Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
H. Scott Leviant (SBN 200834)
E-mail: hsleviant@moonlawgroup.com
Jaeyoung Lee (SBN 344198)
E-mail: jlee@moonlawgroup.com
MOON LAW GROUP, PC
725 South Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Alicia Esquivel

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ALICIA ESQUIVEL, individually, and on behalf of all others similarly situated, Plaintiff, vs. CONRAD EMPLOYER, LLC, a limited liability company; and DOES 1 through 10, inclusive, Defendants.	Case No.: 23STCV27657 REPRESENTATIVE ACTION **DECLARATION OF KANE MOON IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT** [Filed with (1) Plaintiff's Notice of Motion and Motion for Approval of PAGA Settlement, (2) the Declaration of Plaintiff, (3) the Declaration of Jodey Lawrence, (4) [Proposed] PAGA Approval Order, and (5) [Proposed] Judgment] PAGA APPROVAL HEARING: Date: July 24, 2026 Time: 10:30 a.m. Dept.: 1 Judge: Honorable Theresa M. Traber Action filed: November 9, 2023 FAC filed: March 4, 2024 Trial date: Not set

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all the Courts of the State of California and am one of the attorneys of record for Plaintiff Alicia Esquivel ("Plaintiff"). I have personal knowledge of the facts set forth in this declaration and if called as a witness, I could and would testify competently to them under oath.

2. This declaration is submitted in support of Plaintiff's Motion for Approval of PAGA Settlement. Plaintiff seeks approval of a PAGA Settlement Agreement (the "Settlement") entered into with Defendant Conrad Employer, LLC ("Defendant") (collectively, Plaintiff and Defendant are the "Parties"). A true and correct copy of the fully executed Settlement is attached hereto as **Exhibit 1**. Exhibit A to the Settlement contains the Parties' proposed *Notice of PAGA Settlement* to be mailed to PAGA Employees with Individual PAGA Payments following settlement approval and Defendant's full settlement funding.

3. The proposed Settlement seeks to resolve all alleged claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff brought this PAGA action on behalf of herself and all current and former non-exempt, hourly-paid employees who were employed by and worked for Defendant in California at any time during the PAGA Period ("PAGA Employees"). For purposes of settlement, the "PAGA Period" is from November 9, 2022, through February 1, 2026. (Settlement, ¶ 1.24.)

CASE BACKGROUND AND PROCEDURAL HISTORY

4. Defendant operates the Conrad Hotel Los Angeles, located at 100 South Grand Avenue, Los Angeles, California. Plaintiff worked for Defendant from approximately September 2022 to December 2022. Throughout her employment, Plaintiff was classified as non-exempt and paid on an hourly basis. Plaintiff contends she and her former coworkers were subjected to the same or similar unlawful labor practices during their employment by Defendant, including failure to pay all wages.

5. Plaintiff's claims for unpaid wages stem from allegations of Defendant's failure to pay employees all minimum and overtime wages owed, including due to Defendant's failure to compensate

employees for off-the-clock time spent passing through a security checkpoint prior to clocking in for their shifts, and Defendant's failure to incorporate all remunerations into the regular rate of pay when calculating overtime, sick pay, and meal break premium rates. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work and Defendant's employment practices, employees regularly experienced missed, untimely, or interrupted breaks, and that Defendant failed to provide any premiums for non-compliant meal or rest periods. Plaintiff also alleges that Defendant failed to reimburse employees for all reasonable and necessary business expenses incurred, including expenses incurred for the use of their personal cellphone and for the purchase of cleaning materials and tools used for work purposes. Plaintiff further alleges she and other employees did not receive all wages owed at the time of termination nor accurate itemized wage statements due to Defendant's failure to pay all wages and premiums. Accordingly, Plaintiff alleges Defendant is liable for civil penalties under PAGA.

6. Because of the foregoing alleged violations of the Labor Code, Plaintiff filed a Complaint on November 9, 2023, alleging Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest breaks, (5) failed to indemnify necessary business expenses, (6) failed to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business practices.

7. Pursuant to PAGA, on November 5, 2023, Plaintiff submitted notice of the alleged Labor Code violations to the California Labor and Workforce Development Agency (the "LWDA"), with certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff's PAGA Notice is attached hereto as **Exhibit 2**. The administrative exhaustion period under PAGA expired without the LWDA indicating any intent to investigate the allegations. On March 4, 2024, Plaintiff filed a First Amended Complaint ("FAC") to allege a ninth cause of action for civil penalties under PAGA. Accordingly, Plaintiff is duly authorized to act as a private attorney general with respect to the PAGA claims involved in this action.

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

9. On April 5, 2025, Plaintiff dismissed Plaintiff's class and individual claims from the FAC. The FAC, as amended on April 5, 2024, is the operative complaint in the Action (the "Operative Complaint").

10. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Defendant denies any failure to comply with the applicable laws and denies any and all liability for the causes of action alleged. Defendant maintains that all employees were properly paid for all hours worked and that it did not require or permit employees to work off-the-clock. As for the regular rate claim, Defendant argues there was no issue with paying employees the proper regular rate of pay. Defendant maintains that all employees were provided with the opportunity to take all their code-compliant meal and rest breaks and that missed breaks, if any, were solely the result of employees' voluntary choice. As for the unreimbursed business expenses, Defendant maintains it did not require employees to incur any business-related expenses and/or properly reimbursed such expenses. To the extent employees received wage statements that were allegedly inaccurate, Defendant argues penalties are not warranted because the underlying claims lack merit and/or employees suffered no actual damage or harm. Additionally, Defendant alleges its good-faith belief that it paid all wages precludes the imposition of waiting time penalties because Plaintiff would be unable to show Defendant's alleged conduct was done willfully or knowingly and the underlying claims lack merit. For these reasons, Defendant claims it did not engage in any unfair business practices and denies liability under PAGA.

DISCOVERY AND INVESTIGATION

11. Prior to mediation, the Parties engaged in informal discovery exchange. Defendant produced information and documents that enabled Plaintiff's Counsel to meaningfully investigate Plaintiff's allegations and assess the value of the PAGA claims. Specifically, Defendant produced Plaintiff's personnel file and time and payroll records, documents regarding Defendant's written policies and practices in effect during the relevant period, and time and corresponding payroll records for the

PAGA Employees. The produced data covered 578 of the estimated 597 PAGA Employees (approximately 96.8% of all PAGA Employees) and included 160,276 shifts worked.

12. Prior to mediation, Plaintiff's Counsel reviewed and analyzed all of the information that Defendant produced, including the time/pay records and Defendant's written policies, in conjunction with information provided by Plaintiff. Plaintiff's Counsel retained an expert, the Berger Consulting Group, to analyze the time/pay records and prepare a damages analysis prior to mediation. The data sample covered approximately 96.8% of all PAGA Employees, which allowed the expert to prepare an analysis with a high degree of certainty. Further, Plaintiff's Counsel investigated the applicable law regarding the claims and defenses asserted in this action. Accordingly, Plaintiff's Counsel were able to evaluate the probability of success on the merits and Defendant's monetary exposure. In sum, Plaintiff and her Counsel's familiarity with the facts of the case and the legal issues involved allowed them to act intelligently in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

13. On September 15, 2025, the Parties participated in a full day of private mediation facilitated by Michael Dickstein, Esq., an experienced class and PAGA action mediator. The Parties did not reach a settlement at the September 15, 2025 mediation. The Parties agreed to a further half-day mediation with Mr. Dickstein on November 3, 2025. The negotiations were at arm's length and although conducted in a professional manner, were adversarial. Both sides went into mediation willing to explore the potential for a settlement of the dispute, but they were also prepared to litigate their position through trial and appeal if a settlement had not been reached. The Parties were unable to reach a settlement at the November 3, 2025 mediation, but the Parties agreed to the mediator's proposal on November 21, 2025, which led to the Settlement at issue. Following full discussion of the strengths and weaknesses of the claims and defenses, the Parties ultimately reached a resolution, the material terms of which are encompassed within the Settlement.

14. In reaching a resolution, the Parties recognized that the issues presented in this action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the

potential benefits of litigation. Plaintiff and her Counsel also considered the risk and uncertainty of the outcome inherent in any litigation when determining whether this Settlement was the correct option. In sum, Plaintiff and her Counsel believe the proposed Settlement is in the best interests of PAGA Employees and the LWDA.

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

KEY TERMS OF SETTLEMENT

16. Gross Settlement Amount, Funding, Disbursement, and Uncashed Checks. The Gross Settlement Amount ("GSA") is $420,000.00 and is non-reversionary. (Settlement, ¶ 3.1.) Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date. (*Id.* at ¶ 4.1.) Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Enhancement Award, the Administration Expenses Payment, the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment. (*Id.* at ¶ 4.2.) For any PAGA Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date (180 calendar days after the date of mailing), the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Employee who did not cash the check. (*Id.* at ¶¶ 4.2.1, 4.2.3.)

17. Escalator Clause. The GSA was negotiated based on Defendant's estimate that there are 24,500 aggregate PAGA Pay Periods worked by approximately 597 PAGA Employees during the PAGA Period. (*Id.* at ¶ 8.) The Settlement includes an Escalator Clause whereby, should the actual number of PAGA Pay Periods exceed 24,500 by more than ten percent (10%) (i.e., if the actual number of PAGA Pay Periods exceeds 26,950), Defendant shall have the option to either (i) proportionally increase the GSA by the percentage increase for each additional PAGA Pay Period above the escalator, or (ii) shorten the end date of the PAGA Period so that the total number of PAGA Pay Periods does not exceed 26,950.

(*Id.* at ¶¶ 8.1, 8.2.) Defendant shall confirm the actual pay period count and make any election within fourteen (14) calendar days after the Effective Date. (*Id.* at ¶ 8.3.)

