adjust the lodestar award. As the California Supreme Court has held, contingency fees should be higher than fees for the same legal services paid concurrently with the provision of the services. (*Ketchum III*, *supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel v. Equitable Life Assurance Soc'y of the U.S.* (9th Cir. 2002) 307 F.3d 997, 1008.) "A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases." (*Ketchum,* 24 Cal.4th at p. 1133.) Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. (*Id.*) A risk enhancement is "earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather, it is intended to approximate market-level compensation for such services, which typically includes a premium for the risk of nonpayment or delay in payment of attorney fees." (*Id.* at p. 1138.) **Multipliers normally range from two to four or higher.** (*Wershba*, *supra*, 91 Cal.App.4th at p. 255; *see also Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, n.6 ["most" common fund cases apply a multiplier of 1.0–4.0]; *Been v. O.K. Indus., Inc.* (E.D. Okla. 2011, No. CIV–02–285–RAW) 2011 WL 4478766, *11 [citing a study "reporting [an] average multiplier of 3.89 in survey of 1,120 class action cases" and finding that a multiplier of 1.22 would be "per se reasonable"].) Factors considered in determining whether a lodestar multiplier is appropriate generally include: (1) the risks presented by the contingent nature of the case; (2) the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly; (3) the nature of the opposition; (4) the preclusion of other employment by the attorney due to acceptance of the case; and (5) the result obtained and the importance of the lawsuit to the public. (*Serrano v. Ivy Baker Priest* (1977) 20 Cal. 3d 25, 48–49 [hereinafter "*Serrano III*"].) All these factors favor approval of a multiplier along the lines of those approved in the cases above. To date, my office has incurred no less than **$34,932.50** in attorneys' lodestar fees, anticipates incurring at least another $9,500.00 in lodestar fees, and has advanced **$1,705.33** in actual litigation costs. Thus, after reimbursement of our out-of-pocket expenses, the fee request of $33,333.33 represents a **0.95** multiplier of the lodestar fees incurred to-date in prosecuting this case, which means the lodestar is *greater* than the fee request.

1) *Risks presented by the contingent nature of the case*: The major consideration in determining the necessity of a multiplier is the contingent nature of the award. (*Ketchum III*, *supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel*, *supra*, 307 F.3d at p. 1008.) In determining what multiplier to award, the probability of success must be assessed *ex ante*, that is, as viewed from the outset of the case. (*See, e.g.*, *Harman v. Lyphomed, Inc.* (7th Cir. 1991) 945 F.2d 969, 976.) Further, the possibility of no recovery is only one of the uncertainties involved in taking on such a case. Other uncertainties are the amount that will be recovered, uncertainty as to the cost, both in effort and expenses, and uncertainty about how much time will pass before the recovery is obtained. (*See, e.g.*, *Ketchum*, 24 Ca1.4th at pp. 1132–1133, 1138.) My office's outlay of time and money in this case has been significant. In all, my office has spent *no less than* **44.9** hours to date investigating, analyzing, researching, litigating, and negotiating a favorable resolution of this case, in addition to *a minimum of* **10** hours that will be spent following final settlement approval, including to monitor settlement administration and distribution of funds, and has incurred $1,705.33 in necessary litigation costs. Unsettled legal issues also presented risks to the claims in this case. My office bore the substantial risk of an uncertain outcome in agreeing to prosecute this PAGA action on a contingency fee basis, as well as the difficulties and delay inherent in such litigation. There was the prospect of the enormous cost inherent in PAGA representative action litigation, as well as extensive negotiations with a corporate Defendant who vigorously opposed Plaintiff's claims and right

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

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

3) *Vigorous opposition by Defendant*: Counsel who skillfully overcome difficult issues or uncompromising opposition in the litigation are entitled to a fee enhancement. (*Serrano III*, *supra*, 20 Cal.3d at 49.) Here, before eventually agreeing to a settlement, Defendant asserted a vigorous defense and challenged Plaintiff's ability to litigate her individual and class action claims. Further, proceeding to arbitration, and if successful, then trial would have added years to the resolution of this case because of the difficult legal and factual issues raised and the likelihood of appeals. Indeed, even if Plaintiff prevailed on the representative PAGA 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 **$100,000**, which exceeds the total estimated 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. 18-CV-00393-LHK, 2021 WL 2826697, at *1 [quoting *In re Bluetooth Headset Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942, 944–45].)

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

74. The risk to my office has been very significant, particularly if we would not be successful in pursuing this representative action. In that case, we would have been left with no compensation for all the time taken in litigating this case. Indeed, I have taken on a number of class and/or PAGA action cases that

have resulted in thousands of attorney hours being expended and ultimately having the defendant company going bankrupt. The contingent risk in these types of cases is very real and occurs regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

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

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

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

b. Legal research and investigation regarding the Defendant's practices at numerous points in the litigation;

c. Preparation and submission of Plaintiff's PAGA Notice;

d. Preparation of multiple drafts of the original class action complaint and subsequent amended complaint, as well as finalization and filing of said complaints;

e. Extensive meet-and-confer discussions with Defendant's counsel regarding the arbitration agreement and the impact on Plaintiff's class action claims;

f. Informal discovery activity;

g. Extensive meet-and-confer discussions with Defendant's counsel regarding production of relevant documents and information in preparation for settlement through informal discovery;

h. Analysis of Defendant's informal discovery production;

i. Extensive meet-and-confer discussions with Defendant's counsel regarding litigation strategy and settlement;

j. Contacting witnesses;

k. Research and preparation of settlement 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.

77. As of the drafting of this motion, my office has incurred **$1,705.33** 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) "One Legal – Complaint": the initial case filing fee for initiating Plaintiff's action; and

(c) "One Legal": costs for filing and serving various documents during this Action, including the proof of service, notice, stipulation and order, joint statement, and Operative Complaint.

78. 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 ($1,705.33). Moreover, because our costs are below the maximum allocation ($10,000) under the Settlement, the difference ($10,000 - $1,705.33 = $8,294.67) will revert to PAGA Penalties. (Settlement, ¶ 1.18.) I respectfully submit that our reimbursement request is fair and reasonable.

79. 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 $100,000 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 June 30, 2026, at Los Angeles, California.

____
Kane Moon