

Arby Aiwarzian (SBN 269827)  
arby@calljustice.com  
Joanna Ghosh (SBN 272479)  
joanna@calljustice.com  
Brian J. St. John (SBN 304112)  
brian@calljustice.com  
Maria Halwadjian (SBN 358015)  
maria@calljustice.com  
**LAWYERS for JUSTICE, PC**  
450 North Brand Blvd., Suite 900  
Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

*Attorneys for Plaintiff Frederick Denton*

[Additional Counsel Listed on Following Page]

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

FREDERICK DENTON, DONTAY  
HENDERSON, individually, and on behalf of  
other members of the general public similarly  
situated and on behalf of other aggrieved  
employees pursuant to the California Private  
Attorneys General Act;

Plaintiffs,

vs.

SLAKEY BROTHERS, INC., a California  
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23CV010792  
(Related Case No. 23CV002315)

**CLASS AND REPRESENTATIVE ACTION**

*Assigned for All Purposes to:  
Judge Jill Talley, Department 23*

**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 Brian J. St. John, the  
Declaration of Plaintiff Denton, the Declaration  
of Plaintiff Henderson, and [Proposed]  
Preliminary Approval Order]*

**PRELIMINARY APPROVAL HEARING:**

Date: April 25, 2025  
Time: 9:00 a.m.  
Dept.: 23

Complaint Filed: October 30, 2023  
Trial Date: Not Set

1 Kane Moon (SBN 249834)  
2 E-mail: kmoon@moonlawgroup.com  
3 Lilit Ter-Astvatsatryan (SBN 320389)  
4 E-mail: lilit@moonlawgroup.com  
5 **MOON LAW GROUP, P.C.**  
6 725 S. Figueroa St., 31<sup>st</sup> Floor  
7 Los Angeles, California 90017  
8 Telephone: (213) 232-3128  
9 Facsimile: (213) 232-3125

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Attorneys for Plaintiff Dontay Henderson

I, KANE MOON, declare as follows:

2. I have reviewed the Sacramento County Superior Court Checklist for Approval of Class Action and/or Private Attorneys General Act Settlements (“Checklist”), and I believe that this instant Declaration and the moving papers filed concurrently herewith comply with the Checklist.

3. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff Henderson and Plaintiff Frederick Denton (“Plaintiff Denton”) (together with Plaintiff Henderson, “Plaintiffs”) seek to represent a class of (a) all current and former non-exempt employees who worked for Defendant Slakey Brothers, Inc. (“Defendant”) (together with Plaintiffs, the “Parties”) in California as a non-exempt employee at any time during the Class Period; and (b) all current and former employees who were employed, classified, and paid as exempt employees in the job title Technical Product Specialist (“TPS”) or Specialized Inside Sales Representative (“Specialized ISR”) by Defendant in California during the Class Period. The Class Period is April 27, 2020, to and including the date the Court grants preliminary approval. Defendant sells, installs, and promotes HVAC systems across approximately 20 locations throughout California. Plaintiffs contends they and their coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked. This declaration is submitted in support of the Class Action and PAGA Settlement Agreement between the Parties (“Settlement”). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**.

4. Plaintiffs' claim for unpaid wages stems from Defendant's alleged failure to compensate employees for off-the-clock work and Defendant's alleged failure to incorporate all non-discretionary bonuses into its regular rate of pay when calculating the correct overtime rate of pay, meal break premium

1 rate of pay, and sick day rate of pay. Moreover, Plaintiffs bring claims against Defendant for meal and rest  
2 period violations, unreimbursed business expenses, Defendant's failure to pay timely wages during  
3 employment and failure to keep requisite payroll records, and derivative claims for waiting time penalties,  
4 wage statement violations, unfair business practices, and civil penalties under PAGA.

5         5. On May 25, 2023, David Morton ("Former Plaintiff Morton") filed a Class Action Complaint  
6 against Defendant in the Superior Court of the State of California, County of Sacramento. Former Plaintiff  
7 Morton filed a First Amended Complaint ("FAC") on September 18, 2023, adding a claim under the  
8 California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.* ("PAGA"). On October 2,  
9 2023, Former Plaintiff Morton dismissed the individual and class claims, leaving only Former Plaintiff  
10 Morton's PAGA claim remaining. On November 18, 2024, by stipulation of the Parties, Former Plaintiff  
11 Morton filed a Second Amended Complaint ("SAC") adding Plaintiff Henderson as a named plaintiff.  
12 Counsel for Former Plaintiff Morton and Plaintiff Henderson dismissed Former Plaintiff Morton's claims  
13 against Defendant on December 16, 2024, due to Former Plaintiff Morton's death during the pendency of  
14 the action. Therefore, Plaintiff Henderson became the only named plaintiff in the action entitled *David Lyn*  
15 *Morton, Dontay Henderson v. Slakey Brothers, Inc.*, Case No. 23CV002315 (the "Henderson Action"). (*Id.*)  
16 The Henderson Action only involves a claim under PAGA. (*Id.*) In addition to a PAGA claim related to all  
17 current and former non-exempt employees in California during the PAGA Period, the PAGA claim is also  
18 based on the contention that Defendant's current and former employees in the roles of Technical Product  
19 Specialist and Specialized Inside Sales Representative were misclassified as exempt employees for at least  
20 part of the PAGA Period.

21         6. On October 30, 2023, Plaintiff Denton filed a class and representative action complaint against  
22 Defendant in the Superior Court of the State of California, County of Sacramento, thereby commencing the  
23 action *Frederick Denton v. Slakey Brothers, Inc.*, Case No. 23CV010792 (the "Denton Action"). The Denton  
24 Action includes both class claims and a PAGA claim.

