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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MARCELINA PEREYRA, individually and on
behalf of all others similarly situated and the
State of California under the Private Attorneys
General Act,

Plaintiffs,

vs.

G.A.T. AIRLINE GROUND SUPPORT, INC.
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2024-00000064-CU-OE-CTL

Hon. Carolyn M. Caietti
Dept. 70

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

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Nicholas J. Ferraro, the
Declaration of Plaintiff Pereyra, the Declaration
of Plaintiff Manu, the Declaration of Plaintiff
Grant, the Declaration of Plaintiff Asuncion, and
[Proposed] Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: July 25, 2025

Time: 10:30 a.m.

Dept.: 70

Complaint Filed: January 2, 2024

Trial: Not set

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8 *Attorneys for Plaintiff Ulualofaiga Manu, Angel Grant, and Tammy Lynn Asuncion*

I, KANE MOON, declare as follows:

CASE BACKGROUND AND PROCEDURAL HISTORY

3. Plaintiffs' claim for unpaid wages stems, in part, from Defendant's alleged failure to compensate Class Members for off-the-clock work, from Defendant's alleged failure to incorporate the regular rate of pay when calculating overtime pay, meal period premiums, and sick pay, from Defendant's alleged rounding practice, and from Defendant's alleged failure to pay vacation wages. Moreover, Plaintiffs bring claims against Defendant for meal and rest period violations, unreimbursed business expenses, and derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA. Defendants deny Plaintiffs' claims and allegations, deny committing any Labor Code violations, and deny this case is appropriate for class or representative treatment.

1 4. On June 20, 2023, Plaintiff Manu filed a complaint alleging causes of action against Defendant
2 for violations under the Labor Code and Business and Professions Code for: (1) failure to pay minimum
3 wages, (2) failure to pay overtime wages, (3) meal period violations, (4) rest period violations, (5) failure to
4 indemnify, (6) failure to pay final wages, (7) wage statement violations, and (8) unfair business practices.
5 On March 25, 2024, Plaintiff Manu filed a complaint alleging a single cause of action against Defendant for
6 violation of the Private Attorneys General Act (“PAGA”). On October 26, 2023, Plaintiff Pereyra filed a
7 complaint alleging causes of action against Defendant for violations under the Labor Code and Business and
8 Professions Code for: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) meal period
9 violations, (4) rest period violations, (5) paid sick leave violations, (6) unpaid vacation wages, (7) failure to
10 timely pay wages, (8) wage statement violations, (9) waiting time penalties, (10) failure to indemnify, (11)
11 failure to provide records, and (12) unfair business practices. On January 2, 2024, Plaintiff Pereyra filed a
12 complaint alleging a single cause of action against Defendant for violation of the PAGA. On or about May
13 20, 2025, pursuant to the Parties’ settlement agreement, Plaintiffs filed a consolidated First Amended
14 Complaint (the “Operative Complaint”), asserting all causes of action alleged in all four lawsuits, and adding
15 Plaintiff Grant and Plaintiff Asuncion as named plaintiffs.

16 5. A copy of Plaintiffs’ complaints alleging a PAGA cause of action and containing the case
17 numbers assigned by the Court were submitted to the California Labor and Workforce Development Agency
18 (the “LWDA”) in compliance with Labor Code section 2699, subd. (l)(1). To date, the LWDA has not
19 indicated its intent to investigate the alleged violations or intervene in this Action.

20 6. On June 18, 2023, Plaintiff Manu, gave written notice to the LWDA of the alleged Labor Code
21 violations, with certified mail service on Defendant, and paid the required filing fee. A true and correct copy
22 of Plaintiff Manu’s PAGA notice letter to Defendant and the LWDA is attached hereto as **Exhibit 2A**. On
23 August 2, 2024, Plaintiff Asuncion gave written notice to the LWDA of the alleged Labor Code violations,
24 with certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff
25 Asuncion’s PAGA notice letter to Defendant and the LWDA is attached hereto as **Exhibit 2B**.

26 7. Defendant ardently opposes the merits of this case and denies Plaintiffs’ factual allegations.
27 Defendant asserts it complied with all of its compensation obligations, including compensating Class
28

