

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Julie Sohyun Oh (SBN 341157)
MOON LAW GROUP, PC
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: joh@moonlawgroup.com

Attorneys for Plaintiff David Juarez

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

DAVID AVILA and DAVID JUAREZ, on behalf
of the State of California, as private
attorneys general,

Plaintiff,

vs.

BEHR PROCESS CORPORATION, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 30-2023-01366549-CU-OE-CXC

Assigned to the Hon. William D. Cluster

**DECLARATION OF KANE MOON IN
SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

PAGA APPROVAL HEARING:

Date: October 24, 2025

Time: 9:00 a.m.

Dept.: CX101

Reservation No. 74636772

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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 Plaintiffs David Avila (“Avila”) and David Juarez (“Juarez”) (collectively “Plaintiffs”). I have personal knowledge of the facts set forth in this declaration and if called as a witness, I could and would competently testify to them under oath.

2. This declaration is submitted in support of Plaintiffs Motion for Approval of PAGA Settlement. Plaintiffs seek approval of the PAGA Settlement Agreement (“Settlement” or “PAGA Settlement”) entered into with Defendant Behr Process LLC (formerly Behr Process Corporation) (“Defendant”) in full resolution of the above-captioned litigation (the “Action”) which seeks civil penalties pursuant to the Private Attorneys General Act (“PAGA”) on behalf of Plaintiffs, the State of California, and the non-exempt employees that worked for Defendants during the period from December 20, 2022 and ending on March 9, 2025 (“PAGA Members”).

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1 pay all final wages upon separation of employment; and unfair business practices (San
2 Bernardino Superior Court Case No. CIVSB2403686). On March 29, 2024, Juarez filed a First
3 Amended Complaint (“FAC”) to allege an additional claim for civil penalties under the Private
4 Attorneys General Act. The Parties stipulated to transfer the venue of Juarez’s FAC to the
5 Orange County Superior Court. When Defendant informed Plaintiff’s Counsel that Juarez had
6 executed an arbitration agreement with a class action waiver, Juarez agreed to dismiss his class
7 claims and file a second amended complaint asserting claims on a PAGA-only basis upon
8 completion of the venue transfer. The venue transfer to the Orange County Superior Court was
9 completed on or about January 15, 2025, and Juarez’s case was re-assigned as *David Juarez*
10 *v. Behr Process Corporation*, Orange County Superior Court Case No. 30-2025-01452707
11 (“the Juarez Action”).

12 3. Following the filing of the FAC, the Parties agreed to attend a global mediation
13 on a PAGA-only basis as Juarez had executed an arbitration agreement containing a class action
14 waiver. On March 20, 2025, Avila filed a Second Amended Complaint in *Avila v. Behr Process*
15 *Corporation*, Orange County Superior Court, Case No. 30-2023-01366549-CU-OE-CXC (“Avila
16 Action”), adding Juarez and his claims to the Avila Action. Thereafter, pursuant to Juarez’s
17 request, the Court dismissed the Juarez Action on April 23, 2025.

18 4. In the Operative Complaint, Plaintiffs allege that Defendant is liable for PAGA
19 civil penalties for its failure to pay all wages owed to PAGA Members as a result of Defendant’s
20 policy and practice of requiring employees to work off the clock and failure to compensate
21 employees at the correct rate of pay. Plaintiffs’ PAGA claim is also partly based on the allegations
22 that due to Defendant’s employment practices, Plaintiffs and other employees regularly
23 experienced short, untimely, or interrupted meal and/or rest breaks or did not receive the break at
24 all but Defendant failed to pay meal and/or rest break premiums for all non-compliant meal and/or
25 rest breaks. Plaintiffs further allege that Defendant failed to reimburse Plaintiffs and PAGA
26 Members for all necessary business expenses they incurred. In addition, Plaintiffs allege that
27 Defendant failed to keep required payroll records, failed to timely pay final wages owed to PAGA
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1 Members at the time of separation of employment, and failed to furnish accurate itemized wage
2 statements to PAGA Members during their employment. Accordingly, Plaintiffs allege Defendant
3 is liable for civil penalties pursuant to PAGA.

4 5. Defendant denies the allegations in the Operative Complaint, denies any failure to
5 comply with the laws identified in the Operative Complaint, and denies any and all liability for
6 the violations alleged.

7 6. I am not aware of any class, representative, or other collective actions filed in this
8 Court or any other court or jurisdiction that assert claims similar to those asserted in this Action
9 on behalf of a class or group of individuals, some or all of whom would also be PAGA Members.
10 I checked with other members of my law firm to determine whether they were aware of any such
11 similar actions, and they confirmed that there were none. However, I am aware of one other
12 individual who submitted PAGA notice letters to the LWDA alleging claims against Defendant
13 (PAGA Case Nos. LWDA-CM-1045964-24 and LWDA-CM-1045753-24), but no complaint has
14 been filed. Accordingly, to Plaintiffs' knowledge, there are no cases filed in court that will be
15 impacted by the Settlement.

16 DISCOVERY AND SETTLEMENT NEGOTIATIONS

17 7. On January 8, 2025, Juarez and Avila participated in mediation with Defendant
18 and agreed to settle all claims against Defendant. Prior to mediation, the Parties agreed to a
19 protocol for an informal exchange of information and documents, and Defendant produced the
20 employees' time and payroll records during the relevant period as well as the data points which
21 allowed the Parties to calculate the liability exposure and meaningfully prepare for mediation.

