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

ALEXIS T. BROWN, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

PARATRANSIT, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants

Case No.: 23CV003960

CLASS AND REPRESENTATIVE ACTION

[Assigned for All Purposes to the Honorable Jill Talley, Department 23]

**DECLARATION OF KANE MOON IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Plaintiff Alexis T. Brown, and
[Proposed] Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: July 18, 2025

Time: 9:00 a.m.

Dept.: 23

Reservation #: A-03960-002

Complaint Filed: June 29, 2023

FAC Filed: September 19, 2023

Trial Date: Not Set

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1 wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize
2 and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed to pay final wages at
3 termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business
4 practices. On September 19, 2023 Plaintiff filed the operative First Amended Class and Representative
5 Action Complaint, adding a single cause of action for Civil Penalties under PAGA.

6 6. The Parties thereafter commenced formal discovery, propounding and responding to requests
7 from one another. Defendant took Plaintiff's deposition on December 14, 2023.

8 7. On June 6, 2024, Defendant filed a Motion for Summary Adjudication as to Plaintiff's third,
9 fourth, and fifth causes of action for failure to provide meal periods, failure to authorize and permit rest
10 periods, and failure to indemnify necessary business expenses. On August 23, 2024, the Court granted
11 summary adjudication of Plaintiff's meal period claim and reimbursement of necessary business expenses
12 claim but denied summary adjudication of Plaintiff's rest break claim.

13 8. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations.
14 Defendant asserts it complied with all of its compensation obligations, including compensating Class
15 Members for all off-the-clock work, and therefore, Plaintiff and other Class Members were paid all wages
16 owed. Defendant also argue that Defendant did not fail to incorporate any bonuses into Plaintiff's and Class
17 Member's regular rate for purposes of overtime and sick pay as such bonuses were discretionary. Defendant
18 maintains compliance with all its rest period obligations. To the extent Class Members received wage
19 statements that were allegedly inaccurate, Defendant asserts employees suffered no actual damage or harm
20 as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013
21 WL 622032, at *10 [“A plaintiff must adequately plead an injury arising from an employer's failure to
22 provide full and accurate wage statements, and the omission of the required information alone is not
23 sufficient.”].) With respect to Plaintiff's claim for waiting time penalties, Defendant alleges its good-faith
24 belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiff cannot prove
25 Defendant's alleged failure to pay all final wages at the time of separation was “willful.” (*See, e.g., Pedroza*
26 *v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For
27 these reasons, among others, Defendant denies all of Plaintiff's claims and allegations, and further claims it
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1 did not engage in any unfair business practices and denies liability under PAGA. Defendant also maintains
2 the claims are improper for class treatment, in part, due to the individualized and testimony-intensive nature
3 of the wage claims that could bar class certification or significantly reduce Defendant's overall liability.

4 DISCOVERY AND INVESTIGATION

5 9. The Parties agreed to mediate the instant action, and participated in private mediation with
6 Brandon McKelvey, Esq., an experienced class and PAGA action mediator. In preparation for mediation, the
7 Parties agreed to a protocol for an informal exchange of documents and information before mediation. Prior
8 to mediation, Plaintiff obtained from Defendant, through formal and informal discovery, documents and data
9 that were necessary and helpful to evaluate the claims asserted in this action. Defendant produced a
10 statistically significant sample of time and pay records for the putative Class, Plaintiff's personnel file, and
11 Defendant's written policies. Defendant also provided information regarding the estimated number of current
12 and formerly employed Class Members, Aggrieved Employees, and PAGA Pay Periods.

13 10. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information
14 Defendant provided, including the sample records and documents regarding Defendant's wage and hour
15 policies. Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage
16 analysis prior to the mediation. The sample time and pay records analyzed represented approximately 99%
17 of the Class, which allowed Plaintiff's expert to prepare an analysis with certainty. In conjunction with their
18 extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims
19 and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel was able to evaluate the probability
20 of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for
21 all claims. Thus, Plaintiff's and her Counsel's familiarity with the facts of the case and the legal issues raised
22 by the pleadings allowed them to act intelligently in negotiating the Settlement.

23 SETTLEMENT NEGOTIATIONS

24 11. On March 19, 2025, the Parties participated in a full day of private mediation before Brandon
25 McKelvey, Esq. The negotiations were at arm's length and, although conducted in a professional manner,
26 were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the
27 dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had
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1 not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of
2 Plaintiff's claims and Defendant's defenses, a settlement was reached by the Parties. The material terms of
3 the settlement are set out in the Class Action and PAGA Settlement Agreement ("Settlement"). A true and
4 correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**.

