

1 Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
2 Daniel J. Park (SBN 274973)
E-mail: dpark@moonlawgroup.com
3 **MOON LAW GROUP, PC**
1055 W. Seventh St., Suite 1880
4 Los Angeles, California 90017
Telephone: (213) 232-3128
5 Facsimile: (213) 232-3125

6 *Attorneys for Plaintiff Harmony Blossom*

7 [Additional Counsel on Following Page]

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 HARMONY BLOSSOM, individually, and on behalf
11 of all others similarly situated,

12 Plaintiffs,

13 vs.
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15 WALDORF ASTORIA EMPLOYER, LLC;
WALDORF ASTORIA MANAGEMENT, LLC;
16 and DOES 1 through 10, inclusive,

17 Defendants.
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Case No.: 23STCV27316

CLASS AND REPRESENTATIVE ACTION

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

PRELIMINARY APPROVAL HEARING:

Date: October 29, 2026

Time: 10:30 a.m.

Dept.: 1

Judge: Hon. Theresa M. Traber

Complaint Filed: November 6, 2023

Trial Date: None set

1 Brittany E. Harmssen (SBN 307987)
2 HARMSEN LAPOINTE P.C.
3 84 W. Santa Clara St., Ste. 787
4 San Jose, CA 95113
5 Telephone: (408) 422-5414
6 Facsimile: (408) 332-5858
7 bharmssen@harmssenlaw.com

8 Daniel L. Feder (SBN 130867)
9 LAW OFFICES OF DANIEL FEDER
10 235 Montgomery Street, Suite 1019
11 San Francisco, CA 94104
12 Telephone: (415) 391-9476
13 Facsimile: (415) 391-9432
14 daniel@dfederlaw.com

15 *Attorneys for Plaintiffs Angelica Amaro, Michelle*
16 *Baker, Laela Duncan, Ingrid Sardarian, Amy Singh,*
17 *and Sydney Surrell*

1 entity for the non-exempt, hourly-paid employees who worked at the hotel. Defendants employed
2 Plaintiffs and other non-exempt, hourly-paid employees at the Waldorf Astoria Beverly Hills during the
3 Class Period. Plaintiffs contend that they, and their coworkers, were subjected to the same unlawful labor
4 practices, including a failure to pay wages for all hours worked.

5 4. Plaintiffs' claim for unpaid minimum and overtime wages stems from allegations that
6 Defendants failed to compensate Plaintiffs and others for off-the-clock work, that Defendant made
7 unlawful deductions from the Class's wages, and that Defendant took gratuity payments given to
8 Plaintiffs and Class Members without crediting the full amount to Plaintiffs and Class Members.
9 Plaintiffs' meal and rest period claims are based on allegations that, due to the nature of their work, Class
10 Members' breaks were often short, late, interrupted, or missed altogether, and that Defendants did not
11 pay all premium wages for non-compliant breaks. Plaintiffs further bring a claim for unreimbursed
12 necessary business expenses based on allegations that Class Members were required to incur work-
13 related expenses, including for personal cellphone use, uniforms and equipment, and parking, without
14 reimbursement from Defendants. Plaintiffs also allege that Defendants failed to provide paid sick leave.
15 Additionally, Plaintiffs allege that Defendant intentionally misclassified Plaintiff Sardarian and other
16 Class Members as a contractor, and as a result Plaintiff Sardarian and other Class Members did not
17 receive mandatory benefits and entitlements pursuant to state law and fringe benefits offered to W-2
18 employees of Defendants. Plaintiffs also allege that Defendants failed to maintain written commissions
19 records and independent contractor agreements or provide Plaintiffs and other Class Members with
20 copies of such agreements and bimonthly payments of all wages and commissions earned as required
21 by law. Plaintiffs also allege that Defendants retaliated against Plaintiffs for their engagement and
22 participating in protected activities. Plaintiffs also allege that Plaintiffs and Class Members made
23 repeated requests for production of their payroll records, and Defendants failed to timely produce the
24 payroll records. Finally, Plaintiffs bring derivative claims for waiting time penalties, wage statement
25 violations, unfair business practices, unjust enrichment, and civil penalties under PAGA.

26 5. Because of the foregoing alleged violations of various provisions of the Labor Code,
27 Plaintiff Blossom, on November 6, 2023, filed a Class and Representative Action Complaint against
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Defendants in the Los Angeles Superior Court, entitled *Harmony Blossom v. Waldorf Astoria Employer, LLC, et al.*, Case No. 23STCV27316 (the "Blossom Action"), which alleges that Defendants systematically: (1) failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest breaks; (5) failed to indemnify necessary business expenses; (6) failed to timely pay final wages at termination; (7) failed to provide accurate itemized wage statements; and (8) engaged in unfair business practices.

6. On December 15, 2023, Defendants removed the Blossom Action to the United States District Court for the Central District of California, Case No. 2:23-cv-10510-MCS-PVC. On February 21, 2024, the District Court granted Plaintiff's motion to remand, and the Blossom Action was remanded to the Los Angeles Superior Court, where it is currently pending.

7. Pursuant to PAGA, on November 5, 2023, Plaintiff Blossom gave written notice to the California Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code violations, with service on Defendants, and paid the required filing fee. Plaintiffs shall submit an amended PAGA notice to the LWDA, which add new allegations and claims included in the Operative Complaint (defined below) which were not previously disclosed to the LWDA. A true and correct copy of the amended PAGA Notice is attached hereto as **Exhibit 2**. The applicable notice period has since expired, and the LWDA has not indicated its intent to investigate the alleged violations or intervene in this Action.

8. This Settlement also resolves a related action, entitled *Angelica Amaro, et al. v. Waldorf=Astoria Management LLC, et al.*, which was filed on November 27, 2023 in the Los Angeles Superior Court as Case No. 23STCV29009 and thereafter removed to the United States District Court for the Central District of California, Case No. 2:24-cv-00139-MEMF-JC (the "Amaro Action"). The Amaro Action is brought by Plaintiffs Angelica Amaro, Michelle Baker, Laela Duncan, Ingrid Sardarian, Amy Singh, and Sydney Surrell (the "Amaro Plaintiffs"), who are represented by Harmssen LaPointe P.C. and the Law Offices of Daniel Feder. The Amaro Plaintiffs' PAGA claims arise from a PAGA notice originally submitted to the LWDA on March 8, 2023 (the "Bolos PAGA Notice") and amended on August 29, 2023 to substitute Plaintiff Amy Singh (the "Singh PAGA Notice"). As part of the Settlement,

1 the Parties have agreed to consolidate the two Actions for settlement purposes by filing a First Amended
2 Class and Representative Action Complaint in the Blossom Action that adds the Amaro Plaintiffs as
3 additional Class Representatives (the "Operative Complaint").