22 8. My office has done extensive investigation into the facts of this case, researched
23 the applicable law, and reviewed the documents provided by Plaintiffs as well as the damage
24 exposure analysis. Thus, Plaintiffs and their counsel's familiarity with the facts of the case and
25 the legal issues raised by the pleadings allowed them to act intelligently in negotiating the
26 Settlement. Based on our investigations and evaluations, and after considering the disputed factual
27 and legal issues involved in this matter, the risks attending further prosecution in light of potential
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1 manageability issues, and the benefits provided under the Settlement, Plaintiffs’ counsel are of the
2 opinion that the consideration and the terms set forth in the PAGA Settlement satisfy the dual
3 statutory purposes of PAGA—remediation and deterrence—and provide a genuine and
4 meaningful relief to PAGA Members consistent with the underlying purpose of PAGA.

5 9. The Parties also settled Plaintiffs’ individual claims against Defendant, under
6 separate, individual settlement agreements (“Individual Settlements”). Under the Individual
7 Settlements, Defendant has agreed to pay \$10,000 to each Plaintiff, and Plaintiffs are releasing all
8 claims, other than the PAGA claims alleged in this Action, including individual wage and hour
9 claims and claims under the California Fair Employment and Housing Act. In addition to the
10 general release, Plaintiffs’ Individual Settlements also include a waiver of Section 1542.

11 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

24 13. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage
25 and hour litigations. A \$950.00 per hour rate is reasonable considering my years of experience
26 practicing in the highly specialized area of employment and labor law and my Laffey Matrix
27 rate (The Laffey Matrix, <http://www.laffeymatrix.com/sec.html>, [last visited April 29, 2025].)
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1 The Laffey Matrix is a “well-established objective source for rates that vary by experience”
2 used by the District of Columbia. (*In re HPL Technologies, Inc. Securities Litigation*, 366 F.
3 Supp 2d 912, 921 (N.D. Cal. 2005).) A true and correct copy of the Laffey Matrix is attached
4 hereto as **Exhibit 1**. California Courts have adjusted the Laffey Matrix rate upwards based on
5 “locality pay differentials” and the location of counsel’s office in California to determine
6 whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the
7 Laffey Matrix rate based on an approximate difference of 9% between the locality pay
8 differential of the District of Columbia and San Francisco, California, where counsel’s office
9 was located].) To determine the locality pay differential, the Court in *In re HPL Technologies,*
10 *Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at 921-22.) Using the
11 same method here and based on Plaintiff’s Counsel’s location in Los Angeles, California, the
12 locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay
13 differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a
14 difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long
15 Beach, CA, Effective January 13, 2025 *with* Judiciary Salary Plan of Washington-Baltimore-
16 Arlington, Effective January 13, 2025.) True and correct copies of the Los Angeles-Long Beach
17 Judiciary Plan and the Washington-Baltimore-Arlington Judiciary Plan are attached hereto as
18 **Exhibit 2** and **Exhibit 3**, respectively. Based on my 17 years of experience, my Laffey Matrix
19 rate with a 2.53% adjustment is \$971.98 per hour (\$948 Laffey Matrix rate + (2.53% x \$948)).
20 Accordingly, my current billing rate of \$950.00 per hour is reasonable.

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

25 ALLEN FEGHALI’S EXPERIENCE AND QUALIFICATIONS

26 15. Allen Feghali is a senior partner at Moon Law Group, PC. He received his B.A.
27 in Global and International Studies in 2011 from UC Santa Barbara, and his J.D. from
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1 University of La Verne College of Law in 2014. Mr. Feghali became an Active Member of the
2 State Bar of California in December 2014 and has been an Active Member in good standing
3 continuously since then. He was selected by Super Lawyers as a “Southern California Rising
4 Star” in 2020–2023.

5 16. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice
6 has focused on advocating for the rights of employees at the trial-court and appellate level. Prior
7 to approximately June 2018, with the exception of a handful of cases, his practice focused on
8 individual FEHA and wrongful termination claims, as well as individual wage and hour claims.
9 In June 2018, Mr. Feghali became heavily involved in the firm’s class and PAGA representative
10 action practice.

11 17. Mr. Feghali’s current billing rate is \$900.00 per hour, which is his usual hourly
12 rate in wage and hour litigations. Based on Mr. Feghali’s 10 years of experience, his Laffey
13 Matrix rate with a 2.53% adjustment is \$860.23 per hour (\$839 Laffey Matrix rate + (2.53% x
14 \$839). (See Exh. 6.) As compared to the Laffey Matrix rate and when considering his
15 experience, Mr. Feghali’s billing rate of \$900.00 per hour is reasonable. During Mr. Feghali’s
16 tenure with Moon Law Group, PC, he has played a critical role in obtaining outstanding results
17 for employees who have been wronged by their employers. Mr. Feghali’s litigation experience
18 includes, but is not limited to:

- 19 a. In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v.*
20 *Clearpath Federal Credit Union* (LASC No. 19STCV33504), which resulted in a
21 certification order on all causes of action following contested briefing in a wage
22 and hour class action.
- 23 b. Mr. Feghali prepared the briefing in a contested class certification motion in the
24 matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which
25 was granted in part and denied in part.
- 26 c. Mr. Feghali prepared the briefing in a contested class certification motion in the
27 matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
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- 1 d. Mr. Feghali was part of a team that prepared the briefing in a contested class
2 certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.*
3 (No. 19STCV44400), which was granted, in part, and denied, in part, in October
4 2022.
- 5 e. Mr. Feghali prepared the briefing which resulted in a remand order in the matter
6 of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV 20-1448
7 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage and hour
8 class alleging that Plaintiff's claims were pre-empted by the Labor Management
9 Relations Act.
- 10 f. Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian*
11 *Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL
12 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual
13 defendant following the trial court's granting of a demurrer without leave to
14 amend relating to alter ego allegations.
- 15 g. Mr. Feghali prepared the briefing which resulted in a remand order in the matter
16 of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 13, 2018) No. 2:17-cv-
17 09056-RSWL-MRWx, 2018 WL 1352910. Defendant there sought to remove the
18 case based on the inclusion of a "sham defendant," but the court agreed with Mr.
19 Feghali's briefing which argued that the individual defendant, who was alleged to
20 have harassed the plaintiff under FEHA, was a proper defendant.
- 21 h. Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that
22 settled for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the
23 foregoing, Mr. Feghali has resolved or assisted in the resolution of approximately
24 100 cases which has resulted in millions of dollars of unpaid wages being returned
25 to low-wage employees.
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i. Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which was granted, in part, and denied, in part, in February 2024.

18. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage and hour class and PAGA representative actions. His fee has been approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over 100 wage and hour class actions, including obtaining preliminary and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No. 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591) (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members); *Cha v. Center Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

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defendant sought to dismiss the case based on federal preemption under Section 301 of the Labor Management Relations Act.

d. In March 2023, Ms. Oh prepared and argued an opposition to motion to compel arbitration in the matter of *Pullin v. Emerald Valley Marketing, LLC*, Stanislaus Superior Court, Case No. CV-22-0051471, which resulted in the Court denying the defendant's motion in part, finding that the plaintiff's PAGA claims—both individual and representative—are not subject to arbitration.

22. Since October 2021, Ms. Oh has participated in the litigation and/or resolution of over 60 wage and hour class and/or representative actions, including obtaining preliminary and final approval of settlements. A selection of settled class and/or representative actions that have received preliminary and/or final settlement approval, the resolution of which Ms. Oh assisted during her tenure with Moon Law Group, PC, includes: *Quijano et al. v. GXO Logistics Supply Chain, Inc., et al.* (22STCV01988) (\$3,000,000.00); *Birk v. Simpson Strong-Tie Company, Inc.* (22CV018199) (\$2,940,000.00); *Billings v. Wind Youth Services, Inc., et al.* (34-2022-00327068-CU-OE-GDS) (\$1,535,000.00); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Martinez et al. v. Curative, LLC, et al.* (21STCV20778) (\$1,450,000.00); *Cha v. Center Point* (CIV2102081) (\$1,000,000.00); *Maciel v. Western Health Advantage* (34-2022-00329710-CU-OE-GDS) (\$1,000,000.00); *Almonte et al. v. Yosemite Meat Company, Inc., et al.* (STK-CV-UOE-2021-0000860) (\$850,000.00); *Mendoza et al. v. Masonite Corporation* (5:21-cv-00025-SSS-KK) (\$635,000.00); *Maul v. The Illumination Foundation* (30-2022-01241473-CU-OE-CXC) (\$550,000.00); *Butts v. Golden West Packaging Group, LLC, et al.* (34-2021-00311468-CU-OE-GDS) (\$450,000.00 for 183 aggrieved employees); *Hernandez v. Superior Electrical Advertising, Inc.* (20STCV48834) (\$395,000.00 for 235 class members); *Lal v. Summit Psychotherapy Associates, APC* (34-2021-00309339-CU-OE-GDS) (\$140,000.00 for 52 class members); and *Lopez v. Bauer's Intelligent Transportation, Inc.* (CGC-21-589567) (\$115,000.00 for 353 aggrieved employees).

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1 MOON LAW GROUP, PC'S EXPERIENCE AND QUALIFICATIONS

2 23. As demonstrated by the foregoing, my office is qualified to handle this litigation
3 because we are experienced in litigating Labor Code and Wage Order violations in individual,
4 class, and representative actions. The attorneys at my office have been appointed as lead or co-
5 lead counsel in numerous wage and hour class and/or PAGA actions in state and federal courts
6 by way of motion for settlement approval. Including myself, Moon Law Group, PC is comprised
7 of approximately 36 attorneys, all of whom are actively and continuously practicing
8 employment litigation, representing almost entirely employee-plaintiffs, in both individual and
9 class and/or PAGA actions, in this Superior Court and other Superior Courts throughout the
10 State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a
11 high level of knowledge and experience in the areas of wage and hour class and PAGA actions,
12 and labor and employment law generally.

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

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

24 26. I do not believe that I or any other attorneys of Moon Law Group, PC have any
25 conflicts of interest with the named Plaintiffs, other PAGA Members, or the proposed
26 Settlement Administrator. I respectfully submit that Moon Law Group, PC is competent and
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1 well suited to act as counsel for PAGA Members (“PAGA Counsel”) in this Action, and we
2 have and will continue to vigorously represent the interests of the PAGA Members.

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

Attorney	Rate	Hours	Lodestar
Kane Moon	\$950.00	22.4	\$21,280.00
Allen Feghali	\$900.00	15.5	\$13,950.00
Julie Sohyun Oh	\$700.00	44.7	\$31,290.00
Total:		82.6	\$66,520.00

9 28. Attached hereto as **Exhibit 4** are the time entries reflecting the hours worked by
10 the attorneys at my firm in connection with this matter.