18. Enhancement Award. The Settlement includes an Enhancement Award to Plaintiff in an amount up to $5,000.00, payable from the GSA and in addition to the Individual PAGA Payment that Plaintiff is entitled to receive as a PAGA Employee. (*Id.* at ¶ 3.2.2.) This Enhancement Award is in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action. (*Id.*) In the event the amount approved by the Court is less, the difference will be allocated to the Net Settlement Amount. (*Id.*)

19. Attorneys' Fees and Costs. The Settlement includes a PAGA Counsel Fees Payment in an amount not to exceed 33 1/3% of the GSA, which is currently estimated to be $140,000.00, plus a PAGA Counsel Litigation Expenses Payment not to exceed $43,000.00, payable to Plaintiff's Counsel from the GSA. (*Id.* at ¶ 3.2.1.) In the event actual costs are less and/or the amount of fees and costs approved by the Court are less than the amounts requested, the difference will be allocated to the Net Settlement Amount. Plaintiff's Counsel has incurred litigation costs of $40,492.21 in connection with this action. A true and correct copy of a report showing these costs is attached hereto as **Exhibit 4**.

20. Administration Costs. The Settlement provides an Administration Expenses Payment to the Administrator, payable from the GSA, in an amount not to exceed $20,000.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.3.) In the event the amount of actual administration costs is less and/or the amount approved by the Court is less than requested, the difference will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action Administration Solutions ("Phoenix") as the neutral entity to administer the Settlement. (*Id.* at ¶ 1.2.) A true and correct copy of Phoenix's bid for $6,000.00 is attached hereto as **Exhibit 5**.

21. Net Settlement Amount. After deducting the Enhancement Award, PAGA Counsel Fees and Litigation Expenses Payments, and Administration Expenses Payment from the GSA, in the amounts specifically approved by the Court, any difference in the amounts requested and the amounts awarded will be allocated to the Net Settlement Amount as PAGA Penalties. (*Id.* at ¶ 1.14.) Accordingly, the Net

Settlement Amount is estimated to be **$228,508.79**,[1] which will be distributed 75% (i.e., no less than 75% x $228,508.79 = **$171,381.59**) to the LWDA and 25% (i.e., no less than 25% x $228,508.79 = **$57,127.20**) to PAGA Employees pursuant to PAGA law governing Plaintiff's claims.[2]

22. Individual PAGA Payments. Each PAGA Employee will be entitled to his or her pro rata share of the 25% of PAGA Penalties, calculated according to the number of PAGA Pay Periods the PAGA Employee worked during the PAGA Period, without the need to submit any claim form as a condition for payment. (*Id.* at ¶¶ 3.2.4, 3.2.4.1.) Based on the estimated figures, this results in an average Individual PAGA Payment of roughly **$95.69** for each of the estimated 597 PAGA Employees ($57,127.20 / 597), and a PAGA Pay Period value of approximately **$2.33** for each of the 24,500 estimated PAGA Pay Periods ($57,127.20 / 24,500). Individual PAGA Payments will be allocated to 100% penalties for tax purposes. (*See id.* at ¶ 3.2.4.2.)

23. Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, on behalf of Plaintiff and the State of California, releases all claims arising under PAGA that were described in Plaintiff's PAGA Notice, to the extent alleged in the Operative Complaint, including but not limited to claims for civil penalties under California Labor Code §§ 201, 202, 203, 204 et seq., 221, 225.5, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1195, 1197, 1198, and 2802, and the applicable Industrial Welfare Commission Wage Order(s). (*Id.* at ¶ 5.1.) Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, the PAGA Employees and in exchange for the consideration set forth in the

[1] The estimated Net Settlement Amount was calculated by deducting the following amounts from the GSA ($420,000.00): $5,000.00 for the Plaintiff Enhancement Award, $40,491.21 for the PAGA Counsel Litigation Expenses Payment, $140,000.00 for the PAGA Counsel Fees Payment, and $6,000.00 for the Administration Costs. The Settlement provides for an estimated Net Settlement Amount of $212,000.00 (*See* Settlement, ¶ 3.2.4.) The estimated amount is greater than the estimated amount provided in the Settlement because it includes the actual costs incurred by PAGA Counsel and estimated costs based on the Administrator's quote whereas the Net Settlement Amount estimated under the Settlement includes the maximum PAGA Litigation Expenses Payment and maximum Administration Expenses Payment.

[2] On July 1, 2024, new legislation was enacted to amend PAGA in several respects, including as to the recovery split for civil penalties. (Stats. 2024, ch. 44 (Assem. Bill No. 2288), § 1, eff. Jul. 1, 2024.) As amended, PAGA now provides for a 65%-LWDA/35%-PAGA Employee split. (Lab. Code § 2699(m).) However, PAGA reform only applies to PAGA actions initiated on or after June 19, 2024. (*Id.* at § 2699(v)(1).)

Settlement, the PAGA Employees release all claims arising under PAGA that were described in Plaintiff's PAGA Notice, to the extent alleged in the Operative Complaint, including but not limited to claims for civil penalties under California Labor Code §§ 201, 202, 203, 204 et seq., 221, 225.5, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1195, 1197, 1198, and 2802, and the applicable Industrial Welfare Commission Wage Order(s). (*Id.* at ¶ 5.2.) The "Released Parties" include "Defendant Conrad Employer LLC and its present and former parent companies, subsidiaries, divisions, related or affiliated companies, predecessors, insurers, hotel ownership entities, shareholders, successors and assigns, and their current and former officers, directors, employees, agents, and attorneys thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs." (*Id.* at ¶ 1.29.)