5 12. The Settlement provides for a non-reversionary, Gross Settlement Amount of at least
6 \$264,999.00, subject to potential increase pursuant to an escalator clause. (Settlement, ¶¶ 3.1, 8.)

7 13. The "Net Settlement Amount" means the Gross Settlement Amount, less the following
8 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment,
9 Class Representative Enhancement Payment, Class Counsel Fees Payment, Class Counsel Litigation
10 Expenses Payment, and the Administration Expenses Payment. (*Id.* at ¶ 1.26.) The remainder is to be paid to
11 Participating Class Members as Individual Class Payments. (*Id.*) The Net Settlement is estimated to be
12 \$109,166.00 as discussed *infra* at paragraph 39.

13 14. The Individual Class Payments will be allocated as 10% to taxable wages and 90% to non-
14 taxable penalties and interest. (*Id.* at ¶ 3.2.4.1.) The Individual PAGA Payments to Aggrieved Employees
15 will be entirely allocated to penalties. (*Id.* at ¶ 3.2.5.2.)

16 15. Class Members will not need to submit any claim form as a condition of payment. (*Id.* at ¶ 3.1.)
17 Each Class Member who does not opt-out will be entitled to a pro rata share of the Net Settlement Amount
18 that is directly proportional to the number of Workweeks worked during the Class Period. (*Id.* at ¶ 3.2.4.)
19 "Workweek" means any week during which a Class Member worked for Defendant at least one day, during
20 the Class Period. (*Id.* at ¶ 1.43.) Likewise, each Aggrieved Employee will be entitled to a pro rata share of
21 the 25% share of the PAGA Penalties directly proportional to the number of PAGA Pay Periods. (*Id.* at ¶
22 3.2.5.1.) "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for
23 Defendant for at least one day during the PAGA Period. (*Id.* at ¶ 1.28.)

24 16. The "Class" is defined as "all persons who worked for Defendant as non-exempt employees in
25 the State of California at any time during the Class Period." (*Id.* at ¶ 1.5.) "Class Period" means the period
26 from October 10, 2021 to May 18, 2025. (*Id.* at ¶ 1.12.) Based on a review of its records to date, Defendant
27 estimates there are 210 Class Members who collectively worked a total of 10,400 Workweeks during the
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1 Class Period. (*Id.* at ¶ 4.1.) The Class contains an estimated 194 Aggrieved Employees, defined as all persons
2 who worked for Defendant as non-exempt employees in the State of California at any time during the PAGA
3 Period. (*Id.* at ¶¶ 1.4, 4.1.) “PAGA Period” means the period from June 24, 2022 to May 18, 2025. (*Id.* at ¶
4 1.29)

5 17. The claims released by Class Members, other than those who submit requests for exclusion (the
6 “Released Class Claims”) are all claims that were alleged, or reasonably could have been alleged, based on
7 the facts stated in the Operative Complaint in the Lawsuit during the Class Period. (*Id.* at ¶ 5.2.) Plaintiff and
8 Aggrieved Employees release the PAGA claims pled in the Operative Complaint and the PAGA Notice, or
9 that could have been reasonably pled based on the factual allegations pled in the Operative Complaint and
10 the PAGA Notice, on behalf of all hourly non-exempt persons employed by Defendant in California for the
11 PAGA Period. (*Id.* at ¶ 5.3.)

12 18. The maximum exposure is \$4,143,783.39 and the realistic exposure is \$297,689.86. A detailed
13 discussion of the maximum and realistic exposure estimates for each of Plaintiff’s claims and how these
14 exposure amounts were calculated is provided *infra* at paragraphs 29 through 34.

15 19. The Settlement provides for PAGA Penalties of \$20,000.00. (*Id.* at ¶ 3.2.5.) Pursuant to PAGA,
16 75% or \$15,000.00 is allocated to the Labor and Workforce Development Agency (the “LWDA”) and 25%
17 of \$5,000.00 is allocated to Aggrieved Employees. (*Id.*) A detailed discussion on the fairness of the PAGA
18 Penalties and the valuation of the PAGA civil penalties is provided *infra* at paragraph 35. On June 24, 2023,
19 Plaintiff gave written notice to the LWDA of the alleged Labor Code violations, with certified mail service
20 on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s PAGA Notice letter to
21 Defendant and the LWDA is attached hereto as **Exhibit 2**. To date, the LWDA has not indicated its intent to
22 investigate the alleged violations or intervene in this Action.