11 29. There are additional hours devoted to this litigation by the attorneys and legal
12 assistants in my office that are not reflected in the foregoing lodestar. Moreover, additional
13 attorney time will be spent to obtain and monitor approval of the Settlement and requested
14 awards, oversee the settlement administration process and distribution of funds, respond to
15 PAGA Members’ inquiries, communicate with Plaintiffs regarding the case, and prepare and
16 file the required compliance documents with the Court following disbursement of settlement
17 funds. I estimate that my office will commit *no less than* 10 hours, although likely more time,
18 to these additional tasks, which are hours not included in the foregoing lodestar total. My office
19 and Bokhour Law Group, P.C. also bear the risk of taking whatever actions are necessary if
20 Defendant fails to pay.

21 30. I am familiar with most aspects of this case and tasks undertaken by the various
22 members of my firm in litigating this case. I have been assisted by attorneys Allen Feghali and
23 Julie Oh, and several legal assistants. We can provide complete, detailed billing records should
24 the Court request them, but in such event would request the opportunity to redact attorney-
25 client, attorney work product, and any other privileged information.

1 31. As of the drafting of this declaration, my office has incurred \$6,854.99 in costs.
2 A true and correct copy of an itemized list of litigation costs and expenses Moon Law Group,
3 PC has incurred to date is attached hereto as **Exhibit 5**.

4 32. The proposed PAGA Counsel, Bokhour Law Group, PC, Falakassa Law, PC and
5 Moon Law Group, PC, have entered into a joint prosecution and fee sharing agreement (“JPA”)
6 on or around December 3, 2024. The JPA provides that Plaintiffs’ counsel will share any award
7 of attorneys’ fees as follows: 35% to Bokhour Law Group, PC, 35% to Falakassa Law, PC and
8 30% to Moon Law Group, PC. Plaintiffs have given signed, written approval of the fee split
9 agreement.

10 I declare under penalty of perjury under the laws of the State of California and the United
11 States that the foregoing is true and correct. Executed on August 7, 2025, at Los Angeles,
12 California.

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15 Kane Moon
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EXHIBIT 1

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468

EXHIBIT 2

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
36.47% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$30,515	\$31,538	\$32,552	\$33,563	\$34,576	\$35,168	\$36,173	\$37,184	\$37,225	\$38,171
2	\$34,311	\$35,127	\$36,264	\$37,225	\$37,643	\$38,749	\$39,856	\$40,963	\$42,070	\$43,176
3	\$37,439	\$38,687	\$39,934	\$41,181	\$42,429	\$43,676	\$44,923	\$46,171	\$47,418	\$48,665
4	\$42,026	\$43,427	\$44,829	\$46,231	\$47,632	\$49,034	\$50,435	\$51,837	\$53,238	\$54,640
5	\$47,019	\$48,586	\$50,153	\$51,719	\$53,286	\$54,853	\$56,419	\$57,986	\$59,553	\$61,119
6	\$52,414	\$54,161	\$55,908	\$57,654	\$59,401	\$61,148	\$62,895	\$64,642	\$66,389	\$68,135
7	\$58,244	\$60,186	\$62,128	\$64,070	\$66,012	\$67,954	\$69,896	\$71,838	\$73,780	\$75,722
8	\$64,503	\$66,653	\$68,804	\$70,955	\$73,106	\$75,256	\$77,407	\$79,558	\$81,709	\$83,859
9	\$71,244	\$73,619	\$75,993	\$78,368	\$80,742	\$83,117	\$85,492	\$87,866	\$90,241	\$92,615
10	\$78,455	\$81,070	\$83,685	\$86,300	\$88,914	\$91,529	\$94,144	\$96,759	\$99,373	\$101,988
11	\$86,199	\$89,071	\$91,944	\$94,817	\$97,689	\$100,562	\$103,435	\$106,307	\$109,180	\$112,053
12	\$103,316	\$106,760	\$110,205	\$113,649	\$117,094	\$120,538	\$123,983	\$127,427	\$130,872	\$134,317
13	\$122,857	\$126,953	\$131,048	\$135,144	\$139,239	\$143,334	\$147,430	\$151,525	\$155,621	\$159,716
14	\$145,180	\$150,019	\$154,858	\$159,697	\$164,536	\$169,376	\$174,215	\$179,054	\$183,893	\$188,733
15	\$170,769	\$176,461	\$182,153	\$187,845	\$193,538	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$200,281	\$206,957	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