24. No Related Cases. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. (*Id.* at ¶ 2.5.)

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

25. There can be no doubt that this Settlement is the result of vigorous, adversarial, non-collusive, and arm's-length negotiations between the Parties. Based on Plaintiff's Counsel's analysis of the arguments and information provided by Defendant, on an expert analysis of the time and pay records, and on information from Plaintiff, Plaintiff's Counsel evaluated Defendant's both maximum and risk-adjusted potential exposure in preparation for mediation. Although the expert's analysis revealed that the time and pay records supported certain violations by Defendant, those identifiable violations were primarily limited to the regular rate of pay and meal period claims. The records themselves did not provide strong support for the off-the-clock work, rest period, and expense reimbursement claims, and derivative penalties for those claims, as these claims are predominantly testimony based. In other words, Plaintiff's analysis revealed that certain claims were not as strong as originally believed.

26. Because Defendant did not require employees to record rest periods, there are no records to establish the rest period claim on the merits. Additionally, there are no records to establish the off-the-clock work claim and reimbursement claim on the merits. Rather, proof of these claims would need to

be supported by declarations from PAGA Employees regarding missed rest periods, off-the-clock work, and unreimbursed business expenses, as the records themselves cannot demonstrate what breaks were missed, when, and why, expenses incurred by PAGA Employees, and they cannot demonstrate the time, if any, PAGA Employees spent inworking off the clock.

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

28. Even as to the regular rate and meal period claims, our analysis found that Defendant's exposure is less than initially believed. A review of the time and pay records shows that approximately 23.9% of shifts (net of premiums paid by Defendant) had a potential meal period violation. The records also show that Defendant made some meal premium payments and that some potential violations were accompanied by meal waivers. Defendant argues that its payment of meal premiums and use of meal waivers indicate that it did not intentionally fail to provide PAGA Employees with meal breaks. Defendant also contends that many meal breaks were taken and, where a potential violation appears, it was a result of the employee voluntarily choosing to forego a meal period, to start a meal period late, or to end a meal period early. As to the regular rate issue, the expert analysis found that overtime and additional compensation coincided in only approximately 3.6% of pay periods. To the extent Defendant failed to incorporate additional remunerations into the regular rate of pay, which Defendant denies, Defendant also argues any such additional remuneration was discretionary and thus not required to be included in the regular rate calculation.

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

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

31. For the foregoing reasons, the *realistic* exposure is thus far below the *optimistic* maximum estimate.

32. Based on the foregoing, Plaintiff's Counsel believe it is more reasonable to assess penalties on a $100.00 civil penalty per pay period basis pursuant to Labor Code section 2699(f)(2)(A) for each of the estimated 24,500 pay periods at issue, as opposed to a claim-by-claim approach. Accordingly, Plaintiff's Counsel estimate Defendant's maximum PAGA exposure to be **$2,450,000.00** ($100.00 x 24,500). However, based on the discovery, Defendant's arguments at mediation and continued settlement discussions, an understanding that the claims are heavily dependent on the unlikely participation by PAGA Employees and their varying employment experience, and other important considerations discussed above, it is reasonable to assume a violation occurred in at most one-fourth of all pay periods, which results in a realistic (*risk-adjusted*) exposure of **$612,500.00** ($2,450,000.00 / 4). As a result, the GSA of $420,000.00 represents approximately **69%** of the realistic exposure ($420,000.00 /

$612,500.00).

33. The proposed Settlement therefore represents a substantial recovery when compared to the reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the GSA of $420,000.00 is within the "ballpark" of reasonableness, and that settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09.)

34. The $420,000.00 GSA amounts to "genuine and meaningful" relief. This is an excellent result, particularly because, under the Settlement, PAGA Employees and the LWDA will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything at all.

35. The Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing PAGA Employees with genuine and meaningful relief, on the other. As a result of this litigation, Defendant had to hire legal counsel, engage in employee-wide discovery, and participate in two mediations. Assuming approval is granted, Defendant will also have to pay civil penalties pursuant to PAGA. Not including its own attorneys' fees and costs, Defendant will pay $420,000.00 to resolve this matter, of which approximately **$228,508.79** is allocated toward PAGA Penalties and will be distributed as 75% to the LWDA and 25% to PAGA Employees, in compliance with PAGA law governing the claims in this Action. (*See* Settlement, ¶ 3.2.4.) This amount represents roughly **37%** of the realistic exposure for the claims ($228,508.79/ $816,666.67), as discussed above. Additionally, the release obtained under the Settlement does not preclude PAGA Employees from pursuing any individual (non-PAGA) claims they may have against Defendant or the other Released Parties. (*See id.* at ¶ 5.2.)

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

the Settlement is in the best interests of the PAGA Employees and the State of California.

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

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

39. While Plaintiff's Counsel believe there would be no persuasive grounds to reduce penalties, they recognize that the Court could determine otherwise and significantly reduce any award of penalties. This wide range of potential recovery and additional delays and risks of trial provide justification to settle for a reasonable amount of recovery at this point in the litigation. In all, based on the investigation and analysis of the claims in preparation for mediation, the maximum exposure did not comport with the realistic exposure that Defendant faced, as discussed above.