23 20. In compliance with Labor Code section 2699, subdivision (1)(2), Plaintiff’s Counsel submitted
24 to the LWDA a notice of settlement and a copy of the proposed Settlement. A true and correct copy of the
25 LWDA’s email confirming receipt thereof is attached hereto as **Exhibit 3**.

26 21. Defendant shall fund the Gross Settlement Amount in three equal installments: the first payment
27 of \$88,333.00 shall be made by March 15, 2026, or 30 days after the Court’s Order finally approving the
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1 Settlement, whichever date is later; the second payment of \$88,333.00 shall be made by September 15, 2026,
2 or six months following the date of the first installment payment, whichever date is later; and, the third and
3 final payment of \$88,333.00 shall be made by March 15, 2027, or one year following the date of the first
4 installment payment, whichever date is later.¹ (*Id.* at ¶ 4.3.) The Parties agree that the Settlement
5 Administrator shall begin distributing settlement payments on a rolling basis as each installment payment is
6 received from Defendant. (*Id.*) The Administrator is authorized to issue partial distributions in accordance
7 with the proportionate share of the Gross Settlement Amount received, and shall continue to make subsequent
8 distributions as additional funds are received, until the entire Gross Settlement Amount has been distributed.
9 (*Id.*)

10 22. Defendant estimates there are 210 Class Members who collectively worked a total of 10,400
11 Workweeks during the Class Period, and approximately 194 Aggrieved Employees who worked a total of
12 4,820 PAGA Pay Periods during the PAGA Period. (*Id.* at ¶ 4.1.) Class Members are estimated to receive an
13 average of \$519.84, with an average Workweek value of \$10.50. Aggrieved Employees are estimated to
14 receive an average of \$25.77, with an average Pay Period value of \$1.04. A detailed discussion of the
15 estimated payments to Class Members and Aggrieved Employees is provided *infra* at paragraph 39.

16 23. The Settlement does not provide for a *cy pres* distribution. For any Class Member whose
17 Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the
18 void date, the Administrator shall transmit the funds represented by such checks to the California Controller's
19 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
20 the requirements of California Code of Civil Procedure § 384(b). (*Id.* at ¶ 4.4.5.)

21 24. The Parties jointly appointed ILYM, Inc. as the neutral entity to administer this Settlement. (*Id.*
22 at ¶ 1.2.) The Settlement provides for an Administration Expenses Payment not to exceed \$15,000.00 (*Id.* at
23 ¶ 3.2.3.) At this time, the Administrator estimates costs will be \$7,250.00, and a true and correct copy of the
24 Settlement Administrator's costs estimate is attached hereto as **Exhibit 4**. The proposed class notice is

25 ¹ The funding schedule was a critical component in settling the Action to ensure Defendant could fund
26 the Gross Settlement Amount within its financial constraints. As part of the Parties' settlement
27 negotiations, Defendant provided Plaintiff's Counsel with comprehensive financial documents from the
28 years 2019 through 2025. After a review of Defendant's financials, the Parties determined that the funding
schedule is fair as it allows Defendant to make timely payments to the Class while remaining in business.

1 attached to the Settlement as **Exhibit A** and has been agreed to by counsel for the Parties. The Notice
2 adequately informs Class Members of the terms of the Settlement and avoids commentary on the merits of
3 the Settlement. (*See generally id.*, Exh. A.) The Administrator will mail the Notice to Class Members in
4 English by First Class United States mail using data provided by Defendant and after running a check of the
5 data from Defendant against those on file with the U.S. Postal Services' National Change of Address List
6 (*Id.* at ¶ 7.4.2.) The Parties agree that the Class Notice in English will be sufficient to inform Class Members
7 of the Settlement. Defendant will provide the Class Data to the Administrator within 21 calendar days from
8 the date of preliminary approval, and the Administrator will mail the Notices within 14 calendar days
9 following receipt of the Class Data. (*Id.* at ¶¶ 4.2, 7.4.2.) The Notice explains the procedure under which a
10 Class Member can dispute the number of individual Workweeks and/or PAGA Pay Periods credited to
11 them. (*Id.* at ¶ 7.6, Exh. A.) Additionally, the Notice explains how Class Members may, should they choose
12 to do so, opt-out or otherwise object to the Settlement. (*Id.* at ¶ 7.7, Exh. A.) Class Members need not file or
13 serve, or state in any written objection, a notice of intention to appear at the Final Approval Hearing. (*Id.* at
14 ¶ 7.7.2, Exh. A.) Class Members will have 60 days after the Administrator initially mails the Notice to submit
15 a Request for Exclusion or a written Objection to the Settlement. (*Id.* at ¶ 1.41.) In the case of a re-mailed
16 Notice, Class Members will have an additional 14 calendar days from re-mailing. (*Id.*) Requests for
17 Exclusion and objections will be mailed to and handled by the Administrator. (*See id.* at ¶ 7.)