EXHIBIT 3

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
33.94% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$29,949	\$30,954	\$31,949	\$32,941	\$33,935	\$34,516	\$35,502	\$36,495	\$36,535	\$37,463
2	\$33,675	\$34,476	\$35,592	\$36,535	\$36,945	\$38,031	\$39,117	\$40,203	\$41,290	\$42,376
3	\$36,745	\$37,969	\$39,194	\$40,418	\$41,642	\$42,866	\$44,090	\$45,315	\$46,539	\$47,763
4	\$41,247	\$42,622	\$43,998	\$45,374	\$46,749	\$48,125	\$49,500	\$50,876	\$52,251	\$53,627
5	\$46,148	\$47,685	\$49,223	\$50,761	\$52,298	\$53,836	\$55,373	\$56,911	\$58,449	\$59,986
6	\$51,442	\$53,157	\$54,871	\$56,586	\$58,300	\$60,014	\$61,729	\$63,443	\$65,158	\$66,872
7	\$57,164	\$59,070	\$60,976	\$62,882	\$64,788	\$66,694	\$68,600	\$70,506	\$72,412	\$74,318
8	\$63,307	\$65,418	\$67,529	\$69,639	\$71,750	\$73,861	\$75,972	\$78,083	\$80,194	\$82,305
9	\$69,923	\$72,254	\$74,584	\$76,915	\$79,246	\$81,576	\$83,907	\$86,237	\$88,568	\$90,898
10	\$77,001	\$79,567	\$82,133	\$84,700	\$87,266	\$89,832	\$92,399	\$94,965	\$97,531	\$100,097
11	\$84,601	\$87,420	\$90,239	\$93,059	\$95,878	\$98,698	\$101,517	\$104,337	\$107,156	\$109,975
12	\$101,401	\$104,781	\$108,162	\$111,543	\$114,923	\$118,304	\$121,684	\$125,065	\$128,446	\$131,826
13	\$120,579	\$124,599	\$128,619	\$132,638	\$136,658	\$140,677	\$144,697	\$148,716	\$152,736	\$156,755
14	\$142,488	\$147,238	\$151,987	\$156,737	\$161,486	\$166,236	\$170,985	\$175,735	\$180,484	\$185,234
15	\$167,603	\$173,190	\$178,776	\$184,363	\$189,950	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$196,568	\$203,120	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

EXHIBIT 4

Kane Moon Time Entries

Type	Date	Hours	Attorney	Description	Rate (\$)	Billable (\$)
TimeEntry	1/17/2024	2.3	KM	Review case file and draft complaint	950	2185
TimeEntry	1/17/2024	2.3	KM	Draft PAGA notice letter	950	2185
TimeEntry	1/17/2024	5.2	KM	Review case file and draft complaint	950	4940
TimeEntry	4/16/2024	0.3	KM	Confer with JO re case	950	285
TimeEntry	4/30/2024	0.4	KM	Confer with JO re case	950	380
TimeEntry	5/7/2024	0.6	KM	Confer with AF and JO re case	950	570
TimeEntry	7/2/2024	0.4	KM	Confer with AF and JO regarding case	950	380
TimeEntry	10/15/2024	0.5	KM	Confer with AF and JO re mediation in another case	950	475
TimeEntry	10/15/2024	0.1	KM	Email Mehrdad re mediation	950	95
TimeEntry	10/31/2024	0.1	KM	email Mehrdad re mediation	950	95
TimeEntry	10/31/2024	0.4	KM	Confer with AF and JO re mediation and JPA	950	380
TimeEntry	11/14/2024	0.5	KM	Review JPA, confer with AF	950	475
TimeEntry	11/25/2024	0.4	KM	Review JPA, confer with JO re same	950	380
TimeEntry	1/3/2025	0.7	KM	Confer with AF & JO re case	950	665
TimeEntry	1/3/2025	0.2	KM	Email JO re case information and call with co-counsel	950	190
TimeEntry	1/3/2025	0.1	KM	Email expert re potential conflict	950	95
TimeEntry	1/6/2025	0.5	KM	Confer with JO re mediation and damage analysis	950	475
TimeEntry	1/7/2025	0.6	KM	Confer with AF and JO re mediation	950	570
TimeEntry	1/8/2025	4	KM	Attend mediation	950	3800
TimeEntry	1/8/2025	0.3	KM	Review mediator's email re settlement	950	285
TimeEntry	1/9/2025	0.4	KM	Confer with JO re case status	950	380
TimeEntry	1/17/2025	0.3	KM	Confer with AF re settlement status	950	285
TimeEntry	1/21/2025	0.5	KM	Confer with AF and JO re status of settlement	950	475
TimeEntry	4/28/2025	0.6	KM	Confer with JO and AF re settlement	950	570
TimeEntry	4/29/2025	0.4	KM	Confer with JO re individual settlement	950	380
TimeEntry	4/30/2025	0.3	KM	review JO's edits to individual settlement	950	285
Total		22.40h				\$21,280.00