40. Plaintiff's Counsel took into account the risk of not being able to proceed on a representative basis at all due to the potential manageability issues, the risk of not prevailing at trial, and the risk that even if Plaintiff prevailed at trial, the penalties would be limited due to the largely discretionary nature of awarding PAGA penalties. The provisions of the Labor Code triggering PAGA penalties in this case include Labor Code sections 203, 210, 226, 1197.1, and 2802. However, PAGA penalties are not mandatory, but rather, permissive. (Lab. Code § 2699(e)(2).) Accordingly, it is entirely possible that even if Plaintiff would be successful at trial, Plaintiff may still be awarded substantially less than what was obtained through the Settlement.

41. The Settlement avoids the significant risks, burdens, and the accompanying expense of further litigation. Though the Parties have engaged in a significant amount of investigation, informal discovery, and employee data analysis, they have not completed formal discovery procedures.

Preparation for trial and the prospect of appeals in the wake of any summary judgment ruling would remain for the Parties. As a result, the Parties would incur considerably more attorneys' fees and costs through trial, a lengthy and uncertain process that could result in recovering less than was settled for.

THE ENHANCEMENT AWARD SHOULD BE APPROVED

42. Throughout this litigation, Plaintiff, who is a former employee of Defendant, has cooperated immensely with my office and has taken many actions to protect the interests of the State of California and the PAGA Employees. Plaintiff provided valuable information regarding her hours worked and what duties were performed during those hours, including details about the security check-in process at the start of each shift, her meal and rest break experiences, and her unreimbursed business expenses. Plaintiff participated in decisions concerning this action, assisted in preparation for the mediation, and searched for potential witnesses. Before we filed this action, Plaintiff worked with my office to determine the viability of her claims. Plaintiff also provided information and documents relating to her employment with Defendant. The information and documentation provided by Plaintiff was instrumental in establishing the violations alleged in this action, and the recovery provided for under the Settlement would have been impossible to obtain without her participation.

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

44. In turn, PAGA Employees will now be reimbursed civil penalties for wage violations they may have never known about or been willing to pursue on their own. If each PAGA Employee would have tried to pursue legal remedies on their own, that would have resulted in each having to expend a significant amount of their own monetary resources and time, not to mention limited judicial resources, which were obviated by Plaintiff putting herself on the line on behalf of the PAGA Employees and the LWDA. Further, prior to executing the Settlement, Plaintiff carefully reviewed the document and asked questions to ensure her understanding, including as to the total recovery and releases of claims.

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

MY EXPERIENCE AND QUALIFICATIONS

46. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an Active Member in good standing continuously since then. I have been selected to Super Lawyers each year from 2019 to 2025.

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

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

49. My current billing rate is $950.00 per hour, which is my usual hourly rate for wage and hour litigations. A $950.00 per hour rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix, http://www.laffeymatrix.com/see.html, [last visited June 5, 2026].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re HPL Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912, 921 (N.D. Cal. 2005).) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the

location of counsel's office in California to determine whether counsel's rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at 921-22.) Using the same method here and based on Class Counsel's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach Judiciary Plan and the Washington-Baltimore-Arlington Judiciary Plan are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 17+ years of experience, my Laffey Matrix rate with a 2.53% adjustment is $971.98 per hour ($948 Laffey Matrix rate + (2.53% x $948)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

50. I am experienced in prosecuting and defending employment matters, particularly class and PAGA actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage and hour class action lawsuits pending in various counties throughout California, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc*. (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc*. (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079)

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

<u>H. SCOTT LEVIANT'S EXPERIENCE AND QUALIFICATIONS</u>

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

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

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

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

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

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

c. He has litigated contested class certification motions multiple times, prevailing on many. Examples include the following.

i. In 2025, he certified multiple wage and hour claims against Sun Valley Group, in the matter of *Duran v. Sun Valley Group*.

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

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

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

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

5,000,000 individuals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

g. In addition to his work on complex litigation matters and class actions, he has authored published articles and columns on issues related to class actions and other litigation issues, including:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

xv. H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional Element in a Comprehensive Litigation Plan*, ADVOCATE, April 2006;

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

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

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

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

ii. *The Year in Review - Staying Abreast of Current Cases*, Consumer Attorneys of San

Diego Class Action Symposium (October 14, 2011)

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

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

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

vi. *Word v. WordPerfect Software, Tips, Tools and Tricks*: Legal Technology for Plaintiffs Employment Lawyers (September 30, 2010)

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

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

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

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

j. Mr. Leviant served three consecutive years as an elected member of the Board of Governors of the Consumer Attorneys of California. In that capacity, he worked to preserve the right of California's consumers and employees to bring proposed class actions. For example, he provided assistance to CAOC in its successful effort to defeat AB 298, which would have substantially impaired the ability of plaintiffs to prosecute class actions in California. More recently, on behalf of CAOC, he co-authored several requests for publication of unpublished class action decisions, including one such request in *Jaimez v. Daiohs USA, Inc.*, 181 Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in the Eighth Circuit matter entitled *Avritt v. Reliastar Life.*

Ins. Co., Case No. 09-2843, the California Supreme Court matter entitled *Californians for Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006), and the California Court of Appeal matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011).

k. Based upon his practice area, geographic market, experience, including all of the above information, reputation, and generally accepted hourly rates, Mr. Leviant's current, regular hourly billing rate is now $975.00, which is well below the presumptively appropriate hourly rate of $1,227 for attorneys with 20 or more years of experience as provided in the Laffey Matrix. (Ex. 6.)