25         7. On April 2, 2025, Plaintiff Denton, filed a First Amended Class Action Complaint for damages  
26 and enforcement under the PAGA (the "Operative Complaint") in the Denton Action, which added Plaintiff  
27 Henderson as a named plaintiff and all claims and factual allegations asserted the Henderson Action. Plaintiff  
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Henderson subsequently dismissed the Henderson Action. A true and correct copy of the Operative Complaint is attached hereto as **Exhibit 2**. Plaintiff Denton also filed a Joint Stipulation regarding the filing of the Operative Complaint with the Court. A true and correct copy of the Joint Stipulation is attached hereto as **Exhibit 3**. Plaintiff Henderson has agreed to promptly dismiss the Henderson Action so the Operative Complaint in the Denton Action becomes the operative pleading and upon which the release of claims in this global settlement, as described in the Parties' Settlement Agreement, are based. The Operative Complaint includes causes of action alleging: (1) failure to pay overtime wages; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) failure to pay minimum wage; (5) waiting time penalties; (6) wages not timely paid during employment; (7) wage statement violations; (8) failure to keep requisite payroll records; (9) failure to reimburse employees' business expenses; (10) unfair competition; and (11) civil penalty liability under PAGA.

8. Defendant ardently opposes the merits of this case and denies Plaintiffs' factual allegations. Defendant asserts it complied with all of its compensation obligations, including compensating Class Members for all off-the-clock work and paying overtime and double time, and therefore, Plaintiffs and other Class Members were paid all wages owed. Defendant also argues that Defendant did not fail to incorporate any bonuses into Plaintiffs' and Class Member's regular rate for purposes of overtime, meal and rest break premium, and sick pay as such bonuses were discretionary. Defendant maintains compliance with all its meal and rest period obligations and provides non-exempt employees with compliance meal and rest periods. Defendant asserts it complied with all of its reimbursement obligations, and therefore, Plaintiffs and other Class Members were compensated for any and all necessary business expenses incurred. Defendant also maintains that it kept requisite payroll records, provided accurate wage statements, and paid employees all compensation owed during employment and at termination. To the extent Class Members received wage statements that were allegedly inaccurate, Defendant asserts Class Members suffered no actual damage or harm as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12-05860 CRB) 2013 WL 622032, at \*10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) With respect to Plaintiffs' claim for waiting time penalties, Defendant alleges its good-faith

1 belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiffs cannot prove  
2 Defendant's alleged failure to pay all final wages at the time of separation was "willful." (*See, e.g., Pedroza*  
3 *v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, \*5.) For  
4 these reasons, among others, Defendant denies all of Plaintiffs' claims and allegations, and further claims it  
5 did not engage in any unfair business practices and denies liability under PAGA. Defendant also maintains  
6 Plaintiffs' claims are improper for class treatment, in part, due to the individualized and testimony-intensive  
7 nature of the wage claims that could bar class certification or significantly reduce Defendant's overall  
8 liability.

#### 9 DISCOVERY AND INVESTIGATION

10 9. The Parties agreed to mediate the Action, and participated in private mediation with Steven  
11 Rottman, Esq., an experienced class and PAGA action mediator. In preparation for mediation, the Parties  
12 agreed to a protocol for an informal exchange of documents and information before mediation. Prior to  
13 mediation, Plaintiffs obtained from Defendant, through informal discovery, documents and data that were  
14 necessary and helpful to evaluate the claims asserted in this action. Defendant produced all time and pay  
15 records for the putative Class from April 27, 2020 through July 21, 2024, a list with putative Class Members'  
16 anonymized hire and termination information, sample meal break waivers and arbitration agreements,  
17 Plaintiffs' personnel files and wage statements, and policies relevant to Plaintiffs' claims that were in effect  
18 during the relevant time period. Defendant also provided information regarding the estimated number of  
19 current and formerly employed Class Members, PAGA Group Members, Class Workweeks, and PAGA Pay  
20 Periods.

21 10. In preparation for mediation, Plaintiffs' counsel reviewed and analyzed all the information  
22 Defendant provided, including the pay and time records and documents regarding Defendant's wage and  
23 hour policies. Plaintiffs' counsel retained a statistics expert to analyze the sample records and prepare a  
24 damage analysis prior to the mediation. In conjunction with their extensive factual investigation, Class  
25 Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation.  
26 Accordingly, Plaintiffs' counsel was able to evaluate the probability of class certification, success on the  
27 merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiffs' and their  
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counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

### SETTLEMENT NEGOTIATIONS

11. On November 19, 2024, the Parties participated in a full day of private mediation before experienced wage and hour mediator Steven Rottman, Esq. The negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. The Parties engaged in extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses; however, a settlement was not reached at mediation. Following mediation, Mr. Rottman issued a mediator's proposal, which the Parties accepted on November 26, 2024. The material terms of the settlement are set out in the Settlement.

12. The Settlement provides for a non-reversionary, Gross Settlement Amount of \$1,600,000.00, (Settlement, ¶¶ 2.20.)

13. The Net Settlement Sum means the Gross Settlement Amount less the following: (a) the Fee and Expense Award, (b) the PAGA Settlement Amount, (c) the Service Payments, and (d) the Settlement Administration Costs. (*Id.* at ¶ 2.23.) The Net Settlement Sum is estimated to be \$891,716.67 as discussed *infra* at paragraph 42.

14. The Settlement, Class Settlement Awards shall be allocated 20% to wages subject to Withholdings and Taxes and 80% to interest, penalties, and non-wage damages. (*Id.* at ¶ 4.6.1.) The entirety of each PAGA Settlement Award shall be allocated as penalties. (*Id.*)

15. Class Members will not need to submit any claim form as a condition of receiving a Class Settlement Award. (*See id.* at ¶ 4.4.3.) Each Class Member who does not submit a Request for Exclusion on or prior to the deadline set by the Court is a Settlement Class Member and shall be bound by the Class Settlement. (*Id.*) Each Class Member who does not opt-out will be entitled to a pro rata share of the Net Settlement Sum based on the total number of Class Workweeks worked by the Class Member in proportion to the total number of Class Workweeks worked by all Class Members. (*Id.* at ¶ 4.5.2.) Likewise, each PAGA

1 Group Member will be entitled to a pro rata share of the PAGA Fund directly proportional to the number of  
2 PAGA Pay Periods worked. (*Id.* at ¶ 4.5.4.)