1 Members for all off-the-clock work, and therefore, Plaintiffs and other Class Members were paid all wages
2 owed. Defendant also maintains it did not fail to incorporate any bonuses into Plaintiffs' and Class Member's
3 regular rate for purposes of overtime pay, meal break premiums, or sick pay as such bonuses were
4 discretionary. Defendant denies it rounded employees' time. Defendant maintains it complies with all its
5 meal and rest period obligations. Defendant asserts it complied with all of its reimbursement obligations, and
6 therefore, Plaintiffs and other Class Members were compensated for any and all necessary business expenses
7 incurred. Defendant asserts it complied with all of its reimbursement obligations, and therefore, Plaintiffs
8 and other Class Members were compensated for any and all necessary business expenses incurred.
9 Defendants maintains employee wage statements complied with Labor Code section 226 in all respects and,
10 to the extent Class Members received wage statements that were allegedly inaccurate, Defendant asserts
11 employees suffered no actual damage or harm as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal.
12 Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 [“A plaintiff must adequately plead an injury
13 arising from an employer’s failure to provide full and accurate wage statements, and the omission of the
14 required information alone is not sufficient.”].) With respect to Plaintiffs’ claim for waiting time penalties,
15 Defendant alleges it paid all wages at the time of separation and, if it didn’t, its good-faith belief that it paid
16 all wages precludes the imposition of waiting time penalties since Plaintiffs cannot prove Defendant’s alleged
17 failure to pay all final wages at the time of separation was “willful.” (*See, e.g., Pedroza v. PetSmart, Inc.*
18 (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons,
19 among others, Defendant denies all of Plaintiffs’ claims and allegations, and further claims it did not engage
20 in any unfair business practices and denies liability under PAGA. Defendant also maintains the claims are
21 improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage
22 claims that could bar class certification or significantly reduce Defendant’s overall liability.

23 DISCOVERY AND INVESTIGATION

24 8. Following the filing of Plaintiff Manu’s and Plaintiff Pereyra’s complaints, the Parties met and
25 conferred regarding an agreement to mediate the claims. The Parties later agreed to mediate the claims with
26 Tripper Ortman, Esq., an experienced class and PAGA action mediator. In preparation for mediation, the
27 Parties agreed to a protocol for an informal exchange of documents and information before mediation. Prior
28

1 to mediation, Defendant produced a 20% sample of time and pay records for Class Members, Plaintiffs'
2 personnel files, and Defendant's written policies relevant to the claims in the action. Defendant also provided
3 information regarding the estimated number of current and formerly employed Class Members, total
4 workweeks and pay period counts.

5 9. In preparation for mediation, Plaintiffs' Counsel reviewed and analyzed all the information
6 Defendant provided. Plaintiffs' Counsel retained a statistics expert to analyze the sample pay and time
7 records and prepared a damage analysis prior to the mediation. In conjunction with their extensive factual
8 investigation, Plaintiffs' Counsel also investigated the applicable law regarding the claims and defenses
9 asserted in the litigation. Accordingly, Plaintiffs' Counsel were able to evaluate the probability of class
10 certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims.
11 Thus, Plaintiffs' and their Counsel's familiarity with the facts of the case and the legal issues raised by the
12 pleadings allowed them to act intelligently in negotiating the Settlement.

13 SETTLEMENT NEGOTIATIONS

14 10. On December 9, 2024, the Parties participated in a full day of private mediation before Tripper
15 Ortman, Esq., an experienced, professional, and neutral class action mediator. The negotiations were at arm's
16 length and, although conducted in a professional manner, were adversarial. The Parties went into the
17 mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to
18 litigate their position through trial and appeal if a settlement had not been reached. After extensive
19 negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's
20 defenses, the Parties reached a settlement, the material terms of which are encompassed within the Class and
21 Collective Action and PAGA Settlement Agreement (the "Settlement Agreement" or "Settlement"), a true
22 and correct copy of which is attached hereto as Exhibit 1, which contains the proposed Class Notice as
23 Attachment A and the Parties' proposed Request for Exclusion form as Attachment B thereto.

24 11. In compliance with Labor Code section 2699, subdivision (l)(2), Plaintiffs' Counsel submitted
25 to the LWDA a notice of settlement and a copy of the proposed Settlement. A true and correct copy of the
26 LWDA's email confirming receipt thereof is attached hereto as Exhibit 3.

1 12. PAGA Members and Class Members will not need to submit any claim form as a condition of
2 receiving individual settlement payments. (Settlement, ¶ 3.1.) Each Class Member who does not opt-out will
3 be entitled to a pro rata share of the Net Settlement Amount that is directly proportional to the number of Pay
4 Periods worked during the Class Period. (*Id.* at ¶ 3.2.4.) Likewise, each PAGA Member will be entitled to a
5 pro rata share of the 25% share of the PAGA Penalties directly proportional to the number of PAGA Pay
6 Periods. (*Id.* at ¶ 3.2.7.)

7 13. The Settlement provides a fee application of not more than one third 33.33% of the Gross
8 Settlement Amount for reasonable attorneys' fees, plus reimbursement for actual litigation costs not to
9 exceed \$50,000.00, payable from the Gross Settlement Amount. (*Id.* at ¶ 3.2.2.) In the event the amounts
10 finally approved are less, the difference will revert to Participating Class Members. (*Id.*) As this time, my
11 firm has incurred \$28,856.85 in litigation costs. A true and correct copy of such costs is attached hereto as
12 **Exhibit 4.**

13 14. The Settlement includes Service Payments of up to \$7,500.00 payable from the Gross
14 Settlement Amount, subject to the Court's approval, to each Plaintiff as the Class Representatives, in addition
15 to the amounts they are eligible to receive as a Class Member or PAGA Member. (*Id.* at ¶ 3.2.1.) This award
16 is for Plaintiffs initiating and providing services in support of the Action and for Plaintiffs' individual
17 settlement and general release of all claims. (*Id.* at ¶ 1.52.) In the event the award finally approved is less, the
18 difference will revert to Participating Class Members. (*Id.* at ¶ 3.2.1.)