4 9. Defendants ardently oppose the merits of these cases and deny Plaintiffs' factual
5 allegations. Defendants assert they complied with all their compensation obligations, including
6 compensating Class Members for all off-the-clock work and overtime work, and therefore, Plaintiffs and
7 other Class Members were paid all wages owed. Defendants argue they did not make any unlawful
8 deductions from Class Members' wages or take any gratuities without credit to Class Members.
9 Defendants maintain compliance with all their meal and rest period obligations, and contend that
10 Plaintiffs and other Class Members were provided the opportunity to take all meal and rest periods to
11 which they were entitled or otherwise voluntarily waived breaks. Defendants assert they complied with
12 all their reimbursement obligations and that it properly provided paid sick leave to its employees.
13 Defendants also argued that it properly classified all of its employees and as a result did not fail to provide
14 any fringe benefits to their employees. Defendants also deny that they retaliated against any of their
15 employees. To the extent employees received wage statements that were allegedly inaccurate,
16 Defendants assert employees suffered no actual damage or harm as a result and that any violation was
17 not knowing or intentional. With respect to Plaintiffs' claim for waiting time penalties, Defendants allege
18 their good-faith belief that they paid all wages precludes the imposition of waiting time penalties, since
19 Plaintiffs cannot prove Defendants' alleged failure to pay all final wages at the time of separation was
20 "willful." For these reasons, among others, Defendants deny all of Plaintiffs' claims and allegations,
21 further claim they did not engage in any unfair business practices, and deny liability under PAGA.
22 Defendants also maintain the claims are improper for class treatment, in part due to the individualized
23 and testimony-intensive nature of the wage claims that could bar class certification or significantly reduce
24 Defendants' overall liability, and further contend that many Class Members and PAGA Group Members
25 entered into arbitration agreements containing class action waivers.

26 DISCOVERY AND INVESTIGATION

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1 10. The Parties agreed to mediate these actions with Michael J. Loeb, Esq., an experienced
2 class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an
3 informal exchange of documents and information before mediation. Prior to mediation, Plaintiffs
4 obtained from Defendants, through informal discovery, the time and payroll data necessary and helpful
5 to evaluate the claims asserted in these actions. Defendants produced time and pay data for approximately
6 98.3% of the putative Class.

7 11. In preparation for mediation, Plaintiffs' Counsel reviewed and analyzed all the information
8 Defendants provided. Plaintiffs' Counsel retained a statistics expert, Berger Consulting Group, to analyze
9 the data Defendants produced and to prepare a damage analysis prior to mediation. The data analyzed
10 contained approximately 249,452 shifts worked (representing approximately 99.6% of total shifts worked
11 in the Class Period), which allowed Plaintiffs' expert to prepare an analysis with a high degree of
12 certainty. In conjunction with their extensive factual investigation, Plaintiffs' Counsel also investigated
13 the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiffs'
14 Counsel were able to evaluate the probability of class certification, success on the merits, and Defendants'
15 maximum and realistic monetary exposure for all claims. Thus, Plaintiffs' and their Counsel's familiarity
16 with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in
17 negotiating the Settlement.

18 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

19 12. On July 16, 2024, the Parties participated in a full day of private mediation with Michael
20 J. Loeb, Esq. The negotiations were at arm's length and, although conducted in a professional manner,
21 were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of
22 the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement
23 had not been reached. After a full discussion regarding the strengths and weaknesses of Plaintiffs' claims
24 and Defendants' defenses, and with the assistance of the mediator and further negotiations, the Parties
25 reached a resolution, the material terms of which are set out in the Settlement.

26 13. Plaintiffs' Counsel submitted to the LWDA a notice of the proposed Settlement, together
27 with a copy of the Settlement Agreement, in compliance with Labor Code section 2699, subdivision (i).
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1 A true and correct copy of the confirmation email from the LWDA is attached hereto as Exhibit 3. To
2 date, the LWDA has not indicated any objection to the Settlement.

3 14. The Settlement resolves the Blossom Action and the Amaro Action, as well as the Bolos
4 PAGA Notice and the Singh PAGA Notice, on a global basis. The Parties, Plaintiffs' Counsel, and
5 Defense Counsel are not aware of any other pending matter or action asserting claims that will be
6 extinguished or affected by the Settlement, except that the Settlement expressly excludes, and does not
7 release, the individual claims asserted by Plaintiff Ingrid Sardarian in *Ingrid Sardarian v.*
8 *Waldorf=Astoria Management LLC, et al.*, Los Angeles Superior Court Case No. 24SMCV01858,
9 including her claims for wrongful termination, whistleblower retaliation, and related claims. (Settlement,
10 § 5.03.)

11 KEY TERMS OF SETTLEMENT

12 15. Gross Settlement Amount and Funding: The Gross Settlement Amount ("GSA"), also
13 defined in the Settlement as the Maximum Settlement Amount, is \$877,562.00, subject to potential
14 increase under an Escalator Clause, and is non-reversionary. (Settlement, § 3.06(a).) Defendants will
15 separately pay their employer-side payroll taxes owed on the wage portion of the Individual Settlement
16 Payments. Defendants shall transfer the Maximum Settlement Amount into a Qualified Settlement Fund
17 maintained by the Settlement Administrator no later than thirty (30) days after the Date of Finality. (*Id.*,
18 § 3.06(a).)

19 16. Escalator Clause: Defendants estimate that there are approximately 66,605 total
20 Workweeks worked by Class Members during the Class Period. (Settlement, § 3.04(f).) If the actual
21 number of Workweeks exceeds 66,605 by more than 10% (i.e., exceeds 73,266), then the Maximum
22 Settlement Amount shall increase by \$12.50 for each Workweek in excess of 73,266, or, in the alternative
23 and at Defendants' sole option, the Class Period may be shortened so that the number of Workweeks does
24 not exceed 66,605. (*Id.*)

25 17. Class Representative Incentive Awards: The Settlement includes Incentive Awards of up
26 to \$36,500.00 in total, payable from the GSA and subject to the Court's approval, to be paid as follows:
27 \$9,500.00 to Plaintiff Blossom, \$3,500.00 to Plaintiff Amaro, \$2,500.00 to Plaintiff Baker, \$2,500.00 to
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1 Plaintiff Duncan, \$7,500.00 to Plaintiff Sardarian, \$7,500.00 to Plaintiff Singh, and \$3,500.00 to Plaintiff
2 Surrell, as Class Representatives, in addition to any Individual Settlement Payment and Individual PAGA
3 Payment the Class Representatives are entitled to receive. (Settlement, Art. I & § 3.06(d).) This payment
4 is for initiating and providing services in support of the Actions and in exchange for their general release
5 under the Settlement. In the event the amount approved by the Court is less than requested, the difference
6 will be retained in the Net Settlement Amount for Participating Class Members. (*Id.*)

7 18. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment: The
8 Settlement permits a fee application of not more than one-third of the GSA (currently estimated to be
9 \$292,520.67) for reasonable attorneys' fees, plus reimbursement for actual litigation costs not to exceed
10 \$25,000.00, payable to Class Counsel from the GSA. (Settlement, § 3.06(b).) In the event the amounts
11 finally approved are less, the difference will be retained in the Net Settlement Amount for Participating
12 Class Members. (*Id.*) To date, my firm has incurred \$20,438.03. A true and correct copy of a report
13 showing current costs is attached hereto as Exhibit 4.