3 16. “Class Members” or the “Class” is defined as: (a) all current and former non-exempt employees  
4 who worked for Defendant in California as a non-exempt employee at any time during the Class Period; and  
5 (b) all current and former employees who were employed, classified, and paid as exempt employees in the  
6 job title Technical Product Specialist (“TPS”) or Specialized Inside Sales Representative (“Specialized ISR”)  
7 by Defendant in California during the Class Period. (*Id.* at ¶ 2.6.) “Class Period” means from April 27, 2020  
8 to and including the date the Court grants preliminary approval of the Class Settlement and PAGA  
9 Settlement. (*Id.* at ¶ 2.8.) Defendant estimated that the Class included approximately 898 Class Members as  
10 of November 19, 2024. (*Id.*) Class Members will be paid a pro-rata share based on the number of Class  
11 Workweeks worked by the Class Member during the Class Period. (*Id.* at ¶ 4.5.2.) “Class Workweeks” means  
12 Workweeks worked by each Class Member as an hourly-paid, non-exempt employee in California during  
13 the Class Period and excludes any Workweeks during which a Class Member was on a leave of absence or  
14 otherwise absent from work. “Class Workweeks” also means Workweeks worked by Class Members as an  
15 exempt TPS or Specialized ISR during the Class Period, excluding any Workweeks during which a Class  
16 Member was on a leave of absence or otherwise absent from work. All Class Members will be credited with  
17 at least one Workweek. (*Id.* at ¶ 2.11.) “Workweek” means any week during which a Class Member worked  
18 for Defendant in California for at least one day, during the Class Period. (*Id.* at ¶ 2.51.) Defendant estimates  
19 that Class Members collectively worked 68,705 Workweeks as of November 19, 2024. (*Id.* at ¶ 3.1.)

20 17. “PAGA Group Members” or “PAGA Group” means: (a) all current and former non-exempt  
21 employees who worked for Defendant in California as a non-exempt employee at any time during the PAGA  
22 Period; and (b) all current and former employees who were employed, classified, and paid as exempt  
23 employees in the job titles TPS or Specialized ISR by Defendant in California during the PAGA Period. (*Id.*  
24 at ¶ 2.27.) The “PAGA Period” is from May 20, 2022 through and including the date the Court grants  
25 Preliminary Approval of the Class Settlement and PAGA Settlement. (*Id.* at ¶ 2.29.)

26 18. “Released Parties” means Defendant Slakey Brothers, Inc., and all affiliated predecessor and  
27 successor entities, and each such entity’s respective present and former subsidiaries, affiliates, parents,  
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agents, executive-, management-, and supervisor-level employees, members, investors, partners, owners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors and assigns. (*Id.* at ¶ 2.41.) “Released Class Claims” means all claims, debts, liabilities, demands, obligations, damages, and actions or causes of action of any kind, for the duration of the Class Period, that are alleged in the Operative Complaint, or that could have been alleged against any of the Released Parties based on the facts asserted in the Denton Action complaint, Henderson Action SAC, or the Operative Complaint. (*Id.* at ¶ 2.39.) “Released PAGA Claims” means all claims for civil penalties under PAGA for the duration of the PAGA Period that were alleged in the Denton Action complaint filed on October 30, 2023, in the Henderson Action SAC filed on November 18, 2024, in the Operative Complaint, or any of the PAGA Notices, or that could have been alleged based on the facts asserted in the Denton Action complaint filed on October 30, 2023, in the Henderson Action SAC filed on November 18, 2024, in the Operative Complaint, or in any of the PAGA Notices, against any of the Released Parties. (*Id.* at ¶ 2.40.)

19. The maximum exposure is \$18,799,782.63 and the realistic exposure is \$2,193,168.94. A detailed discussion of the maximum and realistic exposure estimates for each of Plaintiffs’ claims and how these exposure amounts were calculated is provided *infra* at paragraphs 30 through 38.

20. The Settlement provides for a PAGA Settlement Amount of \$100,000.00. (*Id.* at ¶ 2.31.) Pursuant to PAGA, 75% or \$75,000.00 is allocated to the LWDA and 25% of \$25,000.00 is allocated to PAGA Group Members (the “PAGA Fund”). (*Id.*) A detailed discussion on the fairness of the PAGA Settlement Amount and the valuation of the PAGA civil penalties is provided *infra* at paragraph 38. On May 20, 2023, Former Plaintiff Morton gave written notice to the California Labor and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with certified mail service on Defendant. On October 16, 2024, Former Plaintiff Morton and Plaintiff Henderson provided an amended notice to the LWDA and Defendant to add Plaintiff Henderson as a named plaintiff in the Morton Action. On August 24, 2023, Plaintiff Denton provided notice to the LWDA and Defendant. The Parties paid the required filing fee. True and correct copies of the PAGA Notice letters to Defendant and the LWDA are attached hereto as **Exhibits 4A, 4B, and 4C**. To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene in this Action.

1           21. In compliance with Labor Code section 2699, subdivision (f)(2), Class Counsel submitted to the  
2 LWDA a notice of settlement and a copy of the proposed Settlement. A true and correct copy of the LWDA's  
3 email confirming receipt thereof is attached hereto as **Exhibit 5**.

4           22. Within 15 business days from the Effective Date, Defendant will remit the Gross Settlement  
5 Amount, with its share of withholding and taxes arising from the Class Settlement Awards, to the Settlement  
6 Administrator. (*Id.* at ¶ 4.9.1.)

7           23. As of November 19, 2024, there are an estimated 898 Class Members who worked  
8 approximately 68,705 Class Workweeks, with an estimated 651 PAGA Group Members who worked  
9 approximately 37,982 Pay Workweeks. Class Members are estimated to receive an average of \$993.00, with  
10 an average Class Workweek value of \$12.98. PAGA Group Members are estimated to receive an average of  
11 \$38.40, with an average PAGA Pay Period value of \$0.66. A detailed discussion of the estimated payments  
12 to Class Members and PAGA Group Members is provided *infra* at paragraph 42.