19 15. The Parties jointly appointed CPT Group, Inc. as the neutral entity to administer this Settlement,
20 agreed the Administrator will be paid the costs of administration work from the Gross Settlement Amount,
21 and estimated administration costs will not exceed \$26,000.0 (*Id.* at ¶¶ 1.3, 3.2.3., 7.1.) In the event the
22 amount finally approved is less, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.2.3.) At
23 this time, the Administrator estimates costs will not exceed \$26,000.00, and a true and correct copy of the
24 Administrator's costs estimate is attached hereto as **Exhibit 5.**

25 16. Defendant shall fully fund the Gross Settlement Amount and fund the amounts necessary to
26 fully pay its share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after
27 the Effective Date. (*Id.* at ¶ 4.3.)
28

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

17. Plaintiffs' Counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing document and information exchange and on their own independent investigation and evaluation, Plaintiffs' 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, and the defenses that Defendant may assert both to certification and on the merits, the Settlement is in the best interest of the Class.

18. Based on Plaintiffs' Counsel's review of the time, payroll, and additional data provided by Defendant, on Plaintiffs' expert's analysis of the sample records provided by Defendant, and on information from Plaintiffs, Plaintiffs' Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. The Settlement is based on the following demographics: 4,167 Class Members who worked an aggregate of 179,834 Workweeks, at an average hourly rate of \$18.54. (*See* Settlement, ¶ 9.) Additionally, there are an estimated: 1,147 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, 2,705 employees falling within the one-year SOL period for inaccurate wage statement penalties and PAGA penalties, and 56,439 Pay Periods in the PAGA Period. (*See id.*)

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Exposure
Unpaid Wages (Off the Clock)	179,834 Workweeks	\$18.54 average hourly rate	179,683 unpaid hours (assuming 15 minutes per shift)	\$333,133.52***
Unpaid Wages (Regular Rate)	179,834 Workweeks	\$19.01 average regular rate	Based on expert analysis of records	\$13,290.00**
Unpaid Wages (Rounding)	179,834 Workweeks	\$18.54 average hourly rate	7,332 net unpaid hours	\$67,967.64*

1	Unpaid Wages (Vacation)	179,834 Workweeks	\$18.54 average hourly rate	Violations based on analysis of records by expert	Determined to have negligible, if any, value
2					
3	Meal Period Violations	179,834 Workweeks	\$18.54 average hourly rate	127,029 unique meal break violations	\$588,779.42**
4					
5	Rest Period Violations	179,834 Workweeks	\$18.54 average hourly rate	215,413 unique rest break violations (assuming 50% break violations for break-eligible shifts)	\$399,375.70***
6					
7	Unreimbursed Business Expenses Violations	179,834 Workweeks	Assumes \$25 per pay period	Expert Analysis of Records	\$112,396.25***
8					
9	Labor Code § 203	Based on approx. 1,147 terminated employees within the 3-year SOL	\$18.54 average hourly rate / 30-day max.	Assumes 8 hours / day	\$255,184.56****
10					
11	Labor Code § 226	Based on approx. 2,705 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 56,439 pay periods within the 1-year SOL	\$275,432.50****
12					
13	PAGA	Based on approx. 2,705 employees within the 1-year SOL	\$100 per pay period	Based on 56,439 pay periods within the 1-year SOL	\$282,195.00****
14					
15	Total				\$2,327,754.59
16	* These figures are discounted based on a 50% probability of prevailing at class certification and on the merits.				
17	** These figures are discounted based on a 25% probability of prevailing at class certification and on the merits.				
18	** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits.				
19	*** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.				

on the merits.¹

19. Plaintiffs' unpaid wages claim is due, in part, to allegations that Defendant did not compensate Class Members for all hours worked. Plaintiffs allege that they had to arrive to work 30 minutes prior to their shifts to walk from the parking lot, undergo a security check, and walk to the timeclocks to clock in for their shifts. For purposes of mediation, Plaintiffs' Counsel estimated Class Members spent an average 15 minutes off the clock per shift during the Class Period. Plaintiffs' Counsel and its data expert then estimated that Defendant failed to pay Class Members for approximately 179,683 hours, resulting in a maximum potential liability of \$3,331,335.18 (179,683 hours x \$18.54 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 – e.g. there are no records to be used as evidence. In light of these defenses, and for purposes of settlement, Class Counsel discounted the maximum potential liability by 90% (\$3,331,335.18 * .10). **Plaintiffs' realistic damage estimate for the unpaid wages claim due to off-the-clock work is therefore \$333,133.52.**

20. Plaintiffs' unpaid wage claim is also due to allegations that Defendant failed to pay overtime pay, meal break premiums, 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 Plaintiffs allege were non-discretionary, and as such, should have been incorporated into employees' regular rate of pay for calculating overtime. Plaintiffs' expert analyzed Defendant's sample records and estimated Defendant's liability for

¹ A discount for risk at certification and trial is reasonable because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. (See Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) Moreover, discounting is particularly warranted in this case because of the individualized and testimony-intensive nature of the wage claims that could bar or limit the likelihood of any recovery whatsoever.