Allen Feghali Time Entries

Type	Date	Hours	Attorney	Description	Rate (\$)	Billable (\$)
TimeEntry	2/1/2024	0.2	AF	Review case status and update notes	900	180
TimeEntry	2/1/2024	0.3	AF	Confer with JO re case status	900	270
TimeEntry	3/28/2024	0.8	AF	Review draft FAC	900	720
TimeEntry	4/16/2024	0.9	AF	Reivew arb agreement and confer with JO re same	900	810
TimeEntry	4/29/2024	0.5	AF	Confer with JO re arbitration agreement	900	450
TimeEntry	5/7/2024	0.6	AF	Confer with KM and JO re case status and strategy	900	540
TimeEntry	5/7/2024	0.3	AF	Confer with JO re venue	900	270
TimeEntry	5/9/2024	0.3	AF	Confer with JO re proposed stipulation	900	270
TimeEntry	6/6/2024	0.3	AF	Confer with JO re case status	900	270
TimeEntry	7/2/2024	0.4	AF	Confer with KM and JO re case status	900	360
TimeEntry	10/15/2024	0.5	AF	Confer with KM and JO re: related case and mediation	900	450
TimeEntry	10/31/2024	0.4	AF	Confer with KM and JO re mediation and JPA	900	360
TimeEntry	11/6/2024	0.2	AF	Confer with JO re case status	900	180
TimeEntry	11/14/2024	0.5	AF	Confer with JO re case status and dismissal	900	450
TimeEntry	11/14/2024	0.7	AF	Review JO's draft of the JPA	900	630
TimeEntry	11/14/2024	0.5	AF	Confer with KM re JPA	900	450
TimeEntry	12/20/2024	0.1	AF	Respond to OPC's email re stip to dismiss class claims	900	90
TimeEntry	12/23/2024	0.6	AF	Review and revise stip to dismiss class claims	900	540
TimeEntry	12/23/2024	0.3	AF	Review final draft of the stip; email OPC	900	270
TimeEntry	12/23/2024	0.1	AF	Finalize stip for filing	900	90
TimeEntry	1/3/2025	0.7	AF	Confer with KM and JO re case status and mediation	900	630
TimeEntry	1/3/2025	0.3	AF	Confer with JO re JPA and mediation	900	270
TimeEntry	1/7/2025	0.6	AF	Confer with KM and JO re: mediation	900	540
TimeEntry	1/17/2025	0.5	AF	Review MOU	900	450
TimeEntry	1/17/2025	0.3	AF	Confer with KM re settlement	900	270
TimeEntry	1/21/2025	0.5	AF	Confer with JO and KM re case status	900	450
TimeEntry	4/14/2025	0.2	AF	Confer with JO re settlement	900	180
TimeEntry	4/22/2025	0.9	AF	Review PAGA settlement	900	810
TimeEntry	4/28/2025	0.6	AF	Confer with KM and JO re settlement	900	540
TimeEntry	4/30/2025	0.3	AF	Confer with JO re individual settlement	900	270
TimeEntry	4/30/2025	0.4	AF	Review JO's edits to settlement	900	360

TimeEntry	5/12/2025	0.8 AF	Review further edits to settlement	900	720
TimeEntry	6/10/2025	0.7 AF	Review individual settlement	900	630
TimeEntry	6/30/2025	0.2 AF	Confer with JO re PAGA approval	900	180
Total		15.5h			\$13,950.00

Julie Oh Time Entries

Type	Date	Hours	Attorney	Description	Rate (\$)	Billable (\$)
TimeEntry	4/17/2024	0.2 JO		call with client re: arbitration agreement	700	140
TimeEntry	5/3/2024	1.5 JO		review and revise stip to transfer venue	700	1050
TimeEntry	5/3/2024	0.1 JO		call with client re: case status	700	70
TimeEntry	4/16/2024	1 JO		review arbitration agreement	700	700
TimeEntry	4/16/2024	0.4 JO		confer with AF re: arbitration agreement	700	280
TimeEntry	3/28/2024	2 JO		draft first amended complaint	700	1400
TimeEntry	1/7/2025	0.2 JO		call with client re: mediation	700	140
TimeEntry	1/9/2025	0.1 JO		call with client re settlement	700	70
TimeEntry	4/28/2025	0.2 JO		call with client re: settlement and workers' comp	700	140
TimeEntry	6/11/2025	0.3 JO		review final individual settlement agreement	700	210
TimeEntry	6/11/2025	0.1 JO		call client re: individual settlement agreement	700	70
TimeEntry	6/24/2025	0.1 JO		call with client re: settlement	700	70
TimeEntry	3/29/2024	0.5 JO		Finalize and file FAC	700	350
TimeEntry	4/4/2024	0.1 JO		Reply to OPC's email re: communication regarding this matter and arb agreement	700	70
TimeEntry	4/29/2024	0.1 JO		Email OPC re: arbitration agreement and venue transfer	700	70
TimeEntry	5/2/2024	0.3 JO		Review OPC's draft stipulation re: venue transfer	700	210
TimeEntry	5/3/2024	0.2 JO		Review edits to draft stipulation; send to OPC	700	140
TimeEntry	5/7/2024	0.3 JO		Review OPC's further edits/comments to draft stipulation	700	210
TimeEntry	5/7/2024	0.1 JO		Respond to OPC re: stipulation	700	70
TimeEntry	5/7/2024	0.1 JO		Email OPC executed stipulation	700	70
TimeEntry	2/1/2024	0.3 JO		Confer with AF re: case status	700	210
TimeEntry	4/12/2024	0.2 JO		Call with client re: case status	700	140
TimeEntry	5/9/2024	0.3 JO		Confer with AF re: stip to transfer	700	210
TimeEntry	7/9/2024	0.3 JO		Check notice of transfer fees; contact Ace for payment	700	210
TimeEntry	8/9/2024	0.2 JO		Review and respond to OPC's email re: responsive pleading deadline	700	140
TimeEntry	8/13/2024	0.6 JO		Review and revise draft stipulation to stay responsive pleading deadline	700	420
TimeEntry	7/2/2024	0.4 JO		Confer with KM and AF re: case status	700	280
TimeEntry	4/30/2024	0.4 JO		Confer with KM re: transfer and arbitration	700	280
TimeEntry	8/26/2024	0.1 JO		respond to OPC's email re: transfer	700	70
TimeEntry	8/26/2024	0.3 JO		Check the status of transfer with SB court	700	210
TimeEntry	8/26/2024	0.3 JO		Confer with AF re: case status	700	210
TimeEntry	8/26/2024	0.3 JO		Confer with JO re case status	700	210
TimeEntry	8/30/2024	0.2 JO		Review Defendant's CMC Statement	700	140
TimeEntry	8/30/2024	0.3 JO		Check with SB Court re: hearing and transfer	700	210
TimeEntry	9/6/2024	0.3 JO		Confer with SD re: update on case transfer	700	210
TimeEntry	10/15/2024	0.1 JO		respond to OPC's email re: transfer, Avila case, and mediation	700	70
TimeEntry	10/15/2024	0.5 JO		confer with KM and AF re: Avila case and mediation	700	350
TimeEntry	10/22/2024	0.2 JO		Check status of transfer	700	140
TimeEntry	10/28/2024	0.2 JO		Check status of transfer	700	140
TimeEntry	10/31/2024	0.4 JO		Confer with KM and AF re: JPA; mediation	700	280
TimeEntry	11/6/2024	0.2 JO		Confer with AF re: JPA and mediation	700	140
TimeEntry	11/6/2024	0.1 JO		Email OPC re: mediation and venue transfer	700	70
TimeEntry	11/14/2024	0.5 JO		Confer with AF re: case update; arbitration; dismissing class claims	700	350
TimeEntry	11/14/2024	0.1 JO		Email OPC re: dismissal of class claims	700	70
TimeEntry	11/14/2024	0.1 JO		Email co-counsel re: mediation	700	70
TimeEntry	11/14/2024	0.1 JO		Email co-counsel re: information for mediation brief	700	70
TimeEntry	11/14/2024	0.1 JO		Email co-counsel re: JPA	700	70
TimeEntry	11/14/2024	1.5 JO		Prepare JPA	700	1050
TimeEntry	11/15/2024	0.1 JO		Email JPA to co-counsel	700	70
TimeEntry	11/15/2024	0.4 JO		Review co-counsel's edits to JPA	700	280
TimeEntry	11/21/2024	0.1 JO		Email co-counsel re: JPA	700	70
TimeEntry	11/21/2024	0.6 JO		Revise JPA and send to co-counsel	700	420
TimeEntry	11/21/2024	0.2 JO		Review final version of JPA	700	140
TimeEntry	11/25/2024	0.4 JO		Confer with KM re: JPA	700	280
TimeEntry	11/25/2024	0.1 JO		Call client re: JPA	700	70
TimeEntry	11/25/2024	0.1 JO		Send JPA to client via Docusign	700	70