14 19. Administration Costs Payment: The Settlement provides a Settlement Administration
15 Costs payment to the Settlement Administrator, payable from the GSA, in an amount estimated not to
16 exceed \$11,500.00. (Settlement, Art. I & § 3.06(c).) In the event the amount of actual administration
17 costs is less, the difference will be added to the Net Settlement Amount. (*Id.*) The Parties jointly selected
18 Phoenix as the neutral entity to administer this Settlement, subject to Court approval. (*Id.*, §§ 3.01, 3.02.)
19 A true and correct copy of Phoenix's administration bid is attached hereto as Exhibit 5.

20 20. PAGA Group Members; PAGA Penalties; Individual PAGA Payments: "PAGA Group
21 Members" are defined as all current and former non-exempt employees of Defendants who worked at
22 the Waldorf Astoria Beverly Hills at any time during the PAGA Period. (Settlement, Art. I.) The "PAGA
23 Period" is March 8, 2022 through October 14, 2024. (*Id.*) The Settlement allocates \$87,756.20 from the
24 GSA for PAGA civil penalties, which will be distributed 75% (\$65,817.15) to the LWDA and 25%
25 (\$21,939.05) to PAGA Group Members. (*Id.*, § 3.06(e).) The Administrator will calculate each Individual
26 PAGA Payment on a pro rata basis by dividing the PAGA Group Members' 25% share of PAGA
27 penalties by the total number of PAGA Pay Periods worked by all PAGA Group Members during the
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PAGA Period and multiplying the result by each Aggrieved Employee's PAGA Pay Periods. (*Id.*, § 3.06(g).)

21. Net Settlement Amount: The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval: the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Settlement Administration Costs, the Incentive Awards, and the PAGA Settlement Amount. (Settlement, Art. I & § 3.06.) The Net Settlement Amount is the remainder, which is to be paid to Class Members as Individual Settlement Payments. Accordingly, assuming the maximum amounts requested are approved, the Net Settlement Amount is estimated to be approximately \$424,285.13.

22. Class Members/Class Period: The Class is defined as all current and former non-exempt employees of Defendants who worked at the Waldorf Astoria Beverly Hills during the Class Period, together with Plaintiff Ingrid Sardarian with respect to the period from February 23, 2019 through October 14, 2024 during which she performed services at the Kevin B Salon located at the Waldorf Astoria Beverly Hills Hotel while classified as an independent contractor. (Settlement, Art. I.c.) For purposes of Settlement, the “Class Period” means November 6, 2019 through October 14, 2024, except with respect to Plaintiffs Angelica Amaro, Michelle Baker, Laela Duncan, Ingrid Sardarian, Amy Singh, and Sydney Surrell, whose individual release period shall be February 23, 2019 through October 14, 2024 to coincide with the initial filing of the Amaro Action. (*Id.* at Artl. 1.g.) It is estimated that there are approximately 730 Class Members.

23. Individual Settlement Payments: Each Individual Settlement Payment is the Participating Class Member's pro rata share of the Net Settlement Amount, calculated by dividing the Net Settlement Amount by the total number of Qualifying Workweeks worked by all Class Members during the Class Period, and multiplying the result by each Participating Class Member's Qualifying Workweeks. (Settlement, § 3.06(f).) No claim form is required for a Class Member to receive an Individual Settlement Payment. The high, low, and average range of payments to Class Members and PAGA Group Members will be calculated by the Administrator following preliminary approval and receipt and processing of the Class List, and will be provided to the Court in a motion for final approval.

1 24. Tax Allocations: For each Participating Class Member's Individual Settlement Payment,
2 15% will be allocated to the settlement of wage claims, subject to tax withholding and reported on an
3 IRS Form W-2, and 85% will be allocated to the settlement of claims for interest, penalties, and
4 reimbursement, reported on an IRS Form 1099. (Settlement, § 3.06(f).) Individual PAGA Payments will
5 be allocated 100% to penalties and reported on an IRS Form 1099. (*Id.*, § 3.06(g).) The Incentive Awards
6 will be reported on an IRS Form 1099. (*Id.*, § 3.06(d).)

7 25. Disbursement and Uncashed Funds: Within ten (10) court days after Defendants fully fund
8 the Qualified Settlement Fund, the Administrator will mail the Individual Settlement Payments,
9 Individual PAGA Payments, the LWDA Payment, the Settlement Administration Costs, the Class
10 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Incentive Awards.
11 (Settlement, § 3.06.) Class Members will not need to submit any claim form as a condition of receiving
12 individual settlement payments. Settlement checks will be void 180 days after mailing. (*Id.*, § 3.06(i).)
13 Funds represented by checks that remain uncashed after the void date will be paid to the Legal Aid
14 Foundation of Los Angeles as the designated cy pres recipient, and funds represented by checks that are
15 returned as undeliverable will, after reasonable efforts including a skip trace, be transmitted to the
16 California Controller's Office Unclaimed Property Division in the name of the Class Member, all in
17 accordance with California Code of Civil Procedure section 384. (*Id.*)

18 26. Released Class Claims by Participating Class Members: All Participating Class Members
19 release the Released Parties from all federal, California state law, and local wage-and-hour claims that
20 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint
21 filed in the Actions, including claims for unpaid minimum and overtime wages, meal and rest break
22 violations, unreimbursed business expenses, late final pay, wage statement violations, and unfair business
23 practices, for the duration of the Class Period. (Settlement, § 5.01.)

24 27. Released PAGA Claims by PAGA Group Members: The State of California and all PAGA
25 Group Members release the Released Parties from all claims for civil penalties under PAGA that were
26 alleged, or reasonably could have been alleged, in the Bolos PAGA Notice, the Singh PAGA Notice, and
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1 the Blossom PAGA Notice, as amended, and in the Blossom Action and the Amaro Action, for the
2 duration of the PAGA Period. (Settlement, § 5.02.)

3 28. Plaintiffs' General Release and Waiver of Rights Under California Civil Code Section
4 1542: In addition to the Released Class Claims, each Class Representative provides a general release of
5 all claims against the Released Parties, subject to the express exclusion of Plaintiff Sardarian's individual
6 claims. (Settlement, § 5.03.) For purposes of Plaintiffs' general release, Plaintiffs expressly waive and
7 relinquish the provisions, rights, and benefits of section 1542 of the California Civil Code, which reads:
8 "A general release does not extend to claims that the creditor or releasing party does not know or suspect
9 to exist in his or her favor at the time of executing the release and that, if known by him or her, would
10 have materially affected his or her settlement with the debtor or released party." (*Id.*, § 5.04.)

11 29. Effective Date of Claims Releases: The released claims will become effective upon entry
12 of the Court's Final Approval Order and Defendants' full funding of the Maximum Settlement Amount.
13 (Settlement, § 5.)

14 30. Released Parties: The Released Parties are Defendants and each of their present, former,
15 and future parent companies, subsidiaries, divisions, related or affiliated companies, predecessors,
16 insurers, hotel ownership entities, shareholders, successors and assigns, and their current and former
17 officers, directors, employees, agents, members, managing entities, joint employers, integrated
18 enterprises, and attorneys. (Settlement, Art. I.)