1 underpaid overtime to be \$44,175.00, for underpaid meal break premiums to be \$8,422.00, and for underpaid
2 sick pay to be \$563.00. Defendant disagrees and contends that each of these payments were discretionary.
3 Plaintiffs' expert's analysis of the records also showed that the regular rate claim does not reach the severity
4 of what was originally contemplated. Specifically, if there was any underpayment due to incorrect regular
5 rate, only 1.5% and 0.3% of pay periods were affected by underpayment of meal break premiums and sick
6 pay, respectively. Additionally, Defendant argues that this claim is improper for class treatment, in part, given
7 the challenges in extrapolating this claim to the entire Class. Although I believe there is merit to this claim,
8 with conflicting interpretations on the issue, potential defenses to certifying this claim, lack of written policies
9 regarding criteria for bonus payments, and to account for potential difficulties in class certification, I
10 discounted the maximum damage exposure by 75% ($\$53,160.00 \times .25$); accordingly, I arrived at **a realistic**
11 **damage estimate of \$13,290.00 for the regular rate of pay claim.**

12 21. Plaintiffs' unpaid wage claim is also due to allegations that Defendant rounded Class Members'
13 time to their detriment. Defendant's records show time entries after the full hour that are itemized as
14 "unpaid." Plaintiffs' expert analyzed Defendant's sample records and estimated that approximately one
15 minute was underpaid per shift, resulting in a total of 7,332 total unpaid hours. Accordingly, Defendant's
16 maximum exposure for Plaintiffs' rounding claim is estimated to be \$135,935.28 (7,332 hours x \$18.54 avg.
17 hourly rate). However, Defendant argues that it properly compensated its employees for all time worked and
18 that its rounding policy also resulted in some overpayment to the Class. Although I believe there is merit to
19 this claim, with conflicting interpretations on the issue, potential defenses to certifying this claim, and to
20 account for potential difficulties in class certification, I discounted the maximum damage exposure by 50%
21 ($\$135,935.28 \times .50$); accordingly, I arrived at **a realistic damage estimate of \$67,967.64 for the rounding**
22 **claim.**

23 22. Plaintiffs' unpaid wages claim is also based on allegations that Defendant failed to pay vacation
24 wages. However, Plaintiffs' expert reviewed the sample records ahead of mediation and determined there
25 was an insufficient basis to establish a Labor Code violation on a class-wide basis. Accordingly, the **unpaid**
26 **vacation wages claim was determined to have negligible, if any, value**

23. Plaintiffs' meal period claim is based on allegations that Defendant did not provide or maintain sufficient meal period practices, such that Class Members were not always permitted or able to take meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without compensation in lieu thereof. For example, Plaintiffs allege that Plaintiffs and Class Members were required to shorten their meal period in order to clock into their shifts timely because they had to wait in line to clock back in. Additionally, the sample of time and corresponding payroll records of the putative Class indicated that Defendant either failed to provide a meal period or provided a short and/or interrupted meal period 127,029 times throughout the Class Period, resulting in a 23.1% overall violation rate. Plaintiffs' Counsel then calculated that, in light of these violations and the average hourly rate of the putative Class, Defendant had a potential liability of \$2,355,117.66 (127,029 unique violations² * \$18.54 per hour). Defendant nonetheless contended that where a violation appears, it was a result of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the fifth hour, or to stop his or her break early to return to work. Moreover, certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods. In light of these defenses, and for purposes of settlement, Plaintiffs' Counsel discounted the potential liability by 75% (\$2,355,117.66 * 0.25). **Plaintiffs' realistic damage estimate for the meal period claim is therefore \$588,779.42.**

24. The rest break claim is based on the allegation that Defendant did not provide or maintain sufficient rest break practices, such that Class Members were regularly required to work in excess of four consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest break violations could not be calculated since Defendant neither documented, nor is required to document, when Class Members took their required rest breaks. Therefore, in preparation for mediation, Plaintiffs' Counsel estimated that Defendant had a 50% violation rate for shifts greater than or equal to 3.5 hours in

² Unique meal break violations are defined as shifts with at least one of the following: (1) recorded 1st meal break after the end of the 5th hour for shifts greater than 5 hours, (2) 1st meal break less than 30 minutes for shifts greater than 5 hours, (3) no 1st meal breaks for shifts greater than 5 hours, or 4) no 2nd meal breaks for shifts greater than 10 hours.