MARIAM GHAZARYAN'S EXPERIENCE AND QUALIFICATIONS

51. Mariam Ghazaryan received a Bachelor of Arts in Political Science and a minor in International Studies from the University of California, Irvine in 2017, and a Juris Doctorate from Southwestern Law School in 2021. In law school, Ms. Ghazaryan served as a Judicial Extern for the Honorable Michael R. Amerian of the Los Angeles County Superior Court and Articles Editor of the Southwestern Journal of International Law. Ms. Ghazaryan was published in the Southwestern Journal of International Law, Volume 21, No.1, 2021.

52. Ms. Ghazaryan became an Active Member of the State Bar of California in November 2021 and has been an Active Member in good standing continuously since. Ms. Ghazaryan is also a member in good standing with the United States District Court for the Central, Eastern, Southern, and Northern Districts and was selected by Super Lawyers as a "Southern California Rising Star" in 2024.

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

54. Ms. Ghazaryan's current billing rate is $725.00 per hour, which is her usual hourly rate in wage and hour litigations. Based on Ms. Ghazaryan's nearly 5 years of experience, her Laffey

Matrix rate with a 2.53% adjustment is $640.81 per hour ($625 Laffey Matrix rate + (2.53% x $625)). As compared to the Laffey Matrix rate and when considering her experience, Ms. Ghazaryan's billing rate of 725.00 per hour is reasonable.

55. During her tenure with Moon Law Group, P.C., Ms. Ghazaryan has played a critical role in obtaining outstanding results for employees who have been wronged by their employers. Ms. Ghazaryan has been involved in all aspects of complex litigation, including assisting in class certification motions in the following cases:

(a) *Duran v. Sun Valley Group* [certification was granted on multiple wage and hour claims against Sun Valley Group];

(b) *Beard v. SMS Transportation* [certification was granted for a rest break claim against SMS Transportation. Rest break claims are notably difficult to certify];

(c) *Evans v. Downtown Women's Center* [certification was granted for a regular rate claim against Downtown Women's Center].

56. From November 2021 to the present, Ms. Ghazaryan has participated in the litigation and/or resolution of approximately ninety wage-and-hour class and/or representative actions, including successfully moving the Court for preliminary and final approval of settlements on the first attempt.

JAEYOUNG LEE'S EXPERIENCE AND QUALIFICATIONS

57. Jaeyoung Lee is an associate attorney at Moon Law Group, PC. Mr. Lee advocates for employees in both state and federal court in employment and related litigation. Since joining Moon Law Group, PC, his practice has focused on wage-and-hour actions involving claims related to unpaid overtime and minimum wages, meal and rest break violations, unreimbursed business expenses, improper wage statements, and unfair business practices, as well as discrimination claims rising under California law.

58. Mr. Lee received his B.A., *cum laude* in Philosophy from Washington University in St. Louis. He received his Juris Doctorate and Tax Law Certificate from UC Davis School of Law. While in law school, Mr. Lee received Dean's Merit Scholarship for all three years and was awarded the Tax

Certificate for his extensive work in the area. Following law school, Mr. Lee worked as tax attorney representing taxpayers before both Federal and state administrative agencies and courts prior to joining Moon Law Group, PC.

59. Mr. Lee became an Active Member of the State Bar of California in 2022 and has been an Active Member in good standing continuously since then. He is also admitted to practice in the United States District Court for the Central District of California. Mr. Lee's billing rate is $600.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Lee's 5 years of experience out of law school, his Laffey Matrix rate with a 2.53% adjustment is $640.81 per hour ($625 Laffey Matrix rate + (2.53% x $625)). Accordingly, his current billing rate of $600.00 per hour is reasonable. In addition to the present case, Mr. Lee is also class counsel for other wage-and-hour class action lawsuits pending in various counties throughout California, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and/or final approval: *Yadao v. CalPrivate Bank, Inc.*, San Diego Superior Court Case No. 30-2021-00053493; *Hernandez v. AB Staffing Solutions, LLC*, Ventura Superior Court Case No. 56-2021-00561570-CU-OE-VTA; *De Leon v. Polyloom Corporation of America*, Alameda County Superior Court Case No. 22CV005969.

PAGA COUNSEL'S EXPERIENCE AND QUALIFICATIONS

56. As demonstrated by the foregoing, my office is qualified to handle this litigation because we are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval. All attorneys at Moon Law Group, PC are actively and continuously practicing employment litigation, representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a high level of skill, knowledge, and experience in areas of wage-and-hour class and PAGA actions, and labor and employment law generally.

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

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

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

REQUEST FOR ATTORNEYS' FEES AND COSTS

60. In line with the Settlement, my firm requests an award of attorneys' fees in an amount equal to one-third of the GSA (i.e., $140,000.00), plus reimbursement for actual litigation costs. (*See* Settlement, ¶ 3.2.1.)