19 31. Class Notice: No later than thirty (30) days after the Preliminary Approval date, Defendants
20 will provide the Class List to the Settlement Administrator. (Settlement, § 3.03.) Within fifteen (15)
21 business days after receiving the Class List, the Administrator will mail the Court-approved Notice
22 Packet, in English and Spanish, to all Class Members via first-class United States mail, after checking
23 addresses against the National Change of Address database. (*Id.*) Any Notice Packet returned as
24 undeliverable will be skip-traced and re-mailed. (*Id.*) Class Members will have forty-five (45) calendar
25 days from the initial mailing to request exclusion from or object to the Settlement. (*Id.*, Art. I.) The Class
26 Notice sets forth the terms of the Settlement and the estimated dollar amounts of the Individual Settlement
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Payment and Individual PAGA Payment payable to each Participating Class Member and Aggrieved Employee.

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

32. Plaintiffs' Counsel have conducted a thorough investigation into the facts of this case. As previously noted, the Settlement was reached through arm's-length negotiations, private mediation, and the assistance of a statistics expert. Based on Defendants' informal class-wide production, on Plaintiffs' Counsel's independent investigation and evaluation, and on their extensive experience in wage-and-hour litigation, Plaintiffs' Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate. Considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses Defendants may assert both to certification and on the merits, the Settlement is in the best interest of the Class and the LWDA.

33. Based on Plaintiffs' Counsel's review of the time and payroll data provided by Defendants, and on Plaintiffs' expert's analysis of that data, Plaintiffs' Counsel evaluated the estimated maximum exposure that Defendants faced. Based on that review, it is estimated that there are approximately 730 Class Members who collectively worked approximately 66,605 Workweeks during the Class Period; that Class Members' weighted average base rate of pay was approximately \$23.38 and their weighted average regular rate of pay was approximately \$26.78; that approximately 284 former employees fall within the three-year statute of limitations ("SOL") period for waiting time penalties; and that approximately 462 employees fall within the one-year SOL period for wage statement penalties, corresponding to approximately 14,294 PAGA Pay Periods. Accordingly, Plaintiffs' Counsel and Plaintiffs' expert calculated Defendants' estimated maximum potential exposure as follows:

Claim ¹	Assumption / Basis	Maximum Exposure
Unpaid Wages (Off-the-Clock)	10 minutes per shift, 82.8% at overtime rate	\$1,442,642.61
Meal Period Premiums	86,788 violations	\$2,029,103.44
Rest Period Premiums	100% violation rate for shifts of at least 3.5 hours, net of premiums paid	\$6,888,059

¹ Plaintiffs also allege that Defendants did not provide adequate written commissions agreements in violation of Cal. Labor Code § 2751. This claim does not give rise to its own damages or penalties but supports Plaintiffs claims for Waiting Time Penalties and Wage Statement Penalties.

Unreimbursed Business Expenses	\$25 per month	\$416,281.25
Unpaid Sick Leave	40 hours per employee	\$1,186,464.86
Misclassification	183 Class Members; \$25,000 per violation	\$,4575,000.00
Workers' Compensation Benefits	\$100,000 max penalty	\$100,000.00
Retaliation	10 Class Members; \$10,000 per violation	\$100,000.00
Unpaid Fringe Benefits	43.5% base of wages	\$6,773,928.32
Unlawful Deductions	\$20 in deductions per pay period	\$666,060.00
Unlawful Tip Sharing	\$100 for each initial violation / \$200 per subsequent violation	\$13,248,000.00
Waiting Time Penalties (Lab. Code § 203)	284 terminated employees, 30-day maximum	\$1,553,741.28
Wage Statement Penalties (Lab. Code § 226)	462 employees, \$50/\$100 per pay period, \$4,000 employee maximum	\$1,406,300
PAGA Penalties	\$100/\$250/\$50 per pay period by Labor Code section	\$1,429,400.00
Total Maximum Exposure		\$40,973,644.39
Total Realistic Exposure based on 5% probability of prevailing at class certification and on the merits²		\$2,048,682.22

34. The foregoing figures represent Defendants' theoretical maximum exposure and are not a realistic measure of what the Class could expect to recover after trial. The maximum figures assume, among other things, a 100% violation rate for meal and rest periods, full and stacked statutory and civil penalties, and complete success on certification and the merits, none of which is assured. In Plaintiffs' Counsel's professional judgment, substantial discounts to the maximum exposure are warranted to account for the significant risks discussed below, and after applying such discounts, the \$877,562.00 non-reversionary Maximum Settlement Amount represents a substantial recovery for the Class that is well within the range of reasonableness. Based on Plaintiffs' Counsel's valuation of the claims, Plaintiffs' Counsel's assessment of Defendants' production and the sample of the time and pay records of the Class, and Defendants' defenses, Plaintiffs' Counsel belief that Defendants' realistic exposure is closer to 5% of Defendants' theoretical maximum exposure, or \$2,048,682.22 (\$40,973,644.39 x 5%). As a result, the

² It is reasonable to apply discounts to account for risks at certification and trial, in part, 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>.) Further, the likelihood that Defendant could assert viable legal defenses would likely further reduce its overall exposure.

1 Maximum Settlement Amount of \$877,562.00 represents approximately 43% of the realistic exposure
2 figure (\$866,562 / \$2,048,682.22).

3 35. Plaintiffs' unpaid wages claim is based, in part, on allegations that Defendants failed to pay
4 all minimum and overtime wages due to off-the-clock work, and Plaintiffs' Counsel estimated that Class
5 Members performed an average of approximately 10 minutes of off-the-clock work per shift,
6 approximately 82.8% of which would have been compensable at the overtime rate. Defendants contend
7 that all time worked was compensated, that employees were not required to work off-the-clock, that any
8 such time was *de minimis*, and that this claim is highly individualized and not susceptible to class-wide
9 treatment. I acknowledge that off-the-clock claims are difficult to try on a class-wide basis because there
10 is often no timekeeping apparatus that can be used to prove the claim. In light of these defenses and
11 potential difficulties with proof on the merits, a substantial discount to the maximum exposure for this
12 claim is warranted for purposes of settlement.

13 36. Plaintiffs' meal period claim is based on allegations that Defendants did not provide or
14 maintain sufficient meal period practices, such that Class Members were not always permitted or able to
15 take compliant meal periods and were sometimes subjected to late, short, or interrupted meal periods
16 without compensation in lieu thereof. Based on a review of Defendants' records, Plaintiffs' expert
17 calculated approximately 86,788 unique meal break violations, resulting in a maximum exposure of
18 \$2,029,103.44. However, Defendants contend that they maintained lawful written policies and practices
19 regarding meal periods, many compliant meal breaks were taken and that, where a facial violation
20 appears, it resulted from Class Members voluntarily choosing to forego or shorten a meal period, and that
21 this claim is improper for class treatment given the individualized nature of assessing non-compliant meal
22 periods. Certification and proof of this claim would require declarations from Class Members that could
23 reveal each Class Member had a different experience with respect to meal periods. In light of these
24 defenses and potential difficulties with proof on the merits, a substantial discount to the maximum
25 exposure for this claim is warranted for purposes of settlement.