TimeEntry	11/27/2024	0.2 JO	Check on client's signature on JPA; confer with NZ re: same	700	140
TimeEntry	12/2/2024	0.1 JO	Review signed JPA	700	70
TimeEntry	12/2/2024	0.1 JO	Send executed JPA to co-counsel	700	70
TimeEntry	12/4/2024	0.1 JO	Respond to co-counsel's email re: scheduling a call	700	70
TimeEntry	12/5/2024	0.1 JO	email co-counsel re: call	700	70
TimeEntry	12/5/2024	0.1 JO	email co-counsel re: call	700	70
TimeEntry	1/3/2025	0.1 JO	Email co-counsel to schedule a call	700	70
TimeEntry	1/3/2025	0.7 JO	Confer with KM and AF re mediation and JPA	700	490
TimeEntry	1/3/2025	0.3 JO	Confer with AF re: call with co-counsel and mediation	700	210
TimeEntry	1/3/2025	0.3 JO	Confer with AF re: call with co-counsel and mediation	700	210
TimeEntry	2/19/2025	0.4 JO	Review AT's draft of notice of ruling	700	280
TimeEntry	2/12/2025	0.1 JO	Follow up with OPC re long form	700	70
TimeEntry	2/6/2025	0.2 JO	Request bids from third-party administrators	700	140
TimeEntry	2/6/2025	0.1 JO	Email OPC re admin bids	700	70
TimeEntry	2/5/2025	0.1 JO	email OPC re getting bids from administrators	700	70
TimeEntry	2/4/2025	0.1 JO	follow up with OPC re draft long form	700	70
TimeEntry	1/24/2025	0.8 JO	Review and revise draft SAC; send to co-counsel	700	560
TimeEntry	1/23/2025	0.1 JO	Email OPC re: initial draft of the settlement	700	70
TimeEntry	1/22/2025	0.1 JO	Email co-counsel Plaintiff's FAC and PAGA letter	700	70
TimeEntry	1/22/2025	0.1 JO	Email OPC re dismissal of Juarez case	700	70
TimeEntry	1/21/2025	0.5 JO	Confer with AF and KM re: MOU and dismissal	700	350
TimeEntry	1/20/2025	0.1 JO	Send signed MOU to OPC and co-counsel	700	70
TimeEntry	1/20/2025	0.1 JO	Review signed JPA	700	70
TimeEntry	1/17/2025	0.1 JO	Call with client re: settlement	700	70
TimeEntry	1/17/2025	0.4 JO	Review final MOU	700	280
TimeEntry	1/14/2025	0.5 JO	Review co-counsel's edits to MOU	700	350
TimeEntry	1/9/2025	0.4 JO	Confer with KM re case status	700	280
TimeEntry	1/8/2025	4 JO	Attend mediation	700	2800
TimeEntry	1/7/2025	0.6 JO	Confer with AF and KM re: mediation	700	420
TimeEntry	1/8/2025	0.2 JO	Review mediator's email re: settlement terms	700	140
TimeEntry	1/6/2025	1.2 JO	Review and revise co-counsel's draft of mediation brief	700	840
TimeEntry	1/6/2025	0.5 JO	Confer with KM re: mediation analysis	700	350
TimeEntry	6/3/2025	0.1 JO	Email OPC re individual settlement	700	70
TimeEntry	5/29/2025	0.1 JO	Follow up with OPC re individual settlement	700	70
TimeEntry	5/16/2025	0.7 JO	Make further edits to individual settlement	700	490
TimeEntry	4/29/2025	0.4 JO	Confer with KM re individual settlement and worker's comp	700	280
TimeEntry	4/30/2025	1.1 JO	revise individual settlement; send to OPC	700	770
TimeEntry	4/30/2025	0.3 JO	Confer with AF re individual settlement	700	210
TimeEntry	5/12/2025	0.1 JO	Follow up with OPC re individual settlement	700	70
TimeEntry	5/13/2025	0.1 JO	Email OPC re Individual settlement and Worker's Comp claim	700	70
TimeEntry	5/12/2025	1.4 JO	Review OPC's draft of individual settlement	700	980
TimeEntry	5/12/2025	0.1 JO	Review draft joint report	700	70
TimeEntry	4/28/2025	1.5 JO	Review and revise individual settlement; send to co-counsel	700	1050
TimeEntry	4/28/2025	0.6 JO	Confer with KM and AF re: settlement	700	420
TimeEntry	4/22/2025	0.1 JO	send signed PAGA settlement to OPC	700	70
TimeEntry	4/21/2025	0.2 JO	Confer with AT settlement execution	700	140
TimeEntry	5/7/2024	0.6 JO	Confer with KM and AF re: venue transfer; case strategy	700	420
TimeEntry	4/4/2024	0.1 JO	Email OPC re arbitration agreement and venue	700	70
TimeEntry	4/16/2024	0.3 JO	Confer with KM re case	700	210
TimeEntry	4/29/2024	0.5 JO	Confer with AF re arbitration agreement and venue	700	350
TimeEntry	5/3/2024	0.6 JO	Review and revise stip to transfer venue; send to OPC	700	420
TimeEntry	5/7/2024	0.3 JO	Confer with AF re: stip to transfer venue	700	210
TimeEntry	5/8/2024	0.1 JO	Email OPC re finalized stipulation	700	70
TimeEntry	6/6/2024	0.3 JO	Confer with AF re: status of transfer	700	210
TimeEntry	7/30/2024	0.2 JO	check on status of transfer	700	140
TimeEntry	8/5/2024	0.1 JO	Check on payment of transfer fees	700	70
TimeEntry	4/14/2025	0.8 JO	Review draft long form; confer with AF re same	700	560
TimeEntry	4/16/2025	0.1 JO	Confer with AT re joint report	700	70
TimeEntry	4/17/2025	0.2 JO	Review OPC's edits to joint report	700	140
TimeEntry	6/30/2025	0.2 JO	Confer with AF re PAGA approval motion	700	140
TimeEntry	7/17/2025	0.3 JO	Confer with JCO re declaration for PAGA approval	700	210
TimeEntry	7/8/2025	1.7 JO	Review and redline JCO's draft of PAGA approval declaration	700	1190
TimeEntry	7/9/2025	0.1 JO	Respond to OPC re individual settlement check	700	70
TimeEntry	7/14/2025	0.1 JO	Email OPC re confirming receipt of check	700	70

