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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

NOEL PADILLA, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

UNISERVE FACILITIES SERVICES
CORPORATION, a California corporation; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 24STCV00118

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, (5) the Declaration of Susana Valdovinos,
and (6) [Proposed] Judgment]

PAGA APPROVAL HEARING:

Date: June 5, 2026

Time: 11:00 a.m.

Dept.: 11

Judge: Honorable David S. Cunningham

Action filed: January 3, 2024

FAC filed: February 23, 2024

Trial date: Not set

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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 Plaintiff Noel Padilla (“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 Private Attorneys General Act Settlement Agreement (the "Settlement") entered into with Defendant Uniserve Facilities Services Corporation ("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 *Court-Approved Notice of PAGA Settlement* to be mailed to Aggrieved Employees with Individual PAGA Payments following settlement approval and Defendant's full settlement funding. A true and correct copy of the redlined version of the Settlement showing the changes from the Los Angeles County Superior Court PAGA model settlement is attached hereto as **Exhibit 2**.

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 himself and all individuals who worked for Defendant in California as hourly, non-exempt employees at any time during the PAGA Period (“Aggrieved Employees”). (Settlement, ¶ 1.4.) For purposes of settlement, the “PAGA Period” is December 20, 2022, through January 30, 2026. (Settlement, ¶ 1.22.)

CASE BACKGROUND AND PROCEDURAL HISTORY

4. Defendant provides custodians to contracted locations such as LAX, Fedex, the Getty, Santa Monica Pier and several Los Angeles County affiliated locations. Plaintiff worked for Defendant approximately from November 2014 to August 2024 as a Janitor. Throughout his employment, Plaintiff was classified as non-exempt and paid on an hourly basis. Plaintiff contends he and his former coworkers were subjected to the same or similar unlawful labor practices during their employment by Defendant, including failure to pay all wages.

1 5. Plaintiff's claims for unpaid wages stem from allegations that Defendant failed to compensate
2 all employees for off-the-clock work, including time required to wait in line in order to clock into work,
3 undergo COVID screening checks, and pass security checks, and engaged in rounding practices that resulted
4 in underpayment to Plaintiff and Aggrieved Employees. Plaintiff's meal and rest period claims are based on
5 allegations that due to the nature of their work and Defendant's employment practices, employees regularly
6 experienced missed, untimely, or interrupted breaks, and that Defendant failed to provide any premiums for
7 non-compliant rest breaks or all premiums for non-compliant meals. Plaintiff also alleges that Defendant
8 failed to reimburse employees for all reasonable and necessary business expenses incurred, including
9 expenses incurred for the use of employees' personal cellphone and the purchase of earplugs, safety vests,
10 and facemasks for work purposes. Plaintiff further alleges he and other employees did not receive all wages
11 owed at the time of termination nor accurate itemized wage statements due to Defendant's failure to pay all
12 wages and premiums. Accordingly, Plaintiff alleges Defendant is liable for civil penalties under PAGA.

13 6. Because of the foregoing alleged violations of the Labor Code, Plaintiff filed a Class Action
14 Complaint on January 3, 2024, alleging Defendant systematically: (1) failed to pay minimum wages, (2) failed
15 to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest
16 breaks, (5) failure to indemnify necessary business expenses, (6) failed to timely pay final wages at
17 termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business
18 practices.

19 7. Pursuant to PAGA, on December 17, 2023, Plaintiff submitted notice of the alleged Labor Code
20 violations to the California Labor and Workforce Development Agency (the "LWDA"), with certified mail
21 service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff's PAGA Notice is
22 attached hereto as **Exhibit 3**. The administrative exhaustion period under PAGA expired without the LWDA
23 indicating any intent to investigate the allegations. On February 23, 2024, Plaintiff filed a First Amended
24 Class and Representative Action Complaint to allege a ninth cause of action for civil penalties under PAGA
25 (the "Operative Complaint"). Accordingly, Plaintiff is duly authorized to act as a private attorney general
26 with respect to the PAGA claims involved in this action.

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

9. On March 14, 2024, due to an enforceable arbitration agreement between the Parties, Plaintiff dismissed the class allegations from the First Amended Complaint.

10. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Defendant argues all employees were properly paid for all hours worked and that it did not require or permit employees to work off-the-clock. Defendant argues that its payroll, timekeeping and time-rounding practice are neutral on its face and in compliance with California law. Defendant maintains 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. To the extent employees received wage statements that were allegedly inaccurate, Defendant argues penalties are not warranted because employees suffered no actual damage or harm as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12-05860 CRB, 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) 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. (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED CV 11-298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendant claims it did not engage in any unfair business practices and denies liability under PAGA. Defendant also maintains the claims are not susceptible to proof on a representative basis because of the individualized and varying nature of each employee's experience, making this matter unmanageable.

DISCOVERY AND INVESTIGATION

11. Before initiating arbitration of Plaintiff's individual claims, the Parties agreed to a mediation of the representative PAGA claims. The Parties engaged in formal and informal discovery prior to mediation. Prior to mediation, Defendant's Counsel also deposed Plaintiff, and Plaintiff's Counsel deposed two persons most knowledgeable on behalf of Defendant. Defendant provided information and

documents, which 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 his 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 approximately 18% of all Aggrieved Employees.

12. Prior to mediation, Plaintiff's Counsel reviewed and analyzed all 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 to analyze the time/pay records and prepare a damage analysis prior to mediation. The time/pay records contained 14,422 shifts actually worked (roughly 5% of all shifts), 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 his 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 October 3, 2025, the Parties participated in a full day of private mediation facilitated by Deborah Saxe, Esq., an experienced PAGA action mediator. The negotiations were at arm's length and although conducted in a professional matter, were adversarial. Both sides went into the 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. Negotiations were protracted, with extended discussions and instances in which it appeared the Parties would not reach a resolution. A settlement was not reached at mediation. Following continued settlement discussions after mediation, including discussions 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 at issue.

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 his Counsel also considered the risk and uncertainty of the

1 outcome inherent in any litigation when determining whether this Settlement was the correct option. In
2 sum, Plaintiff and his Counsel believe the proposed Settlement is in the best interests of Aggrieved
3 Employees and the LWDA.

4 15. In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the
5 proposed Settlement has been submitted to the LWDA along with a copy of Plaintiff's motion and the hearing
6 date. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit**
7 **4**. To date, the LWDA has not indicated any objection to the Settlement.

8 KEY TERMS OF SETTLEMENT

9 16. Gross Settlement Amount, Funding, Disbursement, and Uncashed Checks. The Gross
10 Settlement Amount ("GSA") is \$600,000.00, subject to potential increase under an Escalator Clause, and is
11 non-reversionary. (Settlement, ¶ 3.1.) Defendant shall fund the GSA by transmitting the funds to the
12 Administrator no later than fourteen (14) calendar days after the Court enters Judgment on its Approval Order,
13 and the Judgment is final. (*Id.* at ¶ 4.2.) Disbursement will occur within 14 days after Defendant fully funds
14 the GSA. (*Id.* at ¶ 4.3.) Any funds remaining uncashed after 180 days from issuance will be transmitted to the
15 California Controller's Unclaimed Property Fund in the name of each individual who failed to cash his or her
16 check prior to the void date. (*Id.* at ¶¶ 4.3.1, 4.3.3.)

17 17. Escalator Clause. The GSA was negotiated based on an estimate that there are 40,000 aggregate
18 PAGA Pay Periods during the PAGA Period of December 20, 2022 to January 30, 2026. (*Id.* at ¶ 8.) The
19 Settlement includes an Escalator Clause whereby should the actual number of PAGA Pay Periods is 44,000
20 or more, Defendant agrees to either (1) increase the GSA by the percentage that the actual number of PAGA
21 Pay Period exceeds 44,000, or (2) end the release period on the date on which the number of PAGA Pay
22 Period reached 44,000 so that there is no increase in the GSA. (*Id.*) Defendant estimates that there are
23 43,560 PAGA Pay Periods in the PAGA Period, so the Escalator Clause has not been triggered.
24 (Declaration of Susana Valdovinos ["Valdovinos Decl."], ¶ 3.)