18 25. The Settlement provides a fee application of not more than one-third of the Gross Settlement
19 Amount for reasonable attorneys' fees (currently estimated to be \$88,333.00), plus reimbursement for actual
20 litigation costs not to exceed \$25,000.00, payable from the Gross Settlement Amount, subject to Court
21 Approval. (*Id.* at ¶ 3.2.2.) At this time, Plaintiff's Counsel has incurred \$23,420.29 in litigation costs, and a
22 true and correct copy of an itemized detail of the costs is attached hereto as **Exhibit 5**. Plaintiff's Counsel
23 expects to incur approximately \$1,000.00 or less in additional costs from preliminary approval to final
24 approval for filing and service fees.

25 26. The Settlement includes a Class Representative Enhancement Payment up to \$7,500.00 payable
26 from the Gross Settlement Amount, subject to the Court's approval, to Plaintiff as the Class Representative,
27 in addition to the amount she is eligible to receive as a Class Member. (*Id.* at ¶ 3.2.1.) This award is for
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1 Plaintiff initiating the Action and providing services in support of the Action. (*Id.* at ¶ 1.14.) In the event the
2 award finally approved is less, the difference will be allocated to the Net Settlement Amount. (*Id.* at ¶ 3.2.1.)

3 27. To the best of my knowledge, I am not aware of any individual, representative, or class action
4 in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted in this
5 action on behalf of a class or group of individuals who would also be members of the putative Class, as
6 defined in this matter. I have come to this conclusion after a reasonable inquiry and review of the
7 LWDA's PAGA Case Search website, this Court's case search website, and other information
8 reasonably available online. Additionally, Defendant has not indicated there is any related case pending
9 as of the date of this declaration. As such, I am unable to name any case, the nature of any claims asserted
10 in such case, or the definition of a class of parties on whose behalf any action was brought that would
11 overlap with the putative Class or would otherwise be adversely affected by approval of this Settlement.

12 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

13 28. Plaintiff's Counsel have conducted a thorough investigation into the facts of this case. Based on
14 the foregoing document and information exchange and on their own independent investigation and
15 evaluation, Plaintiff's Counsel are of the opinion that the proposed Settlement is fair, reasonable, and
16 adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk,
17 appellate risk, and the defenses that Defendant may assert both to certification and on the merits, the
18 Settlement is in the best interest of the Class.

19 29. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by
20 Defendant, on Plaintiff's expert's analysis of the sample records provided by Defendant, and on information
21 from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that
22 Defendant faced. Based on a review of its records to date, Defendant estimates there are 210 Class Members
23 who collectively worked a total of 10,400 Workweeks during the Class Period, and approximately 194
24 Aggrieved Employees who worked a total of 4,820 PAGA Pay Periods during the PAGA Period.
25 (Settlement, ¶ 4.1.) Additionally, the estimated average hourly rate for Class Members was \$21.49 and there
26 are approximately 271 former employees falling within the three-year statute of limitations ("SOL").

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Accordingly, we calculated Defendant's potential exposure as follows:

Claim ²	Relevant Time Period	Rate	Number of Violations	Exposure Amount
Unpaid Wages (Off the Clock)	10,400 Workweeks	\$21.49 average hourly rate	28,027 net unpaid hours (assuming 15 minutes per shift)	Maximum: \$602,300.23 Realistic: \$60,230.02**
Unpaid Wages (Regular Rate)	10,400 Workweeks	\$21.49 average hourly rate	Based on Expert Analysis of Records	Maximum: \$2,280.00 Realistic: \$1,140.00*
Rest Period Violations	10,400 Workweeks	\$21.49 average hourly rate	55,244 unique rest break violations (assuming 50% break violations for break-eligible shifts)	Maximum: \$1,187,193.56 Realistic: \$118,719.26**
Labor Code § 203	Based on approx. 271 terminated employees within the 3-year SOL	\$21.49 average hourly rate / 30-day max.	Assumes 8 hours / day	Maximum: \$1,397,709.60 Realistic: \$69,885.48***
Labor Code § 226	Based on approx. 194 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 4,820 pay periods within the 1-year SOL	Maximum: \$472,300.00 Realistic: \$23,615.00***
PAGA	Based on 4,820 pay periods within the 1-year SOL	\$100 per pay period	Based on 4,820 pay periods within the 1-year SOL	Maximum: \$482,000.00 Realistic: \$24,100.00***
Total				Maximum: \$4,143,783.39 Realistic: \$297,689.86

² Given the Court granted summary adjudication of Plaintiff's meal period claim and reimbursement of necessary business expenses claim, Defendant's potential exposure excludes an analysis of those claims.