Total	44.7h	\$31,290.00
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EXHIBIT 5

Activities Export

08/07/2025

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/18/2025	\$	One Legal - SC Statement ● Unbilled	02372-Juarez Juarez v. BEHR Process Corporation (SR)	Support Account	1.00	\$17.20	-	\$17.20
02/20/2025	\$	One Legal - Notice of Hearing ● Unbilled	02372-Juarez Juarez v. BEHR Process Corporation (SR)	Support Account	1.00	\$1,053.36	-	\$1,053.36
01/08/2025	\$	Berger Consulting Group; Wire Payment; KM ● Unbilled	02372-Juarez Juarez v. BEHR Process Corporation (SR)	Support Account	1.00	\$3,245.00	-	\$3,245.00
11/19/2024	\$	OC Court - Docs Purchased ● Unbilled	02372-Juarez Juarez v. BEHR Process Corporation (SR)	Support Account	1.00	\$1.50	-	\$1.50
10/17/2024	\$	Orange County SC - Docs Purchased ● Unbilled	02372-Juarez Juarez v. BEHR Process Corporation (SR)	Support Account	1.00	\$9.00	-	\$9.00
08/08/2024	\$	ACE - Transfer Fees \$50 to SB & \$435 to Orange County, plus fees ● Unbilled	02372-Juarez Juarez v. BEHR Process Corporation (SR)	Support Account	1.00	\$691.00	-	\$691.00
07/16/2024	\$	SB Court ● Unbilled	02372-Juarez Juarez v. BEHR Process Corporation (SR)	Support Account	1.00	\$2.50	-	\$2.50
04/26/2024	\$	One Legal ● Unbilled	02372-Juarez Juarez v. BEHR Process Corporation (SR)	Andrea Marin	1.00	\$20.68	-	\$20.68
04/09/2024	\$	Ace ● Unbilled	02372-Juarez Juarez v. BEHR Process Corporation (SR)	Andrea Marin	1.00	\$53.00	-	\$53.00
							\$0.00 0.00h	\$6,854.99 0.00h

Activities Export

08/07/2025
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/21/2024	\$	Ace ● Unbilled	02372-Juarez Juarez v. BEHR Process Corporation (SR)	Andrea Marin	1.00	\$1,686.75	-	\$1,686.75
01/21/2024	\$	PAGA ● Unbilled	02372-Juarez Juarez v. BEHR Process Corporation (SR)	Andrea Marin	1.00	\$75.00	-	\$75.00
							\$0.00 0.00h	\$6,854.99 0.00h