26 37. Plaintiffs' rest break claim is based on allegations that Defendants did not provide or
27 maintain sufficient rest break practices, such that Class Members were required to work without being
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1 authorized or permitted to take compliant rest periods or being paid premium wages in lieu thereof.
2 Because rest periods are not required to be recorded, Plaintiffs' Counsel assumed a 100% violation rate
3 for shifts of at least 3.5 hours in length, resulting in a net maximum exposure of \$6,046,722.64.
4 Defendants contend that they maintained lawful written policies and practices regarding rest periods, rest
5 periods need not be recorded, that Class Members voluntarily chose to forego some rest breaks, and,
6 significant for purposes of class certification, that this claim is individualized in nature. In light of these
7 defenses and potential difficulties with proof on the merits, a substantial discount to the maximum
8 exposure for this claim is warranted for purposes of settlement.

9 38. Plaintiffs' unreimbursed business expenses claim is based on allegations that Defendants
10 did not reimburse Class Members for all expenses incurred in direct consequence of the discharge of their
11 duties, including personal cellphone use, uniforms and equipment, and parking. Because the precise value
12 of all necessary business expenses could not be calculated, Plaintiffs' Counsel estimated an amount of
13 \$25 per month per Class Member, resulting in a maximum exposure of \$415,281.25. Defendants contend
14 they complied with all reimbursement obligations and that the claim would be difficult to certify given
15 its individualized nature. In light of these defenses and potential difficulties with proof on the merits, a
16 substantial discount to the maximum exposure for this claim is warranted for purposes of settlement.

17 39. Plaintiffs' unpaid sick leave claim is based on allegations that Plaintiffs requested paid sick
18 leave to care for themselves and/or their kin and Defendants denied Plaintiffs such request. Plaintiffs
19 also allege that Defendants did not permit Plaintiffs and the Class to accrue any paid sick leave.
20 Based on information from Plaintiffs and a review of Defendants' time and payroll records,
21 Plaintiffs' Counsel assumed that Defendants failed to provide for the accrual of any paid sick leave
22 for the statutory period. Assuming each Class Member should have accrued 40 hours of paid sick leave
23 per year, Plaintiffs' Counsel estimated that Defendant failed to provide for 50,747 hours of paid sick,
24 resulting in a maximum exposure of \$1,186,464.86. Defendants contend that they provided the Class
25 with paid sick leave and that they did not deny Plaintiffs or any Class Members' request for paid sick
26 leave. Additionally, Defendants contend that this claim is improper for class certification and that this
27 claim would require testimony from Class Members regarding their experience requesting paid sick leave
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1 and Defendants’ denial, if any, of such requests. In addition, Plaintiff Sardarian who primarily alleged
2 this claim, signed an arbitration agreement with a class action waiver that would prevent her from
3 proceeding with this claim on a classwide basis. Plaintiff Blossom, who did not allege any such
4 claims, was the only named plaintiff who did not enter into an arbitration agreement with a class
5 waiver, which is a significant reason the case settled on a classwide basis. In light of these defenses
6 and potential difficulties with proof on the merits, a substantial discount to the maximum exposure for
7 this claim is warranted for purposes of settlement.

8 40. Plaintiffs’ claim for misclassification is based on the allegations that Defendants
9 misclassified Plaintiff Sardarian and other Class Members as purported “independent contractors.”
10 Plaintiffs allege that Plaintiff Sardarian and all Class Members should have been classified as employees,
11 as defined by Cal. Labor Code §§ 218, 2750, and 2753, as well as other California statutes and
12 California common law. Cal. Labor Code § 226.8 provides for a maximum \$25,000.00 violation if an
13 employer is engaged in a pattern of misclassification. Assuming Defendants misclassified about 25% of
14 the Class, Defendants’ maximum exposure for this claim is \$4,575,000.00. However, Defendants argue
15 that it properly classified all of its workers under California law, that it did not engage in a pattern of
16 misclassification, and that any misclassification, which they deny, was not intentional. In addition,
17 Plaintiff Sardarian who primarily alleged this claim, signed an arbitration agreement with a class
18 action waiver that would prevent her from proceeding with this claim on a classwide basis. Plaintiff
19 Blossom, who did not allege any such claims, was the only named plaintiff who did not enter into
20 an arbitration agreement with a class waiver, which is a significant reason the case settled on a
21 classwide basis. In light of these defenses and potential difficulties with proof on the merits, a substantial
22 discount to the maximum exposure for this claim is warranted for purposes of settlement.

23 41. Plaintiffs’ also allege that Defendants failed to provide workers’ compensation benefits to
24 Class Members that they willfully misclassified as independent contractors. Plaintiffs allege that they and
25 other Class Members were injured on the job and Defendants did not seek medial attention for them, did
26 not submit claims to their workers’ compensation insurance carrier, and did not pay for the medical
27 expenses or loss of income incurred by Plaintiffs and other Class Members. Based on information from
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1 Plaintiffs, Plaintiffs' Counsel assumed that Defendants are liable for the \$100,000.00 maximum penalty
2 provided pursuant to Cal. Labor Code § 3722(f). However, Defendants allege that it properly provided
3 workers' compensation benefits to all of its employees, that this claim assumes that Defendants failed to
4 properly classify its employees, which Defendants deny, and that this claim is improper for class
5 certification because of the individualized nature of each employees' experience with their injury and
6 request for workers' compensation benefits. In addition, Plaintiffs Amaro, Baker, Duncan, Sardarian,
7 Singh, and Surrell, who primarily alleged this claim, signed arbitration agreements with class
8 action waivers that would prevent them from proceeding with this claim on a classwide basis.
9 Plaintiff Blossom, who did not allege any such claims, was the only named plaintiff who did not
10 enter into an arbitration agreement with a class waiver, which is a significant reason the case settled
11 on a classwide basis. In light of these defenses and potential difficulties with proof on the merits, a
12 substantial discount to the maximum exposure for this claim is warranted for purposes of settlement.

13 42. Plaintiffs' claim for retaliation is based on allegations that Defendants frequently retaliated
14 against Plaintiffs and the Class for their engagement and participation in protected activities, including
15 taking statutorily protected leaves of absence; filing workers' compensation claims; discussing
16 wages and working conditions; filing internal and external complaints of discrimination, harassment,
17 abusive conduct, and wage theft; and attempting to organize and form a collective bargaining unit.
18 Plaintiffs allege Defendants' retaliatory conduct included, but was not limited to, taking adverse
19 action against and wrongfully terminating Plaintiffs and other Class Members, reducing Plaintiffs'
20 and other Class Members' hours and shifts while hiring less experienced on-call replacements to
21 assume these workers' former hours and shifts, sending emails which directed Plaintiffs and the other
22 Class Members to refrain from talking to each other while in the workplace, refusing to accommodate
23 their requests for accommodation upon return from medical leaves of absence, removing them from
24 mandatory meetings, and calling one-on-one meetings with Plaintiffs and other Class Members to
25 intimidate them and dissuade them from pursuing their complaints regarding discrimination,
26 harassment, abusive conduct, and/or wage theft. Based on information from Plaintiffs and for
27 purposes of settlement, Plaintiffs Counsel modestly assumed that Defendants retaliated against at
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1 least 10 Class Members. Cal. Labor Code § 98.6 provides a penalty of up to \$10,000 per employee
2 for each violation, resulting in a maximum exposure of \$100,000.00. However, Defendants deny that
3 they retaliated against any employee and that they supported their employees in their engagement
4 and participation in protected activities. Defendants further argue that this claim is improper for class
5 certification due to the individualized nature of this claim. In addition, Plaintiff Sardarian who
6 primarily alleged this claim, signed an arbitration agreement with a class action waiver that would
7 prevent her from proceeding with this claim on a classwide basis. Plaintiff Blossom, who did not
8 allege any such claims, was the only named plaintiff who did not enter into an arbitration agreement
9 with a class waiver, which is a significant reason the case settled on a classwide basis. In light of
10 these defenses and potential difficulties with proof on the merits, a substantial discount to the maximum
11 exposure for this claim is warranted for purposes of settlement.