* These figures are discounted based on a 50% probability of prevailing at class certification and on the merits.

** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits.

*** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.

30. Plaintiff's unpaid wages claim is due, in part, to allegations that Defendant did not compensate Class Members for all hours worked. Plaintiff alleges that Plaintiff and putative Class Members were required to wait in line to clock in and out and to complete Covid-19 screenings. Specifically, Plaintiff and putative Class Members had to wait in line for two to five minutes to clock in and out due to the limited availability of a single time clock for all employees. Additionally, prior to clocking in, Plaintiff and putative Class Members were required to undergo a Covid-19 screening, which caused additional delays of two to five minutes. Therefore, Plaintiff's Counsel estimated Class Members spent an average 15 minutes off the clock per shift during the Class Period. Plaintiff's Counsel and its data expert then estimated that Defendant failed to pay Class Members for approximately 28,027 hours. From this, Plaintiff's expert calculated that Defendant has a maximum potential liability of \$602,300.23 (28,027 hours x \$21.49 avg. hourly rate). Defendant contended that all time worked was compensated, and that proving any such claim would prove that this issue is highly individualized and not susceptible to class-wide treatment. Additionally, "off-the-clock" claims are difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this claim – there are no records to be used as evidence. In light of these defenses, and for purposes of settlement, Plaintiff's Counsel discounted the maximum potential liability by 90% ($\$602,300.23 \times .10$). **Plaintiff's realistic damage estimate for the unpaid wages claim due to off-the-clock work is therefore \$60,230.02.**

31. Plaintiff's unpaid wage claim is also due to allegations that Defendant failed to pay overtime and sick pay at the proper regular rate of pay during the Class Period. Defendant's payroll records reflect pay codes for additional remunerations, which Plaintiff alleges were non-discretionary, and as such, should have been incorporated into employees' regular rate of pay. Plaintiff's expert analyzed Defendant's sample records and estimated Defendant's liability for underpaid overtime to be \$1,545.00 and for underpaid sick pay to be \$735.00, for a total maximum potential exposure of \$2,280.00. Defendant disagrees and contends that each

1 of these payments were discretionary. Defendant further argues that to the extent that there were non-
2 discretionary bonuses that should have been incorporated into employees' regular rate, the resulting
3 underpayment was nominal. Plaintiff's expert's analysis of the records also showed that the regular rate claim
4 does not reach the severity of what was originally contemplated. Specifically, if there was any underpayment
5 due to incorrect regular rate, only 3.9% of pay periods were affected by underpayment of overtime and 1.7%
6 of pay periods for underpayment of sick pay. Defendant also argues that this claim is improper for class
7 treatment, in part, given the challenges in extrapolating this claim to the entire Class. Although I believe there
8 is merit to this claim, with conflicting interpretations on the issue, potential defenses to certifying this claim,
9 lack of written policies regarding criteria for bonus payments, and to account for potential difficulties in class
10 certification, I discounted the maximum damage exposure by 50%; accordingly, I arrived at **a realistic**
11 **damage estimate of \$1,140.00 for the regular rate of pay claim.**

12 32. The rest break claim is based on the allegation that Defendant did not provide or maintain
13 sufficient rest break practices, such that Class Members were regularly required to work in excess of four
14 consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-
15 minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The precise
16 number of rest break violations could not be calculated since Defendant neither documented, nor is required
17 to document, when Class Members took their required rest breaks. Therefore, in preparation for mediation,
18 Plaintiff's Counsel estimated that Defendant had a 50% percent violation rate for shifts greater than or equal
19 to 3.5 hours in length. Plaintiff's expert then estimated that, in light of the estimated violation rate, and
20 average hourly rate of the putative Class, Defendant had a potential liability of \$1,187,193.56 (55,244
21 unique violations * \$21.49 per hour). Defendant nonetheless contended that rest periods do not have to be
22 recorded, that Class Members voluntarily chose to forego some rest breaks and, significant for purposes of
23 class certification, that this claim is individualized in nature and therefore would require declarations
24 indicating that Class Members shared a similar experience as to rest breaks. In light of these defenses, and
25 for purposes of settlement, Plaintiff's Counsel discounted the potential liability by 90% (\$1,187,193.56
26 * 0.10). **Plaintiff's realistic damage estimate for the rest break claim is therefore \$118,719.36.**