length. Plaintiffs' expert then estimated that there were approximately 215,413 unique rest break violations, resulting in a maximum potential liability of \$3,993,757.02 (215,413 unique violations * \$18.54 per hour). Defendant nonetheless contended that rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks and, significant for purposes of class certification, that this claim is individualized in nature and therefore would require declarations indicating that Class Members shared a similar experience as to rest breaks. In light of these defenses, and for purposes of settlement, Class Counsel discounted the potential liability by 90% ($\$3,993,757.02 * 0.10$). **Plaintiffs' realistic damage estimate for the rest break claim is therefore \$399,375.70.**

25. The unreimbursed business expenses claim is based on the allegation that Defendant did not reimburse Class Members for all expenses Class Members incurred in direct consequence of the discharge of their duties. For example, Plaintiffs and the putative Class were required to use their personal cell phones for work purposes and were not reimbursed for expenses related to their cellphone use. The precise value of all necessary business expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation, Plaintiffs' Counsel estimated that Defendant should have reimbursed each Class Member approximately \$25.00 per month. Plaintiffs' expert then estimated that Defendant had a potential liability of \$1,123,962.50. Defendant nonetheless contended that it complied with all of its reimbursement obligations, and that the reimbursement claim would be difficult to certify, given the limited documentation and the individualistic nature of this claim. In light of these defenses, and for purposes of settlement, Plaintiffs' Counsel discounted the potential liability by 90% ($\$1,123,962.50 * 0.10$). **Plaintiffs' realistic damage estimate for the unreimbursed expenses claim is therefore \$112,396.25.**

26. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs estimate Defendant's maximum potential exposure, prior to risk-adjustment, is \$16,256,241.20, which breaks down as follows: **\$5,103,691.20** for waiting time penalties for approximately 1,147 terminated Class Members in the 3-year SOL; a **\$5,508,650.00** penalty for inaccurate wage statements based on approximately 2,705 Class Members in the 1-year SOL; and **\$5,643,900.00** for PAGA penalties based on approximately 56,439 Pay Periods and the Court assessing a \$100 penalty for each pay period containing a violation. However, I believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature

1 of awarding penalties and given Defendant's defenses, including without limitation, that any failure to pay
2 all final wages at the time of separation was not willful or intentional and that to the extent Plaintiffs received
3 wage statements that were allegedly inaccurate, Plaintiffs suffered no actual resulting damage or harm.
4 Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar class
5 certification or otherwise significantly reduce Defendant's overall liability for statutory and civil penalties.
6 Furthermore, considering the underlying wage claims are realistically estimated to be \$1,543,417.03,
7 awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these
8 factors, I applied a 95% discount to each penalty (resulting in **\$255,184.56** for waiting time penalties,
9 **\$275,432.50** for inaccurate wage statement penalties, and **\$282,195.00** for PAGA penalties) and accordingly
10 arrived at **a realistic damage estimate of \$812,812.06 for statutory and civil penalties.**

11 27. Using these estimated figures, Plaintiffs predicted **the realistic (risk-adjusted) recovery for all**
12 **claims, including penalties, is \$2,327,754.59.** This means **the \$1,460,000.00 gross settlement figure**
13 **represents roughly 63% of the total realistic recovery.** This is an excellent result for the Class, particularly
14 because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of
15 not being able to recover anything.

16 28. With regards to the PAGA claims, Plaintiffs and their Counsel believe the Settlement is a fair
17 and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on
18 the one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. (Lab.
19 Code §§ 2698, *et seq.*) As a result of this litigation, Defendant has had to hire legal counsel, engage in
20 extensive informal discovery, and participate in mediation. Defendant is also now having to pay civil
21 penalties to the LWDA under the Settlement, assuming final settlement approval is granted. (Settlement,
22 ¶¶ 3.2.6-.2.7.) Not including its own attorneys' fees and costs as well as the employer's share of payroll
23 taxes, Defendant will pay no less than \$1,460,000.00 to resolve this matter—of which \$75,000.00 is
24 allocated toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699
25 as 75% (\$56,250.00) to the LWDA and 25% (\$18,750.00) to Aggrieved Employees. (Lab. Code §
26 2699(i).) Moreover, Plaintiffs' Counsel are of the opinion that because the issues here are fairly contested,
27 there is a possibility that, if the PAGA claim was brought to trial, the Court may not award PAGA penalties
28

1 at all even if Plaintiffs prevailed on the merits due to the largely discretionary nature of awarding PAGA
2 penalties. Indeed, under Labor Code section 2699, subdivision (e)(2), a Court can reduce PAGA penalties
3 “if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that
4 is unjust, arbitrary and oppressive, or confiscatory.” (Lab. Code § 2699(e)(2).) In other words, were this
5 matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial
6 reduction.

7 29. While Plaintiffs are confident in the merits of their claims, Defendant vigorously disputes the
8 merit of the claims, and thus a legitimate controversy exists as to each cause of action. Plaintiffs also
9 recognize that proving the amounts of wages owed to each Class Member would be an expensive, time-
10 consuming, and uncertain proposition.