61. The requested PAGA Counsel Fees Payment can be justified under either the common fund or **lodestar** method. However, we base the requested award on the common fund method. Nonetheless, the lodestar method can be used to cross-check the reasonableness of the award calculated under the common fund method.

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

Attorney	**Rate**	**Hours**	**Lodestar**
Kane Moon	$950.00	18.2	$17,290.00

H. Scott Leviant	$976.00	25.1	$24,472.50
Mariam Ghazaryan	$725.00	30.3	$21,967.50
Jaeyoung Lee	$600.00	17.6	$10,560.00
	Total:	**91.2**	**$74,290.00**

63. There are additional hours devoted to this litigation by the attorneys and legal assistants in my office that are not reflected in the foregoing lodestar, including additional attorney time that will be spent to obtain and monitor approval of the Settlement and requested awards, oversee the settlement administration process and distribution of funds, respond to inquiries, and communicate with Plaintiff regarding the case. I estimate that my office will commit *no less than* 10 hours, although likely more time, to these additional tasks, which are hours not included in the foregoing lodestar total. My office also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

64. "California case law permits fee awards in the absence of detailed time sheets." (*Wershba v. Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 255.) The Court "should defer to the winning lawyer's professional judgment as to how much time he was required to spend on the case." (*Moreno v. City of Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112.) We can provide complete, detailed billing records in the event the Court requests them but would request the opportunity to redact attorney-client privileged information and any other privileged information. As discussed below, application of a positive multiplier is warranted in this case.

65. The lodestar method requires the Court to determine a "touchstone" or lodestar figure based on a compilation of time spent and reasonable hourly compensation for each attorney. (*Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579.) Generally, hours are reasonable if they were "reasonably expended in pursuit of the ultimate result achieved in the same manner that an attorney traditionally is compensated by a fee-paying client." (*Hensley v. Eckerhart* (1983) 461 U.S. 424, 431.)

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

b. The Attorneys' Hourly Rates are Reasonable: "[T]he established standard when determining a reasonable hourly rate is the 'rate prevailing in the community for similar work performed by attorneys of comparable skill, experience, and reputation.'" (*Camacho v. Bridgeport Fin., Inc.* (9th Cir. 2008) 523 F.3d 973, 979.) This rule applies even when, as here, the attorneys representing a named plaintiff perform the work on a contingent fee basis. (*See, e.g.*, *Robertson v. Fleetwood Travel Trailers of Cal., Inc.* (2006) 144 Cal.App.4th 785, 818.) These hourly rates are reasonable in light of the significant experience, expertise, and skill my firm brought to this action. Rates are reasonable if they are "within the range of reasonable rates charged by and judicially awarded comparable attorneys for comparable work." (*Children's Hosp. & Med. Ctr. v. Bonta* (2002) 97 Cal.App.4th 740, 783.) The attorneys at Moon Law Group, PC are experienced litigators who specialize in employment law, with a substantial wage-and-hour class action practice. Moreover, these rates have been approved by other courts.

c. Application of a Multiplier Is Warranted: Once this lodestar figure has been determined, the Court may take into account other "enhancement" factors to adjust the lodestar award. As the California Supreme Court has held, contingency fees should be higher than fees for the same legal services paid concurrently with the provision of the services. (*Ketchum III*, *supra*, 24 Cal.4th at pp. 1132–33.) "A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases." (*Ketchum*, 24 Cal.4th at p. 1133.) A risk enhancement is "earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather, it is intended to approximate market-level compensation for such services, which typically includes a premium for the risk of nonpayment or delay in payment of attorney fees." (*Id.* at p. 1138.) **Multipliers normally range from two to four or higher.** (*Wershba*, *supra*, 91 Cal.App.4th at p. 255.) Factors considered in determining whether a lodestar multiplier is appropriate generally include: (1) the risks presented by the contingent nature of the case; (2) the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly; (3) the nature of the opposition; (4) the preclusion of other employment by the attorney due to acceptance of the case; and (5) the result obtained and the importance of the lawsuit to the public. (*Serrano v. Ivy Baker Priest* (1977) 20 Cal. 3d 25, 48–49.) All these factors favor approval of a multiplier. To date, my office has incurred no less than **$74,290.00** in attorneys' lodestar fees, anticipates incurring at least another $9,500.00 in lodestar fees, and has advanced **$40,491.21** in actual litigation costs. Thus, after reimbursement of our out-of-pocket expenses, the fee request of $140,000.00 represents a **1.88** multiplier of the lodestar fees incurred to-date in prosecuting this case.