25 18. PAGA Representative Enhancement Payment. The Settlement includes a PAGA Representative
26 Enhancement Payment to Plaintiff in an amount up to \$7,500.00, payable from the GSA. (*Id.* at ¶ 3.2.2.) This
27 payment is in recognition of Plaintiff's role, services, and risks undertaken as PAGA Representative and
28

1 for his general release of claims. (*Id.*) In the event the amount approved by the Court is less, the difference
2 will be allocated to the Net Settlement Amount. (*Id.* at ¶ 1.17.)

3 19. Attorneys' Fees and Costs. The Settlement includes attorneys' fees in an amount up to one-third
4 of the GSA (i.e., at least \$200,000), plus reimbursement for out-of-pocket litigation costs not to exceed
5 \$25,000.00, payable to Plaintiff's Counsel from the GSA. (*Id.* at ¶ 3.2.1.) In the event actual costs are less
6 and/or the amount of fees and costs approved by the Court are less than the amounts requested, the difference
7 will be allocated to the Net Settlement Amount. (*Id.*) My firm has incurred \$18,054.46 in total litigation costs.
8 A true and correct copy of a report showing these costs is attached hereto as **Exhibit 5.**

9 20. Administration Costs. The Settlement provides an Administration Expenses Payment to the
10 Administrator, payable from the GSA, in an amount up to \$7,000.00, for its fees and expenses in
11 administering this Settlement. (*Id.* at ¶ 3.2.3.) In the event the amount of actual administration costs is less
12 and/or the amount approved by the Court is less than requested, the difference will be allocated to the Net
13 Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action Administration Solutions
14 ("Phoenix") as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.2, 7.1.) A true and correct copy of
15 Phoenix's bid for \$7,000.00 is attached hereto as **Exhibit 6.**

16 21. Net Settlement Amount. After deducting the PAGA Representative Enhancement Payment,
17 PAGA Counsel Fees and Expenses Payments, and Administration Expenses Payment from the GSA, in the
18 amounts specifically approved by the Court, any difference in the amounts requested and the amounts
19 awarded will be allocated to the Net Settlement Amount as PAGA Penalties. (*Id.* at ¶ 1.17.) Accordingly, the
20 Net Settlement Amount is estimated to be no less than **\$367,445.54**,¹ which will be distributed 75% (i.e., no
21 less than $75\% * \$367,445.54 = \$275,584.15$) to the LWDA and 25% (i.e., no less than $25\% * \$367,445.54 =$
22 **\$91,861.39**) to Aggrieved Employees pursuant to PAGA law governing Plaintiff's claims.²

23
24 ¹ The estimated Net Settlement Amount was calculated by deducting the following amounts from the
25 GSA (\$600,000): \$7,500.00 for the PAGA Representative Enhancement Payment, \$18,054.46 for the PAGA
Counsel Expenses Payment, \$200,000.00 for the PAGA Counsel Fees Payment, and \$7,000.00 for the
Administration Expenses Payment. (*See* Settlement, ¶ 3.2.)

26 ² On July 1, 2024, new legislation was enacted to amend PAGA in several respects, including as to
27 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%-aggrieved employee split. (Lab. Code § 2699(m).)
28 However, this provision does not apply retroactively prior to June 19, 2024. (*Id.* at § 2699(v)(1).) In other
words, because Plaintiff's PAGA Notice was submitted prior to June 19, 2024, any civil penalties recovered

1 22. Individual PAGA Payments. Each Aggrieved Employee will be entitled to his or her pro rata
2 amount from the 25% share of PAGA Penalties that is directly proportional to the number of pay periods
3 worked in the PAGA Period without having to submit any claim form. (*Id.* at ¶¶ 3.1, 3.2.4.1.) This results in
4 an average Individual PAGA Payment of roughly **\$118.53** for each of the estimated 775 Aggrieved
5 Employees (\$91,861.39/ 775), and a PAGA Pay Period value of **\$2.30³** for each of the 40,000 estimated
6 PAGA Pay Periods (\$91,861.39/ 40,000). Individual PAGA Payments will be allocated to 100% penalties
7 for tax purposes. (*See id.* at ¶ 3.2.4.1.)