11 30. The Settlement obviates the significant risk that this Court may deny certification of all or some
12 of Plaintiffs’ claims. Furthermore, even if Plaintiffs were able to pursue their claims on a class-wide basis
13 and obtain certification of all or some of the claims, continued litigation would be expensive, involving a
14 trial and possible appeals, and would substantially delay and reduce any recovery by the Class.

15 31. This Settlement avoids the risks, burdens, and the accompanying expense of further litigation.
16 Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-
17 wide data analysis, they have not conducted extensive formal discovery, including depositions. Moreover,
18 preparation for class certification and a trial would remain for the Parties as well as the prospect of appeals
19 in the wake of a disputed class certification ruling for Plaintiffs and/or any summary judgment ruling. As a
20 result, the Parties would incur considerably more attorneys’ fees and costs through trial.

21 32. The Net Settlement Amount available for settlement payments is estimated to be *no less than*
22 \$792,382.00 for an estimated Class of 4,167 individuals.³ As a result, it is estimated each Class Member will
23 receive **an average gross benefit of approximately \$190.16** prior to tax withholdings on the wage portion
24 of payments. Considering Class Members’ average hourly rate is \$18.54, **the average benefit is roughly 10**

25 ³ The Net Settlement Amount is at least \$1,460,000.00 less the following: \$30,000.00 in total for the
26 Service Payments to the Class Representatives, with \$7,500.00 to each, \$26,000.00 for Administration
27 Expenses, \$75,000.00 for PAGA civil penalties to the LWDA and Aggrieved Employees, \$486,618.00
28 attorneys’ fees to Class Counsel, and up to \$50,000.00 for reimbursement of litigation costs to Class Counsel.
(Settlement, ¶¶ 3.1-.2.)

1 **hours of work.** This amounts to an **estimated workweek value of roughly \$4.41** for the currently estimated
2 179,834 Workweeks. Additionally, it is currently estimated there are **2,705 Aggrieved Employees who will**
3 **receive an estimated average of approximately \$6.93** from their \$18,750.00 total share of the PAGA
4 Payment, which results in an estimated value of **\$0.33 per Pay Period in the PAGA Period** based on the
5 currently estimated 56,439 Pay Periods in the PAGA Period. The actual amounts to Class Members and
6 Aggrieved Employees will vary based on each individual's duration of work during the Class Period or
7 PAGA Period, respectively; thus, those who worked longer will receive a gross benefit greater than the
8 average estimated amount. At this time, the high and low range of payments to Class Members is unknown.
9 These ranges will be calculated by the Administrator following preliminary approval and receipt and
10 processing of the Class Data and will be provided to the Court in a motion for final approval.

11 33. The proposed Settlement of \$1,460,000.00 therefore represents a substantial recovery when
12 compared to Plaintiffs' reasonably forecasted recovery. When considering the risks of litigation, the
13 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the
14 probability of appeal, it is clear the Gross Settlement Amount is within the "ballpark" of reasonableness, and
15 that preliminary settlement approval is appropriate.

16 THE SERVICE PAYMENTS TO PLAINTIFFS ARE REASONABLE

17 34. Throughout this litigation, Plaintiffs, who were former employees of Defendant, have
18 cooperated immensely with my office and the office of co-counsel and have taken many actions to protect
19 the interests of the Class. Plaintiffs provided valuable information regarding their hours worked, and what
20 duties were performed during those hours. Plaintiffs also provided information regarding meal periods taken
21 and missed by Plaintiffs and other Class Members. Plaintiffs participated in decisions concerning this action
22 and provided my office and the office of co-counsel with the names and contact information of potential
23 witnesses in this action. Before we filed this case, Plaintiffs worked with my office and the office of co-
24 counsel to determine the viability of their claims. Plaintiffs also provided information and documents relating
25 to their employment by Defendant. The information and documentation provided by Plaintiffs were
26 instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided
27 for in the Settlement would have been impossible to obtain without their participation.

1 35. At the same time, Plaintiffs faced many risks in adding themselves as the named Plaintiffs in
2 this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public record
3 in an employment lawsuit could also very well affect their likelihood for future employment. For example,
4 a search of Plaintiffs' name will reveal this action, and as a result, many employers may likely forego
5 hiring Plaintiffs in learning they sued a former employer.

6 36. In turn, Class Members can now participate in a settlement, reimbursing them for wage
7 violations they may have never known about or been willing to pursue on their own. If each Class Member
8 would have tried to pursue legal remedies on their own, that would have resulted in each having to expend a
9 significant amount of their own monetary resources and time, not to mention limited judicial resources, which
10 were obviated by Plaintiffs putting themselves on the line on behalf of the Class.

11 37. In all, this class action would not have been possible without the aid of Plaintiffs, who put their
12 own time and effort into this litigation and placed themselves at risk for the sake of the Class. The requested
13 service payment to Plaintiffs for their service as the Class Representative are relatively small amounts of
14 money considering the time and effort put into the litigation and compared to enhancements granted in other
15 class actions. The requested service payments are therefore reasonable to compensate Plaintiffs for their
16 active participation in this lawsuit, in addition to their general release of claims, both known and unknown,
17 and waiver of section 1542 rights.