12 43. Plaintiffs' claim for unpaid fringe benefits is based on allegations that Defendants failed to
13 pay Plaintiff Sardarian and other Class Members all fringe benefits owed to them as a result of
14 Defendants' misclassification of them as independent contractors. For example, Plaintiffs allege that
15 Defendants failed to pay Plaintiff Sardarian and other Class Members fringe benefits that were provided
16 to Defendants' regular W-2 employees, such as, on information and belief, health insurance
17 premiums, short- and long-term disability benefits, Hilton discounts, and retirement plan
18 contributions. Based on the assumption that the fringe benefits amounted to approximately 43.5% of
19 Class Members' base wages and that Defendants misclassified approximately 25% of the Class,
20 Defendants' maximum exposure is estimated to be \$6,773,928.32. However, Defendants argue that
21 it properly classified all of their employees, that they properly paid all fringe benefits to their
22 employees, and that this claim is improper for class certification. In addition, Plaintiffs Amaro,
23 Baker, Duncan, Sardarian, Singh, and Surrell, who primarily alleged this claim, signed arbitration
24 agreements with class action waivers that would prevent them from proceeding with this claim on
25 a classwide basis. Plaintiff Blossom, who did not allege any such claims, was the only named
26 plaintiff who did not enter into an arbitration agreement with a class waiver, which is a significant
27 reason the case settled on a classwide basis. In light of these defenses and potential difficulties with
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1 proof on the merits, a substantial discount to the maximum exposure for this claim is warranted for
2 purposes of settlement.

3 44. Plaintiffs claim that Defendants authorized illegal deductions from their pay is based
4 on allegations that Defendants deducted discounts, promo-ed, and comped services to Hotel clients
5 and undisclosed fees on tips from Plaintiffs' and other Class Members pay. Plaintiffs allege that
6 Plaintiffs and Class Members never agreed in writing to such deductions and such deductions are not
7 items that an employee may authorize be deducted from their earned wages. Based on information
8 from Plaintiffs, Plaintiffs' Counsel assumed that the deductions amounted to approximately \$20 per
9 pay period per Class Member, resulting in a maximum exposure of \$666,060.00. However,
10 Defendants deny Plaintiffs' allegations and argue that they properly paid all of their employees and
11 that no unlawful deductions were made from any of their employees' pay. In addition, Plaintiffs
12 Amaro, Baker, Duncan, Sardarian, Singh, and Surrell, who primarily alleged this claim, signed
13 arbitration agreements with class action waivers that would prevent them from proceeding with
14 this claim on a classwide basis. Plaintiff Blossom, who did not allege any such claims, was the
15 only named plaintiff who did not enter into an arbitration agreement with a class waiver, which is
16 a significant reason the case settled on a classwide basis. In light of these defenses and potential
17 difficulties with proof on the merits, a substantial discount to the maximum exposure for this claim is
18 warranted for purposes of settlement.

19 45. Plaintiffs' claim for unlawful tip sharing is based on allegations that Defendants collected,
20 took, or received gratuity payments given to Plaintiffs and Class Members without crediting the full
21 amount to the Plaintiffs and Class Members. Further, Plaintiffs allege that Defendants failed to make
22 gratuity payments made by patrons using credit cards payable to Plaintiffs and Class Members by
23 the next regular payday following the date the patron authorized the credit card payments. Pursuant
24 to the civil penalties provided for in Cal. Labor Code § 2699(f) and (g), the State of California,
25 Plaintiff and other PAGA Group Members are entitled to recover civil penalties of \$100.00 for each
26 Class Member per pay period for the initial violation and two hundred dollars \$200.00 for each Class
27 Member per pay period for each subsequent violation. As a result, Defendants' maximum exposure
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1 is estimated to be \$13,248,000.00. However, Defendants deny that they engaged in any unlawful tip
2 sharing and that they properly paid Plaintiffs and Class Members all gratuity payments that patrons
3 made to Plaintiffs and Class Members. Further, Defendants deny that this claim is proper for class
4 certification based on the individualized nature of this claim with respect to each Class Members'
5 experience with receiving tips from patrons. In addition, Plaintiffs Amaro, Baker, Duncan,
6 Sardarian, Singh, and Surrell, who primarily alleged this claim, signed arbitration agreements with
7 class action waivers that would prevent them from proceeding with this claim on a classwide basis.
8 Plaintiff Blossom, who did not allege any such claims, was the only named plaintiff who did not
9 enter into an arbitration agreement with a class waiver, which is a significant reason the case settled
10 on a classwide basis. In light of these defenses and potential difficulties with proof on the merits, a
11 substantial discount to the maximum exposure for this claim is warranted for purposes of settlement.

12 46. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs
13 estimate Defendants' maximum potential exposure to be \$1,553,741.28 for waiting time penalties for
14 approximately 284 terminated Class Members within the three-year SOL, \$1,406,300 for inaccurate
15 wage statement penalties for approximately 462 Class Members within the one-year SOL, and
16 \$1,429,400 for PAGA penalties based on a \$100 penalty for each pay period. However, I believe it would
17 be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of
18 awarding penalties and given Defendants' defenses, including that any failure to pay all final wages at
19 the time of separation was not willful or intentional and that, to the extent Plaintiffs received wage
20 statements that were allegedly inaccurate, Plaintiffs suffered no actual resulting damage or harm.
21 Moreover, the individualized and testimony-intensive nature of the wage claims could bar class
22 certification or otherwise significantly reduce Defendants' overall liability for statutory and civil
23 penalties, and awarding such a disproportionate amount in penalties relative to the underlying wage
24 claims would also raise Due Process concerns. Weighing these factors, a substantial discount to each
25 penalty is warranted for purposes of settlement.

26 47. In addition to the merits-based risks, the Settlement resolves a significant threshold risk
27 that many Class Members and PAGA Group Members are bound by arbitration agreements containing
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1 class action waivers. If enforced, those agreements could substantially reduce the size of the Class and
2 the aggregate recovery available through class litigation. The Settlement obtains a global, guaranteed,
3 and non-reversionary recovery notwithstanding that risk.