1 33. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates
2 Defendant's maximum potential exposure, prior to risk-adjustment, is \$2,344,118.00, which breaks down as
3 follows: **\$1,397,709.60** for waiting time penalties for approximately 271 terminated Class Members in the
4 3-year SOL (271 Class Members x \$21.49 average hourly rate x 30 days x 8 hours per day); a **\$472,300.00**
5 penalty for inaccurate wage statements based on approximately 194 Class Members in the 1-year SOL ((194
6 initial pay periods x \$50) + (4,626 subsequent pay periods x \$100)); and **\$482,000.00** for PAGA penalties
7 based on approximately 4,820 PAGA Pay Periods and the Court assessing a \$100 penalty for each pay period
8 containing a violation (4,820 x \$100). However, I believe it would be unrealistic to expect the Court to award
9 the full exposure amount given the discretionary nature of awarding penalties and given Defendant's
10 defenses, including without limitation, that any failure to pay all final wages at the time of separation was
11 not willful or intentional and that to the extent Plaintiff received wage statements that were allegedly
12 inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand the individualized
13 and testimony-intensive nature of the wage claims could bar class certification or otherwise significantly
14 reduce Defendant's overall liability for statutory and civil penalties. Furthermore, considering the underlying
15 wage claims are realistically estimated to be \$180,089.38, awarding such a disproportional amount in
16 penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each
17 penalty (resulting in **\$69,885.48** for waiting time penalties, **\$23,615.00** for inaccurate wage statement
18 penalties, and **\$24,100.00** for PAGA penalties) and accordingly arrived at **a realistic damage estimate of**
19 **\$117,600.48 for statutory and civil penalties.**

20 34. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all**
21 **claims, including penalties, is \$297,689.86.** This means **the \$264,999.00 gross settlement figure**
22 **represents roughly 89% of the total realistic recovery.** This is an excellent result for the Class, particularly
23 because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of
24 not being able to recover anything.

25 35. With regards to the PAGA claims, Plaintiff and her Counsel believe the Settlement is a fair and
26 reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the
27 one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. (Lab. Code
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1 §§ 2698, *et seq.*) As a result of this litigation, Defendant has had to hire legal counsel, engage in formal
2 discovery, and participate in mediation. Defendant is also now having to pay civil penalties to the LWDA
3 under the Settlement, assuming final settlement approval is granted. (Settlement, ¶ 3.2.5.) Not including
4 its own attorneys' fees and costs as well as the employer's share of payroll taxes, Defendant will pay no
5 less than \$264,999.00 to resolve this matter—of which \$20,000.00 is allocated toward the PAGA claims
6 and will be distributed, in compliance with Labor Code section 2699 as 75% (\$15,000.00) to the LWDA
7 and 25% (\$5,000.00) to Aggrieved Employees—and the release obtained under the Settlement does not
8 preclude Aggrieved Employees from seeking remedies based on any underlying individual claims they
9 may have against Defendant or the other Released Parties. (Lab. Code § 2699(i).) The PAGA Penalties
10 represents approximately 83% of the realistic damage estimate for PAGA civil penalties (\$20,000 /
11 \$24,100). Moreover, Plaintiff's Counsel are of the opinion that because the issues here are fairly contested,
12 there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits
13 due to the largely discretionary nature of awarding PAGA penalties. Indeed, under Labor Code section 2699,
14 subdivision (e)(2), a Court can reduce PAGA penalties "if, based on the facts and circumstances of the
15 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
16 confiscatory." (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any award granted
17 would be at the discretion of the Court and subject to a substantial reduction.

18 36. While Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each
19 cause of action. Plaintiff also recognizes that proving the amounts of wages owed to each Class Member
20 would be an expensive, time-consuming, and uncertain proposition.

21 37. The Settlement obviates the significant risk that this Court may deny certification of all or some
22 of Plaintiff's claims. Furthermore, even if Plaintiff was able to pursue her claims on a class-wide basis and
23 obtain certification of all or some of the claims, continued litigation would be expensive, involving a trial
24 and possible appeals, and would substantially delay and reduce any recovery by the Class.

25 38. This Settlement avoids the risks, burdens, and the accompanying expense of further litigation.
26 Although the Parties have engaged in a significant amount of investigation, formal discovery, and class-wide
27 data analysis, preparation for class certification and a trial would remain for the Parties as well as the prospect
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1 of appeals in the wake of a disputed class certification ruling for Plaintiff. As a result, the Parties would incur
2 considerably more attorneys' fees and costs through trial.