13           24. The Settlement does not provide for a *cypres* distribution. Uncashed, unclaimed, or abandoned  
14 checks shall be transmitted by the Settlement Administrator the California Controller's Office Unclaimed  
15 Property Division, with an identification of the person to whom the funds belong, in accordance with Code  
16 of Civil Procedure section 384, to be held in trust for those persons who did not timely cash their settlement  
17 checks. (*Id.* at ¶ 4.9.3.)

18           25. "Settlement Administrator" means ILYM Group, Inc., or such other administrator as may be  
19 approved by the Court which shall be responsible for administering the Settlement pursuant to the terms of  
20 the Agreement, the Class Notice, the Preliminary Approval Order, and the Final Approval Order and  
21 Judgment (*Id.* at ¶ 2.46.) It is estimated that the Settlement Administration Costs will not exceed \$9,950.00.  
22 (*Id.* at ¶ 2.45.) A true and correct copy of the Settlement Administrator's costs estimate is attached hereto as  
23 **Exhibit 6**. The proposed class notice is attached to the Settlement as **Exhibit A** and has been agreed to by  
24 counsel for the Parties. The Notice adequately informs Class Members of the terms of the Settlement and  
25 avoids commentary on the merits of the Settlement. (*See generally id.*, Exh. A.) The Settlement  
26 Administrator will mail the Notice to Class Members in English and Spanish by First Class United States  
27 mail using data provided by Defendant and after running a check of the data from Defendant against those  
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1 on file with the U.S. Postal Services' National Change of Address List (*Id.* at ¶ 4.2.2.) Defendant will provide  
2 the Class Information List to the Settlement Administrator within 30 calendar days from the date of  
3 preliminary approval, and the Settlement Administrator will mail the Notices within 10 business days  
4 following receipt of the Class Information List. (*Id.* at ¶ 4.2.3.) The Notice explains the procedure under  
5 which a Class Member can dispute the number of individual Class Workweeks and/or PAGA Pay Periods  
6 credited to them. (*Id.* at Exh. A.) Additionally, the Notice explains how Class Members may, should they  
7 choose to do so, opt-out or otherwise object to the Settlement. Class Members need not file or serve, or state  
8 in any written objection, a notice of intention to appear at the Final Approval Hearing. (*Id.* at Exh. A.) Class  
9 Members will have 60 days after the Settlement Administrator initially mails the Notice to submit a Request  
10 for Exclusion or written objections to the Settlement. (*Id.* at ¶ 2.2.4.) In the case of a re-mailed Notice, Class  
11 Members will have an additional 15 calendar days from re-mailing. (*Id.*) Requests for Exclusion and  
12 objections will be mailed to and handled by the Settlement Administrator. (*See id.* at ¶ 4.3.)

13         26. The Settlement provides attorneys' fees up to one third of the Gross Settlement Amount  
14 (currently estimated to be \$533,333.33) plus reimbursement for actual litigation costs not to exceed  
15 \$50,000.00, payable from the Gross Settlement Amount, subject to Court Approval. (*Id.* at ¶ 3.5.) At this  
16 time, my firm has incurred \$25,078.93 in litigation costs, and a true and correct copy of an itemized detail of  
17 the costs is attached hereto as **Exhibit 7**. Class Counsel expects to incur approximately \$1,000.00 or less in  
18 additional costs from preliminary approval to final approval for filing and service fees.

19         27. The Settlement includes Service Payments of up to \$7,500.00 to each Plaintiff (for a total of  
20 \$15,000.00) payable from the Gross Settlement Amount, subject to the Court's approval, in addition to the  
21 amount they are eligible to receive as Class Members and PAGA Group Members. (*Id.* at ¶ 3.7.) This award  
22 is compensation for Plaintiffs' efforts as class and PAGA representatives in furtherance of litigating and  
23 resolving the Action, and in consideration of Plaintiffs' general release of claims. (*Id.*)

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

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

29. 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.

30. Based on Class 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, Class Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. At the time of mediation, there were an estimated: 898 Class Members who worked an aggregate of 68,705 Class Workweeks, at an average hourly rate of \$24.66. Additionally, there were an estimated: 421 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, 651 employees falling within the one-year SOL period for inaccurate wage statement penalties and PAGA penalties, and 37,982 PAGA Pay Periods.

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

| Claim                        | Relevant Time Period   | Rate                        | Number of Violations                                    | Exposure Amount                                                                            |
|------------------------------|------------------------|-----------------------------|---------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Unpaid Wages (Off the Clock) | 68,705 Class Workweeks | \$24.66 average hourly rate | 51,661 net unpaid hours (assuming 10 minutes per shift) | <b>Maximum:</b><br><b>\$1,273,960.26</b><br><br><b>Realistic:</b><br><b>\$191,094.04**</b> |