1. *Risks presented by the contingent nature of the case*: The major consideration in determining the necessity of a multiplier is the contingent nature of the award. (*Ketchum III*, *supra*, 24 Cal.4th at pp. 1132–33.) In determining what multiplier to award, the probability of success must be assessed *ex ante*, that is, as viewed from the outset of the case. (*See, e.g., Harman v. Lyphomed, Inc.* (7th Cir. 1991) 945 F.2d 969, 976.) My office bore the substantial risk of an uncertain outcome in agreeing to prosecute this PAGA action on a contingency fee basis, as well as the difficulties and delay inherent in such litigation. There was the prospect of the enormous cost inherent in PAGA representative action litigation, as well as extensive negotiations with Defendant who vigorously opposed Plaintiff's claims. My office risked significant time and expense to ensure a successful settlement. As detailed above, the risks presented in this case were

significant. These risks illustrate the recognition by the California Supreme Court in *Ketchum III* that, if multipliers are not awarded to PAGA counsel in cases that are successfully settled, counsel's fees are essentially being cut because the lodestar in and of itself would not account for contingent risk.

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

3. *Vigorous opposition by Defendant*: Counsel who skillfully overcome difficult issues or uncompromising opposition in the litigation are entitled to a fee enhancement. (*Serrano III*, *supra*, 20 Cal.3d at 49.) Here, before eventually agreeing to a settlement, Defendant asserted a vigorous defense, challenged Plaintiff's class claims, and produced an arbitration agreement. The settlement effort was protracted, requiring two mediation sessions plus post-mediation negotiations before resolution. Proceeding to trial would have added years to the resolution of this case because of the difficult legal and factual issues raised and the likelihood of appeals.

4. *The extent to which litigation precluded other employment would justify an enhancement*: There are only so many cases that my office can take at any one time. Consequently, there were other meritorious cases presented to my office that would have generated substantial fees, but were declined, during the pendency of this action in order to devote the attention necessary to achieve favorable results.

5. *The result obtained would justify an enhancement*: The results obtained in litigation can properly be used to enhance a lodestar calculation where an exceptional

effort produced excellent results. (*Graham*, *supra*, 34 Cal.4th at p. 582.) Here, the final settlement figure is **$420,000.00**, which represents roughly **69%** of the total realistic recovery. Considered against the number of PAGA Employees, the risks posed by continued litigation, and the importance of the employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the PAGA Employees and LWDA.

1) *The use of a multiplier is permitted in PAGA actions*: PAGA provides that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs." (Lab. Code § 2699(k)(1).) Although PAGA does not provide a specific standard for evaluating attorneys' fees in connection with a settlement of PAGA claims, California Courts have employed a lodestar analysis and use of multipliers for this purpose. "Where a settlement produces a common fund for the benefit of the entire class, courts have discretion to employ either the lodestar method or the percentage-of-recovery method. . . . To guard against an unreasonable result, the Ninth Circuit encourages district courts to "cross-check[] their calculations against a second method. . . . Accordingly, the Court calculates attorneys' fees in the instant case using the percentage-of-recovery method and then cross-checks its calculations against the lodestar method." (*Hermosillo v. Davey Tree Surgery Co.* (N.D. Cal. July 7, 2021) No. 18-CV-00393-LHK, 2021 WL 2826697, at *1 [quoting *In re Bluetooth Headset Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942, 944–45].)

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

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

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

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

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

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

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

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

d. Preparation and filing of the original Complaint and subsequent First Amended Complaint;

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

f. Application to dismiss Plaintiff's class and individual claims without prejudice ;

g. Informal discovery activity;

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

i. Retention of an expert, the Berger Consulting Group, to analyze Defendant's informal discovery production and preparation of a damages model;

j. Contacting witnesses;

k. Research and preparation of Plaintiff's mediation briefs for two mediation sessions;

l. Attendance and active participation at a full day of mediation on September 15, 2025, and a half-day of mediation on November 3, 2025, and follow-up negotiations

m. Drafting, negotiating, and reviewing multiple drafts of the Settlement;

n. Preparation and submission of the instant motion for settlement approval and accompanying filings; and

o. Anticipated preparation for and attendance at the hearing on the motion for approval, monitoring approval of the Settlement and requested awards, and overseeing the administration process and distribution of funds.

70. As of the drafting of this motion, my office has incurred **$40,492.21** in expenses litigating this action without any reimbursement. These expenses were reasonably necessary to the litigation and were actually incurred by my office. These to-date expenses are summarized as follows:

a. "LWDA Fee": a one-time cost for submitting Plaintiff's PAGA Notice to the LWDA;

b. Court filing fees: the initial case filing fee for initiating Plaintiff's action and related court costs;

c. Expert fees (Berger Consulting Group): costs of expert review of discovery for mediation;

d. Michael E. Dickstein: costs for mediation services for the September 15, 2025 and November 3, 2025 mediation sessions; and

e. Additional costs for filing and serving various documents during this Action.

71. We anticipate incurring additional costs up to and after Settlement approval, including filing costs for the approval motion and any notice of entry of approval order and judgment. However, at this time, we are only requesting reimbursement of our to-date costs of $40,491.21. Moreover, because our costs are below the maximum allocation ($43,000.00) under the Settlement, the difference will revert to PAGA Penalties. (Settlement, ¶ 3.2.1.) I respectfully submit that our reimbursement request is fair and reasonable.

72. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has been reached that includes a non-reversionary payment by Defendant of at least $420,000.00 to compensate PAGA Employees for Defendant's alleged employment practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in this action would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 15, 2026, at Los Angeles, California.

____

Kane Moon