4 48. With regard to the PAGA claims, the Settlement is a fair and reasonable resolution that
5 satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing
6 PAGA Group Members with genuine and meaningful relief, on the other. (Lab. Code §§ 2698, *et seq.*)
7 As a result of this litigation, Defendants have had to hire legal counsel, engage in class-wide discovery,
8 and participate in mediation. Defendants will also have to pay civil penalties to the LWDA under the
9 Settlement, assuming final settlement approval is granted. Not including their own attorneys' fees and
10 costs or the employer's share of payroll taxes, Defendants will pay \$877,562.00 to resolve these matters,
11 of which \$87,756.20 is allocated toward the PAGA claims and will be distributed 75% (\$65,817.15) to
12 the LWDA and 25% (\$21,939.05) to PAGA Group Members. The release obtained under the Settlement
13 does not preclude PAGA Group Members from pursuing any individual claims they may have against
14 Defendants or the other Released Parties. Because the issues here are fairly contested, there is a possibility
15 of the Court not awarding the full PAGA penalties even if Plaintiffs prevailed on the merits, given the
16 largely discretionary nature of awarding PAGA penalties and the Court's authority to reduce penalties
17 where an award would otherwise be unjust, arbitrary and oppressive, or confiscatory.

18 49. Here, the Settlement represents a substantial recovery when considered against the risks
19 and uncertainties involved in continued litigation, the burdens of proof necessary to certify the claims
20 and establish liability, and the probability of appeal. While Plaintiffs are confident in the merits of their
21 claims, a legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving
22 the amount owed to each Class Member would be an expensive, time-consuming, and uncertain
23 proposition.

24 50. The Settlement obviates the significant risk that this Court may deny certification of all or
25 some of Plaintiffs' claims. Plaintiffs' Counsel took into account the risk of not prevailing at trial due to
26 the individualized and testimony-intensive nature of the claims, which could bar manageability of the
27 representative claims or otherwise significantly reduce any recovery. Even if Plaintiffs were able to
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1 pursue their claims on a class-wide basis and obtain certification, continued litigation would be
2 expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery
3 by the Class. Although the Parties have engaged in a significant amount of investigation, informal
4 discovery, and class-wide data analysis, they have not completed extensive formal discovery. As a result,
5 the Parties would incur considerably more attorneys' fees and costs through trial. In sum, this Settlement
6 avoids the risks, burdens, and accompanying expense of further litigation.

7 51. The proposed \$877,562.00 Settlement represents a substantial recovery when compared to
8 the reasonably forecasted recovery for the Class. When considering the risks of litigation, the
9 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and
10 the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and
11 that preliminary settlement approval is appropriate.

12 THE INCENTIVE AWARDS TO PLAINTIFFS ARE REASONABLE

13 46. Throughout this litigation, Plaintiffs, who are current and former employees of Defendants,
14 cooperated immensely with my office and co-counsel and took many actions to protect the interests of
15 the Class. Plaintiffs provided valuable information regarding their hours worked and the duties performed
16 during those hours. Plaintiffs also provided information regarding meal and rest periods taken and missed
17 by Plaintiffs and other Class Members. Plaintiffs participated in decisions concerning these actions,
18 assisted in preparation for the mediation, and provided our offices with the names and contact information
19 of potential witnesses. Before we filed these cases, Plaintiffs worked with our offices to determine the
20 viability of their claims and provided information and documents relating to their employment by
21 Defendants. The information and documentation provided by Plaintiffs was instrumental in establishing
22 the wage-and-hour violations alleged in these actions, and the recovery provided for in the Settlement
23 would have been impossible to obtain without their participation.

24 47. At the same time, Plaintiffs faced many risks in adding themselves as the named Plaintiffs
25 in this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on the
26 public record in an employment lawsuit could affect their likelihood of future employment. For example,
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1 a search of Plaintiffs' names will reveal this action, and as a result, many employers may forego hiring
2 Plaintiffs upon learning they sued a former employer.

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

8 49. This class action would not have been possible without the aid of Plaintiffs, who put their
9 own time and effort into this litigation and placed themselves at risk for the sake of the Class. The
10 requested Incentive Awards to Plaintiffs for their service as the Class Representatives are relatively small
11 amounts of money considering the time and effort put into the litigation and compared to enhancement
12 payments granted in other class actions. The requested Incentive Awards are therefore reasonable to
13 compensate Plaintiffs for their active participation in this lawsuit, in addition to their general release of
14 claims, both known and unknown, and waiver of section 1542 rights. With respect to the varying
15 amounts of the Incentive Awards, the Incentive Awards amounts reflect the varying lengths of
16 alleged employment with Defendant during the Class Period. In addition, Plaintiff Blossom
17 currently remains employed by Defendant, thus subjecting herself to additional risks of retaliation
18 while remaining employed by Defendant, and was the only named representative to have not
19 entered into an arbitration agreement waiving the right to pursue class claims. This fact was a
20 significant reason the case was able to settle on a classwide basis.

21 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

8 53. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage-and-
9 hour litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in
10 the highly specialized area of employment and labor law and my Laffey Matrix rate. The Laffey Matrix
11 is a "well-established objective source for rates that vary by experience" used by the District of Columbia.
12 (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp. 2d 912, 921.) A true and correct copy of
13 the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
14 upwards based on "locality pay differentials" and the location of counsel's office in California to
15 determine whether counsel's rates are reasonable. Based on my firm's location in Los Angeles, California,
16 the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay
17 differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of
18 approximately 2.53%. True and correct copies of the Los Angeles-Long Beach, CA and Washington-
19 Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on
20 my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is
21 \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). Accordingly, my current billing rate
22 of \$950.00 per hour is reasonable.

23 54. I am experienced in prosecuting and defending employment matters, particularly class
24 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on
25 wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for
26 other wage-and-hour class action lawsuits pending in various California counties, including in state and
27 federal courts. The following is a list of some of our recent class action settlements that have received
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preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC644129) (class size approx. 2,100; co-counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (class size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

DANIEL J. PARK'S EXPERIENCE AND QUALIFICATIONS

55. Daniel J. Park is a Senior Associate at Moon Law Group, PC. He received his undergraduate degree from New York University Stern School of Business and earned a Juris Doctorate from Boston College Law School. He was admitted to practice in California in 2010. He is admitted to practice in the Courts of the State of California. The focus of his practice is class action wage and hour law. Mr. Park's billing rate is \$850 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Park's 16 years of experience, his Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). Accordingly, his current billing rate of \$850.00 per hour is reasonable.