|                                                    |                                                                          |                                                                                                          |                                                                                                                   |                                                                                              |
|----------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Unpaid Wages<br>(Regular Rate)                     | 68,705 Class<br>Workweeks                                                | \$25.06 average<br>regular rate                                                                          | Based on Expert<br>Analysis of<br>Records                                                                         | <b>Maximum:</b><br><b>\$58,969.60</b><br><br><b>Realistic:</b><br><b>\$29,484.80*</b>        |
| Meal Period<br>Violations                          | 68,705 Class<br>Workweeks                                                | \$24.66 average<br>hourly rate                                                                           | 29,659 unique<br>meal break<br>violations                                                                         | <b>Maximum:</b><br><b>\$731,390.94</b><br><br><b>Realistic:</b><br><b>\$365,695.47*</b>      |
| Rest Period<br>Violations                          | 68,705 Class<br>Workweeks                                                | \$24.66 average<br>hourly rate                                                                           | 301,848 unique<br>rest break<br>violations<br>(Assuming 100%<br>break violations<br>for break-eligible<br>shifts) | <b>Maximum:</b><br><b>\$7,443,571.68</b><br><br><b>Realistic:</b><br><b>\$1,116,535.75**</b> |
| Unreimbursed<br>Business<br>Expenses<br>Violations | 68,705 Class<br>Workweeks                                                | Assumes \$15<br>per employee<br>per month                                                                | Expert Analysis<br>of Records                                                                                     | <b>Maximum:</b><br><b>\$257,643.75</b><br><br><b>Realistic:</b><br><b>\$38,646.56**</b>      |
| Labor Code<br>§ 203                                | Based on approx.<br>421 terminated<br>employees within<br>the 3-year SOL | \$24.66 average<br>hourly rate /30-<br>day max.                                                          | Assumes 8 hours<br>/ day                                                                                          | <b>Maximum:</b><br><b>\$2,491,646.40</b><br><br><b>Realistic:</b><br><b>\$124,582.32***</b>  |
| Labor Code<br>§ 226                                | Based on approx.<br>651 employees<br>within the 1-year<br>SOL            | \$50 per initial<br>pay period<br>/ \$100 per<br>subsequent pay<br>periods<br>/ \$4,000<br>employee max. | Based on 37,982<br>PAGA Pay<br>Periods within<br>the 1-year SOL                                                   | <b>Maximum:</b><br><b>\$2,604,000.00</b><br><br><b>\$130,200.00***</b>                       |
| Labor Code<br>§ 1174(d)                            | -                                                                        | \$500 penalty                                                                                            | -                                                                                                                 | <b>Maximum:</b><br><b>\$500.00</b><br><br><b>Realistic:</b><br><b>\$25.00***</b>             |
| PAGA                                               | Based on 37,982<br>PAGA Pay<br>Periods within the<br>1-year SOL          | \$100 per pay<br>period                                                                                  | Based on 37,982<br>PAGA Pay<br>Periods within<br>the 1-year SOL                                                   | <b>Maximum:</b><br><b>\$3,798,200.00</b><br><br><b>Realistic:</b><br><b>\$189,910.00***</b>  |

|                                                                                                                                                                                                                                                                                                                                                                              |                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                 | <b>Maximum:</b><br><b>\$18,659,882.63</b><br><br><b>Realistic:</b><br><b>\$2,186,173.94</b> |
| <p>* These figures are discounted based on a 50% probability of prevailing at class certification and on the merits.</p> <p>** These figures are discounted based on a 15% probability of prevailing at class certification and on the merits.</p> <p>*** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.</p> |                                                                                             |

31. Plaintiffs' unpaid wages claim is due, in part, to allegations that Defendant did not compensate Class Members for all hours worked. Plaintiffs alleges that Plaintiffs and putative Class Members were required to perform work prior to clocking into work and after clocking out of work, without compensation. For example, Plaintiffs and Class Members were required to undergo temperature checks and complete a questionnaire, have their computers up and running, and have their safety harnesses on before clocking in. Plaintiffs and Class Members were also required to turn off alarms before leaving the premises, which required them to continue to work after clocking out. Therefore, Class Counsel estimated Class Members spent an average 10 minutes off the clock per shift during the Class Period. Class Counsel and its data expert then estimated that Defendant failed to pay Class Members for approximately 51,661 hours. From this, Plaintiffs' expert calculated that Defendant has a maximum potential liability of \$1,273,960.26 (51,661 hours x \$24.66 avg. hourly rate). Defendant contends 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, Class Counsel discounted the maximum potential liability by 85% ( $\$1,273,960.26 \times .15$ ). **Plaintiffs' realistic damage estimate for the unpaid wages claim due to off-the-clock work is therefore \$191,094.04**

32. Plaintiffs' unpaid wage claim is also due to allegations that Defendant failed to pay overtime, meal break premium, 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. Plaintiffs' expert analyzed Defendant's sample records and estimated Defendant's liability for underpaid overtime to be \$23,846.40, for underpaid meal break premiums to be \$315.20, and for underpaid sick pay to be \$34,808.00, for a total maximum potential exposure of \$58,969.60. Defendant disagrees and contends that each of these payments were discretionary. Plaintiffs' expert's analysis of the records also showed that the regular rate claim does not reach the severity of what was originally contemplated. Specifically, if there was any underpayment due to incorrect regular rate, only 2.7% of pay periods were affected by underpayment of overtime, 0.05% of pay periods were affected by underpayment of meal break premiums, and 0.5% of pay periods for underpayment of sick pay. Defendant also argues that this claim is improper for class treatment, in part, given the challenges in extrapolating this claim to the entire Class. Although I believe there is merit to this claim, with conflicting interpretations on the issue, potential defenses to certifying this claim, lack of written policies regarding criteria for bonus payments, and to account for potential difficulties in class certification, I discounted the maximum damage exposure by 50%; accordingly, I arrived at **a realistic damage estimate of \$29,484.80 for the regular rate of pay claim.**

33. 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. 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 29,659 times throughout the Class Period, resulting in a 9.8% overall violation rate. Class Counsel and its data expert then calculated that, in light of these violations and the average hourly rate of the putative Class, Defendant had a maximum potential liability of \$731,390.94 (29,659 unique violations<sup>1</sup> \* \$24.66 per hour). Defendant nonetheless contended that many meal breaks were taken and, 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

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

1 to stop his or her break early to return to work. Moreover, certification and proof of this claim would require  
2 declarations from Class Members and obtaining such declarations potentially would reveal that each Class  
3 Member had a different experience with respect to meal periods. In light of these defenses, and for purposes  
4 of settlement, Class Counsel discounted the potential liability by 50% ( $\$731,390.94 * 0.50$ ). **Plaintiffs'**  
5 **realistic damage estimate for the meal period claim is therefore \$365,695.47.**