3 39. The Net Settlement Amount available for settlement payments is estimated to be *no less than*
4 **\$109,166.00** for an estimated Class of **210 individuals**.³ As a result, it is estimated each Participating Class
5 Member will receive an average gross benefit of at least **\$519.84** prior to tax withholdings on the wage
6 portion of payments. Considering Class Members' average hourly rate is \$21.49, the average benefit is
7 roughly **26.2 hours of work**. This amounts to **an estimated Workweek value of roughly \$10.50** for the
8 currently estimated **10,400 Workweeks**. Additionally, it is currently estimated there are **194 Aggrieved**
9 **Employees** who will receive an estimated average of approximately **\$25.77** from their \$5,000.00 total share
10 of the PAGA Penalties, which results in an estimated per **Pay Period value of \$1.04** based on the currently
11 estimated **4,820 Pay Periods**. The actual amounts to Participating Class Members and Aggrieved Employees
12 will vary based on each individual's duration of work during the Class Period or PAGA Period, respectively;
13 thus, those who worked longer will receive a gross benefit greater than the average estimated amount. At this
14 time, the high and low range of payments to Class Members is unknown. These ranges will be calculated by
15 the Administrator following preliminary approval and receipt and processing of the Class Data and will be
16 provided to the Court in a motion for final approval.

17 40. The proposed Settlement of \$264,999.00 therefore represents a substantial recovery when
18 compared to Plaintiff's reasonably forecasted recovery. When considering the risks of litigation, the
19 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the
20 probability of appeal, it is clear the Gross Settlement Amount is within the "ballpark" of reasonableness, and
21 that preliminary settlement approval is appropriate.

22 THE CLASS REPRESENTATIVE ENHANCEMENT PAYMENT IS REASONABLE

23 41. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated
24 immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff provided
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26 ³ The Net Settlement Amount is at least \$264,999.00 less the following: \$7,500.00 for the Class
27 Representative Enhancement Payment, \$15,000.00 for the maximum Administration Expenses Payment,
28 \$20,000.00 for the PAGA Penalties, \$88,333.00 for the Class Counsel Fees Payment, and up to \$25,000.00
for the maximum Class Counsel Litigation Expenses Payment. (Settlement, ¶ 3.2.)

1 valuable information regarding her hours worked, and what duties were performed during those hours.
2 Plaintiff also provided information regarding meal and rest periods taken and missed by Plaintiff and other
3 Class Members. Plaintiff participated in decisions concerning this action and assisted in preparation for the
4 mediation. Moreover, Plaintiff prepared for and underwent a full day deposition. Before we filed this case,
5 Plaintiff worked with my office to determine the viability of her claims. Plaintiff also provided information
6 and documents relating to her employment by Defendant. The information and documentation provided by
7 Plaintiff was instrumental in establishing the wage and hour violations alleged in this action, and the recovery
8 provided for in the Settlement would have been impossible to obtain without her participation.

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

14 43. In turn, Class Members can now participate in a settlement, reimbursing them for wage
15 violations they may have never known about or been willing to pursue on their own. If each Class Member
16 would have tried to pursue legal remedies on their own, that would have resulted in each having to expend a
17 significant amount of their own monetary resources and time, not to mention limited judicial resources, which
18 were obviated by Plaintiff putting herself on the line on behalf of the Class.

19 44. This class action would not have been possible without the aid of Plaintiff, who put her own
20 time and effort into this litigation and placed herself at risk for the sake of the Class. The requested
21 enhancement payment to Plaintiff for her service as the Class Representative is a relatively small amount of
22 money considering the time and effort put into the litigation and compared to enhancements granted in other
23 class actions. The requested payment is therefore reasonable to compensate Plaintiff for her active
24 participation in this lawsuit, in addition to her general release of claims, both known and unknown, and
25 waiver of section 1542 rights.

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1 (Compare Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 13, 2025 with
2 Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 13, 2025.) True and correct
3 copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached
4 hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 17 years of experience, my Laffey Matrix
5 rate with a 2.5% adjustment is \$971.70 per hour (\$948 Laffey Matrix rate + (2.6% x \$948)). Accordingly,
6 my current billing rate of \$950.00 per hour is reasonable.

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

LILIT TER-ASTVATSATRYAN'S EXPERIENCE AND QUALIFICATIONS

50. 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. Prior to her employment at Moon Law Group, PC, she worked at Setareh Law Group, where she worked with Senior Counsel and mentor H. Scott Leviant on over 80 class actions.

51. Mr. Ter-Astvatsatryan received her Juris Doctorate 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.

52. 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.