8 23. Releases of Claims. The Released PAGA Claims will be effective on the date Defendant fully
9 funds the GSA. (*Id.* at ¶ 5.) The release of claims is limited (i) all PAGA claims asserted in the Operative
10 Complaint and PAGA Notice, (ii) all PAGA claims that could have reasonably been asserted in the Operative
11 Complaint and PAGA Notice, and (iii) all PAGA claims arising out of the same operative facts alleged in the
12 Operative Complaint and PAGA Notice. (*Id.* at ¶ 5.2.) The “Released Parties” are “Defendant and each of
13 its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
14 successors, assigns, subsidiaries, affiliates, employees, agents, and any other individual or entity that could
15 be liable for any of the Released Claims.” (*Id.* at ¶ 1.28.)

16 24. Related Cases. To the best of my knowledge, I am not aware of any individual, representative,
17 or class action in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted
18 in this action on behalf of a class or group of individuals who would also be Aggrieved Employees, as defined
19 in this matter, other than the two following cases: 1) *Estudillo v. Uniserve Facilities Services Corporation*,
20 filed on February 11, 2025, in the Superior Court of State of California, County of Los Angeles, Case No.
21 25STCV03871 (“*Estudillo* PAGA Action”); and 1) *Estudillo v. Uniserve Facilities Services Corporation*,
22 filed on December 5, 2024, in the Superior Court of State of California, County of Los Angeles, Case No.
23 24STCV32147 (“*Estudillo* Class Action,” together with the *Estudillo* PAGA Action, the “*Estudillo* Actions”).
24 The *Estudillo* Actions and this Action are deemed related under California Rules of Court, rule 3.300(a). The
25 *Estudillo* PAGA Action is a representative action that alleges Defendant violated PAGA. As such, the putative

26 _____
27 in this action will be split according to prior PAGA law (i.e., 75% to the LWDA and 25% to Aggrieved
28 Employees).

³ Based on 43,560 PAGA Pay Periods, the PAGA Pay Period value is approximately \$2.11.

1 group of aggrieved employees in the *Estudillo* PAGA Action overlaps with the Aggrieved Employees as
2 defined in this Settlement. However, this Action was filed prior to the *Estudillo* Actions and should take
3 priority. Additionally, Plaintiff Estudillo filed a Notice of Settlement on April 10, 2026 in both *Estudillo*
4 Actions, and Plaintiff's Counsel was informed by Defendant's Counsel that the *Estudillo* Actions have been
5 resolved on an individual basis, including resolution of Plaintiff Estudillo's individual PAGA claim. I have
6 come to the foregoing conclusion after a reasonable inquiry and review of the LWDA's PAGA Case
7 Search website, this Court's case search website, and other information reasonably available online.

8 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

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

20 26. Because Defendant did not require employees to record rest periods, there are no records to
21 establish the rest period claim on the merits. Additionally, there are no records to establish the off-the-clock
22 work claim on the merits. Rather, proof of these claims would need to be supported by declarations from
23 Aggrieved Employees regarding missed rest periods and off-the-clock work as the records themselves
24 cannot demonstrate what breaks were missed, when, and why and they cannot demonstrate the time, if any,
25 Aggrieved Employees spent working off the clock.

26 27. Indeed, the maximum exposure figures that were calculated for mediation were based on
27 assumed high violation rates that would not likely be demonstrated at trial, as they assume either the
28 participation of all Aggrieved Employees (which would be difficult given the particularly large 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 Aggrieved 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 Aggrieved 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 rounding and meal period claims, our analysis found that Defendant's exposure is less than initially believed. While a review of the time and pay records by Plaintiff's expert showed a 92.9% violation rate for meal periods, the records also showed that nearly each violation was accompanied by a meal waiver. Defendant also argues that the violation rate is based on a non-representative sample. Defendant's expert review and analysis of its time and pay records showed a significantly lower potential meal period violation rate of 30.1%, more than half of which were explained by unique circumstances specific to certain job sites. Defendant also argues that its use of meal waivers indicate that it did not fail to provide Aggrieved Employees with meal breaks. Defendant also argues that many meal breaks were taken and, where a violation appears, it was a result of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the fifth hour, or to stop his or her break early to return to work. As to the rounding issue, Plaintiff's expert found that Aggrieved Employees were underpaid on average 1.4 minutes per shift, affecting approximately 36% of pay periods. Defendant also argued that it did not have a rounding policy, and that any perceived rounding on the timekeeping records was done by the employees who handwrote their timekeeping records, and was otherwise neutral on its face as it resulted in overpayment to its employees.