6 34. The rest break claim is based on the allegation that Defendant did not provide or maintain  
7 sufficient rest break practices, such that Class Members were regularly required to work in excess of four  
8 consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute,  
9 continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest  
10 break violations could not be calculated since Defendant neither documented, nor is required to document,  
11 when Class Members took their required rest breaks. Therefore, in preparation for mediation, Class Counsel  
12 estimated that Defendant had a one-hundred percent violation rate for shifts greater than or equal to 3.5 hours  
13 in length. Plaintiffs' expert then estimated that, in light of the estimated violation rate, 301,848 total estimated  
14 rest breaks during the Class Period, and average hourly rate of the putative Class, Defendant had a potential  
15 liability of  $\$7,443,571.68$  ( $301,848$  unique violations \*  $\$24.66$  per hour). Defendant nonetheless contends  
16 that rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks  
17 and, significant for purposes of class certification, that this claim is individualized in nature and therefore  
18 would require declarations indicating that Class Members shared a similar experience as to rest breaks. In  
19 light of these defenses, and for purposes of settlement, Class Counsel discounted the potential liability  
20 by 85% ( $\$7,443,571.68 * 0.15$ ). **Plaintiffs' realistic damage estimate for the rest break claim is therefore**  
21 **\$1,116,535.75.**

22 35. The unreimbursed business expenses claim is based on the allegation that Defendant did not  
23 reimburse Class Members for all expenses Class Members incurred in direct consequence of the discharge  
24 of their duties. For example, Plaintiffs and other employees were required to use their personal phones to  
25 communicate with customers during work hours. The precise value of all necessary business expenses Class  
26 Members incurred could not be calculated. Therefore, in preparation for mediation, Class Counsel estimated  
27 that Defendant should have reimbursed each Class Member approximately  $\$15.00$  per month. Plaintiffs'  
28

1 expert then estimated that Defendant had a potential maximum liability of \$257,643.75 ( $\$15 \times (68,705 \text{ Class}$   
2  $\text{Workweeks} / 4)$ ). Defendant nonetheless contends that it complied with all of its reimbursement obligations,  
3 and further, that the reimbursement claim would be difficult to certify, given the limited documentation and  
4 the individualistic nature of this claim. In light of these defenses, and for purposes of settlement, Class  
5 Counsel discounted the potential liability by 85% ( $\$257,643.75 \times 0.15$ ). **Plaintiffs' realistic damage**  
6 **estimate for the unreimbursed expenses claim is therefore \$38,646.56.**

7 36. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs estimate  
8 Defendant's maximum potential exposure, prior to risk-adjustment, is \$9,033,746.40, which breaks down as  
9 follows: **\$2,491,646.40** for waiting time penalties for approximately 421 terminated Class Members in the  
10 3-year SOL (421 Class Members x \$24.66 average hourly rate x 30 days x 8 hours per day); a **\$2,336,000.00**  
11 penalty for inaccurate wage statements based on approximately 651 Class Members in the 1-year SOL  
12 (\$4,000.00 employee max x 651 employees); a **\$500.00** penalty for failure to keep accurate and complete  
13 payroll records; and **\$3,798,200.00** for PAGA penalties based on approximately 37,982 PAGA Pay Periods  
14 and the Court assessing a \$100 penalty for each pay period containing a violation (37,982 x \$100). However,  
15 I believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary  
16 nature of awarding penalties and given Defendant's defenses, including without limitation, that any failure  
17 to pay all final wages at the time of separation and keep accurate and complete payroll records was not willful  
18 or intentional and that to the extent Plaintiffs received wage statements that were allegedly inaccurate,  
19 Plaintiffs suffered no actual resulting damage or harm. Moreover, I understand the individualized and  
20 testimony-intensive nature of the wage claims could bar class certification or otherwise significantly reduce  
21 Defendant's overall liability for statutory and civil penalties. Furthermore, considering the underlying wage  
22 claims are realistically estimated to be \$1,741,956.62, awarding such a disproportional amount in penalties  
23 would also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty  
24 (resulting in **\$124,582.32** for waiting time penalties, **\$130,200.00** for inaccurate wage statement penalties,  
25 **\$25.00** for record-keeping penalties, and **\$189,910.00** for PAGA penalties) and accordingly arrived at a  
26 **realistic damage estimate of \$451,712.32 for statutory and civil penalties.**

1           37. Using these estimated figures, Plaintiffs predicted **the *realistic* (risk-adjusted) recovery for all**  
2 **claims, including penalties, is \$2,186,173.94.** This means **the \$1,600,000.00 gross settlement figure**  
3 **represents roughly 73% of the total realistic recovery.** This is an excellent result for the Class, particularly  
4 because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of  
5 not being able to recover anything.

6           38. With regards to the PAGA claims, Plaintiffs and their Counsel believe the Settlement is a fair  
7 and reasonable resolution that satisfies PAGA’s dual statutory purposes of deterrence and punishment, on  
8 the one hand, and providing PAGA Group Members with genuine and meaningful relief, on the other. (Lab.  
9 Code §§ 2698, *et seq.*) As a result of this litigation, Defendant has had to hire legal counsel, engage in  
10 informal discovery, and participate in mediation. Defendant is also now having to pay civil penalties to  
11 the LWDA under the Settlement, assuming final settlement approval is granted. (Settlement, ¶ 3.6.) Not  
12 including its own attorneys’ fees and costs as well as the employer’s share of payroll taxes, Defendant  
13 will pay \$1,600,000.00 to resolve this matter—of which \$100,000.00 is allocated toward the PAGA  
14 claims and will be distributed, in compliance with Labor Code section 2699 as 75% (\$75,000.00) to the  
15 LWDA and 25% (\$25,000.00) to PAGA Group Members—and the release obtained under the Settlement  
16 does not preclude PAGA Group Members from seeking remedies based on any underlying individual  
17 claims they may have against Defendant or the other Released Parties. (Lab. Code § 2699(i).) The PAGA  
18 Allocation represents approximately 53% of the realistic damage estimate for PAGA civil penalties  
19 (\$100,000.00 / \$189,910.00). Moreover, Class Counsel are of the opinion that because the issues here are  
20 fairly contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiffs  
21 prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. Indeed, under  
22 Labor Code section 2699, subdivision (e)(2), a Court can reduce PAGA penalties “if, based on the facts and  
23 circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and  
24 oppressive, or confiscatory.” (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any  
25 award granted would be at the discretion of the Court and subject to a substantial reduction.