56. Mr. Park has worked on multiple class action cases that have been granted final approval, including *McKinnon, et al. v. Renovate America, Inc., et al.*, San Diego Case No. 37-2015-00038150-CU-OE-CTL, *Hollinger, et al. v. Safety Management Systems, LLC, et al.*, Kern County Superior Court Case No. S-1500-CV-284499, *Novak v. Midlands Management Corporation et al.*, Los Angeles County Superior Court Case No. BC567052, *Van Goey v. Pro's Choice Beauty Care, Inc.*, Los Angeles County Superior Court Case No. BC545400, *Zaydenberg v. Crocs Retail, Inc.*, Los Angeles County Superior Court Case No. BC554213, *Aceves et al. v. Cambro Manufacturing Company*, Orange County Superior Court Case No. 30-2015-00810013-CU-OE-CXC, *Hynick v. AmeriFirst Financial, Inc.*, Los Angeles County Superior Court Case No. BC573246, *Murillo v. W. A. Thompson, Inc.*, Kern County Superior Court Case No. BCV-16-1019974, *Windham v. T.F. Louderback, Inc. dba Bay Area Beverage Company*, Contra Costa Superior County Case No. MSC16-00861, *Hernandez v. NuCO2 Management, LLC*, Kern County Superior Court Case No. BCV-17-102571, *Rafferty v. Academy Mortgage Corporation*, Sacramento County Superior Court Case No. 34-2016-00191285-CU-OE-GDS, *Torrez v. Freedom Mortgage Company*, San Bernardino County Superior Court Case No. CIVDS 1709351, *Madrigal v. Couch Distributing Company*, Santa Cruz County Superior Court Case No. 15-CV-00439, *Hayes v. Advanced Drainage Systems, Inc.*, Kern County Superior Court Case No. BCV-17-101019-SDS, *McCollumn v. Delta Tech Service, Inc.*, Solano County Superior Court Case No. FCS049504, *Carr et al. v. American Security Products Company*, San Bernardino County Superior Court Case No. CIVDS1606769, *Carr v. So-Cal Structural Steel Fabrication, Inc.* San Bernardino County Superior Court Case No. CIVDS1605828, *John et al. v. Rival Well Services Incorporated* Kern County Superior Court Case No. BCV-15-100504, *Marking et al. v. Randy's Trucking, Inc.* Kern County Superior Court Case No. BCV-15-100180, *Navarro v. Trans-West Intermodal, Inc.* San Bernardino County Superior Court Case No. CIVDS1700850, *Ramirez v. Mashburn Transportation Services, Inc.*, Kern County Superior Court Case No. BCV-15-100591, *Vega et al. v. Advance Beverage Co, Inc.*, Kern County Superior Court Case No. BCV-16-100848, *Turner v. Alliance Residential, LLC*, Sacramento County Superior Court Case No. 34-2016-00199504-CU-OE-GDS, *Arman v. Circor Aerospace, Inc.*, Riverside County

1 Superior Court Case No. RIC1613578, *Bigby et al v. Eugene Burger Management Corporation*
2 Sacramento County Superior Court Case No. 34-2015-00182515-CU-OE-GDS, *Garcia et al. v.*
3 *Glide Rite* Los Angeles County Superior Court Case No. BC665485, *Lee v. Westside Habitats, LLC*,
4 Los Angeles County Superior Court Case No. BC702296, *Morel et al. v. Aseptic Solutions USA*
5 *Ventures, LLC*, Riverside County Superior Court Case No. RIC1711383, and *Orosco v. Visionary*
6 *Home Builders of California*, Sacramento County Superior Court Case No. 34-2017-00210368-CU-
7 OE-GDS. He was also certified as class counsel in *Hoffman v. Blattner Energy Inc.*, Central District
8 of California Case No. EDCV 14-02195-DMG (DTBx), a case that was certified as a class action
9 after a contested certification motion. Recently, Mr. Park was also certified as class counsel in the
10 coordinated class action matter *In re: Arriaga and Associates Wage and Hour Cases* (Coordinated
11 Case No. JCCP4980), a contested action that went to a jury trial resulting in a tentative judgment
12 against the defendants of over \$15 million.

13 57. Prior to joining Moon Law Group, P.C., Mr. Park worked on both the plaintiff and
14 defense side of employment litigation, at Justice Law Corporation and Bradley Gmelich &
15 Wellerstein LLP, respectively. At Justice Law Corporation, Mr. Park exclusively focused on the
16 prosecution of consumer and employment class actions, involving wage-and-hour claims and unfair
17 business practices. Mr. Park successfully handled more than one hundred California class and
18 representative wage and hour actions. He worked on multiple consumer-side class action cases that
19 have been granted final approval. At Bradley Gmelich & Wellerstein LLP, Mr. Park represented
20 dozens of defendants in class action wage and hour cases and PAGA representative actions.

21 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

22 57. As demonstrated by the foregoing, my office is qualified to handle this litigation because
23 we are experienced in litigating Labor Code and Wage Order violations in individual, class, and
24 representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in
25 numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion for
26 settlement approval. Including myself, Moon Law Group, PC is comprised of approximately 35
27 attorneys, all of whom are actively and continuously practicing employment litigation, representing
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1 almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior
2 Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal
3 courts. The attorneys at my firm have a high level of skill and knowledge in wage-and-hour class actions,
4 PAGA representative actions, and labor and employment law generally, the substantive (state and
5 federal) and procedural law of which is frequently evolving.

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

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

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

21 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

22 61. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to
23 one-third of the Gross Settlement Amount (currently estimated to be \$292,520.67), plus reimbursement
24 for actual litigation costs not to exceed \$25,000.00. (Settlement, § 3.06(b).) The proposed award of
25 attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery
26 method. However, we base the proposed fees award on the percentage method, as many of the entries in
27 the time records would have to be redacted to preserve attorney-client and attorney work product
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1 privileges. Pursuant to a joint prosecution and fee-sharing agreement among Class Counsel, and as
2 consented to by Plaintiffs, the fee award will be allocated among the firms serving as Class Counsel.

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

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

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

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

1 66. As of the drafting of this motion, my office has incurred \$20,438.03 in expenses litigating
2 this action, and we anticipate accruing additional costs up to final approval. (Ex. 4.) These expenses were
3 reasonably necessary to the litigation and were actually incurred by my office. Moreover, because total
4 litigation costs are below the maximum amount allowed under the Settlement, any difference will be
5 retained in the Net Settlement Amount for Participating Class Members. Therefore, our costs should be
6 reimbursed in full.

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

- 10 a. Numerous interviews with Plaintiffs and review of documents provided by them;
- 11 b. Legal research and investigation regarding Defendants' business and employment
12 practices at numerous points in the litigation;
- 13 c. Preparation and submission of Plaintiffs' PAGA notices;
- 14 d. Preparation, finalization, and filing of the original class action complaint, briefing of
15 Plaintiff's successful motion to remand, and preparation of the Operative Complaint;
- 16 e. Extensive "meet and confer" correspondence and discussions with Defense Counsel and
17 co-counsel regarding mediation and to obtain relevant documents and information
18 through informal discovery;
- 19 f. Research and preparation of Plaintiffs' mediation brief;
- 20 g. Analysis of the data production and preparation of a damages model with the aid of a
21 statistics expert;
- 22 h. Attendance and active participation at a full day of mediation;
- 23 i. Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- 24 j. Preparation of the motion for preliminary approval and the accompanying filings;
- 25 k. Anticipated preparation for and attendance at the preliminary approval hearing;
- 26 l. Anticipated conferring with Defense Counsel and the Administrator regarding the Class
27 Notice mailing, Class responses, and preliminary and final calculations;
- 28

- m. Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;
- n. Anticipated preparation for and attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and
- o. Anticipated responding to Class Member inquiries and communicating with Plaintiffs regarding the case.

68. Through the efforts of my office, co-counsel, and Plaintiffs in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendants of \$877,562.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe that, without the efforts of my office, co-counsel, or Plaintiffs, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

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

Kane Moon