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

1 provides for a maximum \$100 penalty for each pay period. (Lab. Code § 2699(f)(2)(A)–(B).) Moreover,
2 Plaintiff’s Counsel believe it would be unrealistic to expect the Court to award the full (penalty-stacked)
3 exposure given the discretionary nature of awarding penalties and given Defendant’s defenses, including that
4 any failure to pay premiums or for off-the-clock work was not knowingly or willfully done, and additionally,
5 to the extent employees received wage statements that were allegedly inaccurate, employees suffered no
6 actual resulting damage or harm. Moreover, awarding the full penalties amount would likely raise Due
7 Process concerns.

8 31. For the foregoing reasons, the *realistic* exposure is thus far below the *optimistic* claim by claim
9 estimate.

10 32. Based on the foregoing, Plaintiff’s Counsel believe it is more reasonable to assess penalties on
11 a \$100 civil penalty per pay period basis pursuant to Labor Code § 2699(f)(2)(A) for each of the estimated
12 40,000 pay periods as estimated at mediation, as opposed to a claim-by-claim approach. Accordingly,
13 Plaintiff’s Counsel estimate Defendant’s maximum PAGA exposure to be **\$4,000,000.00** (\$100 x 40,000).
14 However, based on the discovery, Defendant’s arguments at mediations and continued settlement
15 discussions, an understanding that the claims are heavily dependent on the unlikely participation by
16 Aggrieved Employees and their varying employment experience, and other important considerations
17 discussed above, it is reasonable to assume a violation occurred in at most one-third of all pay periods,
18 which results in a realistic (*risk-adjusted*) exposure of **\$1,333,333.33** (\$4,000,000 / 3). As a result, the GSA
19 of \$600,000 represents roughly **45%**⁴ of the realistic exposure (\$600,000 / \$1,333,333.33).

20 33. The proposed Settlement therefore represents a substantial recovery when compared to the
21 reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in
22 continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is
23 clear the GSA of \$600,000 is within the “ballpark” of reasonableness, and that settlement approval is
24 appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133; *see Munoz v. BCI*
25 *Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar* does not require
26

27 ⁴ Based on 43,560 PAGA Pay Periods currently estimated, the realistic exposure value is
28 \$1,452,000.00. The GSA represents 41% of this value.

1 “an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its
2 claims,” but instead, only an “understanding of the amount that is in controversy and the realistic range of
3 outcomes of the litigation”].)

4 34. The \$600,000 GSA amounts to “genuine and meaningful” relief. This is an excellent result,
5 particularly because, under the Settlement, Aggrieved Employees and the LWDA will receive timely,
6 guaranteed relief and will avoid the risk of not being able to recover anything at all.

7 35. The Settlement is a fair and reasonable resolution that satisfies PAGA’s dual statutory purposes
8 of deterrence and punishment, on the one hand, and providing Aggrieved Employees with genuine and
9 meaningful relief, on the other. As a result of this litigation, Defendant has had to hire legal counsel,
10 engage in employee-wide discovery, and participate in mediation. Assuming approval is granted,
11 Defendant will also have to pay civil penalties pursuant to PAGA. Not including its own attorneys’ fees
12 and costs, Defendant will pay at least \$600,000 to resolve this matter—of which at least **\$367,445.54** is
13 allocated toward PAGA Penalties and will be distributed as 75% to the LWDA and 25% to Aggrieved
14 Employees, in compliance with PAGA law governing the claims in this Action. (*See* Settlement, ¶ 3.2.4.)
15 This amount represents roughly **27.56%** of the realistic exposure for the claims (\$367,445.54 /
16 \$1,333,333.33), as discussed above. Additionally, the release obtained under the Settlement does not
17 preclude Aggrieved Employees from pursuing any individual (non-PAGA) claims they may have against
18 Defendant or the other Released Parties. (*Id.* at ¶ 5.2.)