1           39. While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to  
2 each cause of action. Plaintiffs also recognize that proving the amounts of wages owed to each Class Member  
3 would be an expensive, time-consuming, and uncertain proposition.

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

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

14           42. The Net Settlement Sum available for settlement payments is estimated to be *no less than*  
15 **\$891,716.67** for an estimated Class of **898 individuals**, calculated as of November 19, 2024.<sup>2</sup> As a result, it  
16 is estimated each Settlement Class Member will receive an average gross benefit of approximately **\$993.00**  
17 prior to tax withholdings on the wage portion of payments. Considering Class Members' average hourly rate  
18 is \$24.66, the average benefit is roughly **40.3 hours of work**. This amounts to **an estimated Class**  
19 **Workweek value of roughly \$12.98** for the currently estimated **68,705.00 Class Workweeks**. Additionally,  
20 it is currently estimated there are **651 PAGA Group Members** who will receive an estimated average of  
21 approximately **\$38.40** from their \$25,000.00 total share of the PAGA Settlement Award, which results in an  
22 estimated per **PAGA Pay Period value of \$0.66** based on the currently estimated **37,982 PAGA Pay**  
23 **Periods**. The actual amounts to Settlement Class Members and PAGA Group Members will vary based on  
24 each individual's duration of work during the Class Period or PAGA Period, respectively; thus, those who  
25

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26           <sup>2</sup> The Net Settlement Sum is at least \$1,600,000.00 less the following: \$7,500.00 for the Service Payments  
27 to each Plaintiff (\$15,000.00), \$9,950.00 for Settlement Administration Costs, \$100,000.00 for the PAGA  
28 Settlement Award to the LWDA and PAGA Group Members, \$533,333.33 for attorneys' fees to Class  
Counsel, and up to \$50,000.00 for reimbursement of litigation costs to Class Counsel. (Settlement, ¶ 2.23, )

1 worked longer will receive a gross benefit greater than the average estimated amount. At this time, the high  
2 and low range of payments to Class Members is unknown. These ranges will be calculated by the Settlement  
3 Administrator following preliminary approval and receipt and processing of the Class Information List and  
4 will be provided to the Court in a motion for final approval.

5 43. The proposed Settlement of \$1,600,000.00 therefore represents a substantial recovery when  
6 compared to Plaintiffs' reasonably forecasted recovery. When considering the risks of litigation, the  
7 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the  
8 probability of appeal, it is clear the Settlement amount of \$1,600,000.00 is within the "ballpark" of  
9 reasonableness, and that preliminary settlement approval is appropriate.

10 THE SERVICE PAYMENTS TO PLAINTIFFS ARE REASONABLE

11 44. Throughout this litigation, Plaintiffs, who were former employees of Defendant, have  
12 cooperated immensely with my office and the office of Lawyers *for* Justice, PC and have taken many actions  
13 to protect the interests of the Class. Plaintiffs provided valuable information regarding their hours worked,  
14 and what duties were performed during those hours. Plaintiffs also provided information regarding meal  
15 periods taken and missed by Plaintiffs and other Class Members. Plaintiffs participated in decisions  
16 concerning this action, assisted in preparation for the mediation, and provided my office and the office of  
17 Lawyers *for* Justice, PC with the names and contact information of potential witnesses in this action. Before  
18 this case was filed, Plaintiffs worked with our offices to determine the viability of their claims. Plaintiffs also  
19 provided information and documents relating to their employment by Defendant. The information and  
20 documentation provided by Plaintiffs were instrumental in establishing the wage and hour violations alleged  
21 in this action, and the recovery provided for in the Settlement would have been impossible to obtain without  
22 their participation.

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

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

6           47. In the final analysis, this class action would not have been possible without the aid of Plaintiffs,  
7 who put their own time and effort into this litigation and placed themselves at risk for the sake of the Class.  
8 The requested service payments to Plaintiffs for their service as the Class Representatives are relatively small  
9 amounts of money considering the time and effort put into the litigation and compared to enhancements  
10 granted in other class actions. The requested service payments are therefore reasonable to compensate  
11 Plaintiffs for their active participation in this lawsuit, in addition to their general release of claims, both known  
12 and unknown, and waiver of section 1542 rights.

13                                   MY EXPERIENCE AND QUALIFICATIONS

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

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

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

25           51. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage and hour  
26 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the  
27 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,  
28

1 <http://www.laffeymatrix.com/see.html> [last visited Jan 2, 2025].) The Laffey Matrix is a “well-established  
2 objective source for rates that vary by experience” used by the District of Columbia. (*In re HPL Tech., Inc.*  
3 *Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is  
4 attached hereto as **Exhibit 8**. California Courts have adjusted the Laffey Matrix rate upwards based on  
5 “locality pay differentials” and the location of counsel’s office in California to determine whether counsel’s  
6 rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on  
7 an approximate difference of 9% between the locality pay differential of the District of Columbia and San  
8 Francisco, California, where counsel’s office was located].) To determine the locality pay differential, the  
9 Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.*  
10 at 921–22.) Using the same method here and based on my firm’s location in Los Angeles, California, the  
11 locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential of  
12 the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.5%.  
13 (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 13, 2025 *with*  
14 Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 13, 2025.) True and correct  
15 copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached  
16 hereto as **Exhibit 9** and **Exhibit 10**, respectively. Based on my 17 years of experience, my Laffey Matrix  
17 rate with a 2.5% adjustment is \$971.70 per hour (\$948 Laffey Matrix rate + (2.6% x \$948)). Accordingly,  
18 my current billing rate of \$950.00 per hour is reasonable.