18 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

3 41. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage and hour
4 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
5 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
6 <http://www.laffeymatrix.com/see.html> [last visited June 30, 2025].) The Laffey Matrix is a “well-
7 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
8 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
9 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
10 upwards based on “locality pay differentials” and the location of counsel’s office in California to determine
11 whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey
12 Matrix rate based on an approximate difference of 9% between the locality pay differential of the District
13 of Columbia and San Francisco, California, where counsel’s office was located].) To determine the locality
14 pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the
15 federal courts. (*Id.* at 921–22.) Using the same method here and based on firm’s location in Los Angeles,
16 California, the current locality pay differential of the Los Angeles-Long Beach area is 36.47% and of the
17 Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%.
18 (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 13, 2025 *with* Judiciary
19 Salary Plan of Washington-Baltimore-Arlington, Effective January 13, 2025.) True and correct copies of the
20 Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as
21 **Exhibit 7** and **Exhibit 8**, respectively. Based on my 17 years of experience, my Laffey Matrix rate with a
22 2.6% adjustment is \$971.98 per hour (\$948 Laffey Matrix rate + (2.5% x \$948)) (*See* Exh. 6.).
23 Accordingly, my current billing rate of \$950.00 per hour is reasonable.

24 42. I am experienced in prosecuting and defending employment matters, particularly class actions
25 and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour,
26 and working conditions violations. In addition to the present case, I am also class counsel for other wage and
27 hour class action lawsuits pending in various California counties, including in state and federal courts. The
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1 following is a list of some of our recent class action settlements that have received preliminary and final
2 approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel);
3 *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel);
4 *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v.*
5 *Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart*
6 *Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC
7 No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No.
8 PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No.
9 BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC*
10 (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650;
11 lead counsel) (in approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show
12 that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current
13 rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No.
14 BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-
15 2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC
16 No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137)
17 (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29)
18 (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size
19 approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class
20 size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260;
21 lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead
22 counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865)
23 (class size 435; lead counsel).

24 LILIT TER-ASTVATSATRYAN’S EXPERIENCE AND QUALIFICATIONS

25 43. Lilit Ter-Astvatsatryan is a Partner at Moon Law Group, PC. Since she was admitted to the
26 California Bar, her practice has exclusively focused on labor and employment class action lawsuits involving
27 California and federal labor laws. Prior to her employment at Moon Law Group, PC, she worked at Setareh
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1 Law Group, where she worked with Senior Counsel and mentor H. Scott Leviant on over 80 class actions.

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

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

9 46. Ms. Ter-Astvatsatryan's billing rate is \$850.00 per hour, which is her usual hourly rate
10 in wage and hour litigations. Based on Ms. Ter-Astvatsatryan's nearly 8 years of experience, her Laffey
11 Matrix rate with a 2.5% adjustment is \$859.98 per hour (\$839 Laffey Matrix rate + (2.5% x \$839)). (See
12 Exh. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Ter-
13 Astvatsatryan's billing rate of \$850.00 per hour is reasonable.

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

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

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

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

26 48. Additionally, the following is a list of cases where she briefed preliminary and final approval
27 motions of class action settlements that were ultimately granted by each respective Court:
28

- (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;

49. 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.

HOLLY WILLIAMS' EXPERIENCE AND QUALIFICATIONS

50. Until recently, Holly Williams was an associate attorney at Moon Law Group, PC and

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

5 51. Ms. Williams received a Bachelor of Science in Environmental Science and Management from
6 the University of California, Davis, and a Juris Doctorate from Chapman University Dale E. Fowler School
7 of Law.

8 52. Ms. Williams became an Active Member of the State Bar of California in December 2023 and
9 has been an Active Member in good standing continuously since. Ms. Williams is also a member in good
10 standing with the United States District Court for the Central and Eastern District. Ms. Williams' billing rate
11 was \$500.00 per hour, which was her usual hourly rate in wage and hour litigations. Based on Ms. Williams'
12 two years of experience, her Laffey Matrix rate with a 2.5% adjustment is \$484.83 per hour (\$473 Laffey
13 Matrix rate + (2.5% x \$473)). (See Exh. 6.) As compared to the Laffey Matrix rate and when considering
14 her experience, Ms. Williams' billing rate of \$500.00 per hour is reasonable.

15 JAMIE C. OSGANIAN'S EXPERIENCE AND QUALIFICATIONS

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

20 54. Ms. Osganian received a bachelor's degree from New York University, and a Juris Doctorate
21 from Southwestern Law School.

22 55. Ms. Osganian became an Active Member of the State Bar of California in December 2024 and
23 has been an Active Member in good standing continuously since.