53. 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 8 years of experience, her Laffey Matrix rate with a 2.5% adjustment is \$859.98 per hour (\$839 Laffey Matrix rate + (2.5% x \$839)). (See Exh. 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.

54. 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];
- (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].

55. 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;
- (i) Venancio Miranda v. Maximum Nursery, Inc., Santa Barbara Superior Court, Case No. 19STCV06041;

56. 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;
- (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.

NICHELLE CHRISTOPHERSON'S EXPERIENCE AND QUALIFICATIONS

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

58. Ms. Christopherson received a Bachelor of Arts in Political Science from Arizona State University and a Juris Doctor from Michigan State University College of Law. In law school, Ms. Christopherson served as a Senior Editor on the *MSU International Law Review Journal* and President of the Lori E. Talsky Center for Human Rights of Women and Children Student Network.

59. Ms. Christopherson's billing rate is \$500.00 per hour, which is her usual hourly rate in wage and hour litigations. Based on Ms. Christopherson's nearly 2 years of experience, her Laffey Matrix rate with a 2.5% adjustment is \$484.83 per hour (\$473 Laffey Matrix rate + (2.5% x \$473)). (See Exh. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Christopherson's billing rate of \$500.00 per hour is reasonable.

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

60. 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 comprised of approximately 30 attorneys, all of whom are actively and continuously practicing employment litigation, representing almost entirely employee-

1 plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts
2 throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a
3 high level of skill and knowledge in wage and hour class actions, PAGA representative actions, and labor
4 and employment law generally, the substantive (state and federal) and procedural law of which is
5 frequently evolving.

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

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

15 63. I respectfully submit that the attorneys of Moon Law Group, PC, myself included, are well
16 suited to act as Class Counsel in this action, and we have, and will continue to, vigorously represent the
17 interests of the Class. To my knowledge, we do not have any conflicts of interest with Plaintiff, other Class
18 Members, or the proposed Settlement Administrator, and we are not related to Plaintiff. We respectfully
19 request to be appointed as Class Counsel, for settlement purposes.

20 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

21 64. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-
22 third of the Gross Settlement Amount, currently estimated to be \$83,333.00. (Settlement, ¶ 3.2.2.) The
23 proposed award of attorneys' fees can be justified under either the lodestar method or the
24 percentage/common-fund recovery method. Plaintiff's Counsel, however, intend to base the proposed fees
25 award on the percentage method, as many of the entries in the time records will have to be redacted to
26 preserve attorney-client and attorney work product privileges.

1 65. I am informed and believe that the fees and costs provision in the Settlement is reasonable. The
2 fee percentage requested is less than that charged by my office for most employment cases. Moreover, my
3 office invested significant time and resources into the case, with payment deferred to the end of the case, and
4 then, of course, contingent on the outcome.

5 66. It is further estimated that my office will need to expend at least another 50 to 100 hours to
6 monitor the administration process leading up to the final approval, prepare for final approval, and oversee
7 distribution to the Class following final approval. My office also bears the risk of taking whatever actions
8 are necessary should Defendant fail to pay.

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

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

25 69. My office invested significant time and resources into the case, with payment deferred to the
26 end of the case, and then, of course, contingent on the outcome. My office's efforts have included, and will
27 include following preliminary and final approval, without limitation, the following:
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- (a) Numerous interviews with Plaintiff and review of documents provided by her;
- (b) Legal research and investigation regarding Defendant's business and employment practices at numerous points in the litigation;
- (c) Preparation and submission of Plaintiff's PAGA notice letter;
- (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint and subsequent first amended complaint;
- (e) Preparation, finalization, and filing of Plaintiff's Opposition to Defendant's Motion for Summary Adjudication;
- (f) Extensive "meet and confer" correspondence and discussions with Defense Counsel regarding mediation and to obtain relevant documents and information through formal and informal discovery;
- (g) Deposition preparation with Plaintiff and defense of the deposition;
- (h) Research and preparation of Plaintiff's mediation brief;
- (i) Analysis of the discovery production and preparation of a damages model with the aid of a statistics expert;
- (j) Attendance and active participation at a full day of mediation;
- (k) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- (l) Preparation of the motion for preliminary approval and the accompanying filings;
- (m) Anticipated preparation for and attendance at the preliminary approval hearing;
- (n) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;
- (o) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;
- (p) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and
- (q) Anticipated responding to Class Member inquiries and communicating with Plaintiff regarding the case.

70. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* \$264,999.00 to compensate Class Members for the alleged unlawful wage and hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on June 11, 2025, at Los Angeles, California.

Kane Moon