19         52. I am experienced in prosecuting and defending employment matters, particularly class actions  
20 and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour,  
21 and working conditions violations. In addition to the present case, I am also class counsel for other wage and  
22 hour class action lawsuits pending in various California counties, including in state and federal courts. The  
23 following is a list of some of our recent class action settlements that have received preliminary and final  
24 approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel);  
25 *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel);  
26 *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v.*  
27 *Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart*  
28

1 *Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC  
2 No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No.  
3 PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No.  
4 BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC*  
5 (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at \*10 (class size approx. 2,650;  
6 lead counsel) (in approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show  
7 that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current  
8 rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No.  
9 BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-  
10 2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC  
11 No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137)  
12 (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29)  
13 (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size  
14 approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class  
15 size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260;  
16 lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead  
17 counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865)  
18 (class size 435; lead counsel).

19 LILIT TER-ASTVATSATRYAN’S EXPERIENCE AND QUALIFICATIONS

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

25 54. Mr. Ter-Astvatsatryan received her Juris Doctorate from the University of California, Hastings  
26 College of the Law in 2017, where she served as a Symposium Editor for the Hastings Race and Poverty  
27 Law Journal and a Teaching Assistant to the Legal Research & Writing and Legal Analysis programs. In  
28

1 law school, she served as a Judicial Extern to the Honorable Patrick J. Walsh of the United States District  
2 Court, Central District of California.

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

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

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

- 12 (a) Macario Gonzalez v. Metcon TI, Inc., Alameda Superior Court, Case No.  
13 RG19015589 [after class certification motion was filed, the parties attended  
14 mediation and ultimately resolved the matter on a class wide basis];
- 15 (b) Miguel Angel Lopez Cuadras v. R.C. Wendt Painting, Inc., Los Angeles Superior  
16 Court, Case No. BC705964 [after class certification motion was entirely briefed, the  
17 parties attended mediation and ultimately resolved the matter on class wide basis];
- 18 (c) Noe Armendariz v. Kinkisharyo International, LLC, United States District Court,  
19 Central District of California, Case No. 2:19-cv-08757-JAK-KS [motion for class  
20 certification filed, decision pending].

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

- 23 (a) Ana Rose De Jesus, et al. v. Philippine National Bank, et al, Los Angeles Superior  
24 Court, Case No. BC673024;
- 25 (b) Andres De La Riva Sotelo v. Belfor USA Group, Inc., Los Angeles Superior Court,  
26 Case No. BC688895;
- 27 (c) Carlos Vertti v. Bagcraft Papercon III, LLC, et al., Los Angeles Superior Court,  
28

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;

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

(a) Lilit Ter-Astvatsatryan and H. Scott Leviant, Where Troester Stops Not Even Troester Knows, Daily Journal (Los Angeles & San Francisco), July 2, 2019;

(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

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

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

1 of Law.

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

10 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

9           THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

10          67. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one  
11 third of the Gross Settlement Amount, currently estimated to be \$533,333.33. (Settlement, ¶ 3.5.) The  
12 proposed award of attorneys' fees can be justified under either the lodestar method or the  
13 percentage/common-fund recovery method. Class Counsel, however, intend to base the proposed fees award  
14 on the percentage method, as many of the entries in the time records will have to be redacted to preserve  
15 attorney-client and attorney work product privileges.

16          68. Pursuant to a joint prosecution and fee-sharing agreement between the two law firms  
17 representing Plaintiffs, and as consented to in a signed writing by Plaintiffs (the "JPA"), the firms will split  
18 the award for attorneys' fees with 40% to my office and 60% to Lawyers *for* Justice, PC, regardless of the  
19 amount awarded or whether the award is based on a common fund or lodestar analysis. As to costs, the JPA  
20 states that the two firms will be reimbursed in full to the extent possible for their respective costs actually  
21 incurred.

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

26          70. It is further estimated that my office will need to expend at least another 50 to 100 hours to  
27 monitor the administration process leading up to the final approval, prepare for final approval, and oversee  
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1 distribution to the Class following final approval. My office also bears the risk of taking whatever actions  
2 are necessary should Defendant fails to pay.

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

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

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

- 22 (a) Numerous interviews with Former Plaintiff Morton and Plaintiff Henderson and review of  
23 documents provided by them;
  - 24 (b) Legal research and investigation regarding Defendant's business and employment practices at  
25 numerous points in the litigation;
  - 26 (c) Preparation and submission of the PAGA notice letters;
- 27  
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- 1 (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint and  
2 subsequent amended complaints in the Henderson Action and the Operative Complaint;
- 3 (e) Extensive “meet and confer” correspondence and discussions with Defense Counsel and co-  
4 counsel regarding mediation and to obtain relevant documents and information through  
5 informal discovery;
- 6 (f) Research and preparation of Plaintiff Henderson’s mediation brief;
- 7 (g) Analysis of the discovery production and preparation of a damages model with the aid of a  
8 statistics expert;
- 9 (h) Attendance and active participation at a full day of mediation;
- 10 (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- 11 (j) Preparation of the motion for preliminary approval and the accompanying filings;
- 12 (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- 13 (l) Anticipated conferring with Defense Counsel, co-counsel, and the Settlement Administrator  
14 regarding the Class Notice mailing, Class responses, and preliminary and final calculations;
- 15 (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and  
16 accompanying filings;
- 17 (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and then  
18 monitoring of the distribution of funds following final approval; and
- 19 (o) Anticipated responding to Class Member inquiries and communicating with Plaintiff  
20 Henderson regarding the case.

21 74. Through the efforts of my office, the office of Lawyers *for* Justice, PC, and Plaintiffs in this  
22 case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment  
23 by Defendant of *no less than* \$1,600,000.00 to compensate Class Members for the alleged unlawful wage  
24 and hour practices. I am informed and believe that, without the efforts of my office, the office of Lawyers  
25 *for* Justice, PC, or Plaintiffs, the Labor Code and Wage Order violations alleged in the Operative Complaint  
26 would have gone completely unremedied.

1 I declare under penalty of perjury under the laws of the State of California and the United States that  
2 the foregoing is true and correct. Executed on April 2, 2025, at Los Angeles, California.

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Kane Moon  
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