24 56. Ms. Osganian's billing rate is \$450.00 per hour, which is her usual hourly rate in wage and hour
25 litigations. Based on Ms. Osganian's nearly 1 year of experience, her Laffey Matrix rate with a 2.5%
26 adjustment is \$484.83 per hour (\$473 Laffey Matrix rate + (2.5% x \$473)). (See Exh. 6.) As compared to
27 the Laffey Matrix rate, Ms. Osganian's billing rate of \$450.00 per hour is reasonable.
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1 CLASS COUNSEL’S EXPERIENCE AND QUALIFICATIONS

2 57. As demonstrated by the foregoing, my office is qualified to handle this litigation because we
3 are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative
4 actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage and
5 hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval.
6 Including myself, Moon Law Group, PC is comprised of approximately 30 attorneys, all of whom are
7 actively and continuously practicing employment litigation, representing almost entirely employee-
8 plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts
9 throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a
10 high level of skill and knowledge in wage and hour class actions, PAGA representative actions, and labor
11 and employment law generally, the substantive (state and federal) and procedural law of which is
12 frequently evolving.

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

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

22 60. I respectfully submit that the attorneys of Moon Law Group, PC, myself included, are well
23 suited to act as Class Counsel in this action, and we have, and will continue to, vigorously represent the
24 interests of the Class. To my knowledge, we do not have any conflicts of interest with Plaintiffs, other Class
25 Members, or the proposed Administrator, and we are not related to Plaintiffs. We respectfully request to be
26 appointed as Class Counsel, for settlement purposes.

27 THE REQUEST FOR ATTORNEYS’ FEES AND COSTS IS REASONABLE

1 61. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to 33.33%
2 of the Gross Settlement Amount, currently estimated to be \$486,618.00. (Settlement, ¶ 3.2.2.) The proposed
3 award of attorneys' fees can be justified under either the lodestar method or the percentage/common-fund
4 recovery method. Plaintiffs' Counsel, however, intend to base the proposed fees award on the percentage
5 method, as many of the entries in the time records will have to be redacted to preserve attorney-client and
6 attorney work product privileges.

7 62. Pursuant to a joint prosecution and fee-sharing agreement between the two law firms
8 representing Plaintiffs, and as consented to in a signed writing by Plaintiffs (the "JPA"), the firms will split
9 the award for attorneys' fees with 60% to Moon Law Group, PC and 40% to Ferraro Vega Employment
10 Lawyers, Inc., regardless of the amount awarded or whether the award is based on a common fund or lodestar
11 analysis. As to costs, the JPA states that the two firms will be reimbursed in full to the extent possible for
12 their respective costs actually incurred.

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

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

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

1 66. Because most individuals cannot afford to pay for representation in litigation on an hourly basis,
2 Moon Law Group, PC represents virtually all its employment law clients on a contingency fee basis,
3 including Plaintiffs Manu, Grant, and Asuncion in this matter. Pursuant to this arrangement, we are not
4 compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because Moon
5 Law Group, PC is taking the risk that we will not be reimbursed for our time unless our client settles or wins
6 his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of
7 our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover
8 more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue
9 representing other individuals in civil rights employment disputes.

10 67. My office invested significant time and resources into the case, with payment deferred to the
11 end of the case, and then, of course, contingent on the outcome. My office's efforts have included, and will
12 include following preliminary and final approval, without limitation, the following:

- 13 (a) Numerous interviews with Plaintiffs and review of documents provided by them;
- 14 (b) Legal research and investigation regarding Defendant's business and employment practices at
15 numerous points in the litigation;
- 16 (c) Preparation and submission of Plaintiffs' PAGA notice letters;
- 17 (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint and
18 subsequent amended complaints;
- 19 (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel regarding
20 mediation and to obtain relevant documents and information through informal discovery;
- 21 (f) Research and preparation of Plaintiffs' mediation brief;
- 22 (g) Analysis of the discovery production and preparation of a damages models with the aid of a
23 statistics expert;
- 24 (h) Attendance and active participation at a full day mediation;
- 25 (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- 26 (j) Preparation of the motion for preliminary approval and the accompanying filings;
- 27 (k) Anticipated preparation for and attendance at the preliminary approval hearing;

- 1 (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice
2 mailing, Class responses, and preliminary and final calculations;
- 3 (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and
4 accompanying filings;
- 5 (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and then
6 monitoring of the distribution of funds following final approval; and
- 7 (o) Anticipated responding to Class Member inquiries and communicating with Plaintiffs
8 regarding the case.

9 68. Through the efforts of my office, the office of co-counsel, and Plaintiffs in this case, a fair and
10 reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant
11 of *no less than* \$1,460,000.00 to compensate Class Members for the alleged unlawful wage and hour
12 practices. I am informed and believe that, without the efforts of my office, the office of co-counsel, or
13 Plaintiffs, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone
14 completely unremedied.

15 I declare under penalty of perjury under the laws of the State of California and the United States that
16 the foregoing is true and correct. Executed on July 1, 2025, at Los Angeles, California.

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18 _____
Kane Moon
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