19 36. Plaintiff’s Counsel have conducted a thorough investigation into the facts of the allegations.
20 Based on discovery and on their own independent investigation and evaluation, Plaintiff’s Counsel are of
21 the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering all
22 known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that could
23 be asserted by Defendant on the merits, Plaintiff’s Counsel respectfully submit that the Settlement is in the
24 best interests of the Aggrieved Employees and the State of California.

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

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

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

11 40. Plaintiff's Counsel took into account the risk of not being able to proceed on a representative
12 basis at all due to the potential manageability issues, the risk of not prevailing at trial, and the risk that even
13 if Plaintiff prevailed at trial, the penalties would be limited due to the largely discretionary nature of
14 awarding PAGA penalties. The provisions of the Labor Code triggering PAGA penalties in this case
15 include Labor Code sections 203, 210, 226, 1197.1, and 2802. However, PAGA penalties are not
16 mandatory, but rather, permissive. (Lab. Code § 2699(e)(2).) Accordingly, it is entirely possible that even
17 if Plaintiff would be successful at trial, assuming he is first able to win on the merits regarding his
18 individual claims at arbitration and then defeat the manageability issues presented at litigation by the
19 large number of Aggrieved Employees in this action, Plaintiff may still be awarded substantially less
20 than what was obtained through the Settlement.

21 41. The Settlement avoids the significant risks, burdens, and the accompanying expense of further
22 litigation. Moreover, Plaintiff would have to proceed with arbitration of his individual claims and win on
23 the merits before proceeding with litigation of the representative PAGA claims. Preparation for trial and
24 the prospect of appeals in the wake of any summary judgment ruling would remain for the Parties. As a
25 result, the Parties would incur considerably more attorneys' fees and costs through trial, a lengthy and
26 uncertain process that could result in recovering less than was settled for.

27 THE ENHANCEMENT AWARD SHOULD BE APPROVED

28 42. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated

1 immensely with my office and has taken many actions to protect the interests of the State of California and
2 the Aggrieved Employees. Plaintiff provided valuable information regarding his hours worked, and what
3 duties were performed during those hours. Plaintiff participated in decisions concerning this action, assisted
4 in preparation for the mediation, and searched for potential witnesses. Before we filed this action, Plaintiff
5 worked with my office to determine the viability of his claims. Plaintiff also provided information and
6 documents relating to his employment with Defendant. The information and documentation provided by
7 Plaintiff was instrumental in establishing the violations alleged in this action, and the recovery provided
8 for under the Settlement would have been impossible to obtain without his participation.

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

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

21 45. In the final analysis, this representative action would not have been possible without the aid of
22 Plaintiff, who put his own time and effort into this litigation and placed himself at risk for the sake of the
23 State of California and the Aggrieved Employees. The requested enhancement payment to Plaintiff for his
24 service as the PAGA Representative is a relatively small amount of money considering the time and effort
25 put into the litigation. For all the foregoing reasons, the requested enhancement to Plaintiff is reasonable.

26 MY EXPERIENCE AND QUALIFICATIONS

27 46. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law
28 School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an

1 Active Member in good standing continuously since then. I have been selected to Super Lawyers each year
2 from 2019 to 2023.

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

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

10 49. My current billing rate is \$950.00 per hour, which is my usual rate in wage-and-hour
11 litigations. This billing rate is reasonable considering my years of experience practicing in the highly
12 specialized area of employment and labor law and my Laffey Matrix rate. (The Laffey Matrix,
13 <http://www.laffeymatrix.com/see.html> [last visited April 15, 2026].) The Laffey Matrix is a “well-
14 established objective source for rates that vary by experience” used by the District of Columbia. (*In re HPL*
15 *Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey
16 Matrix is attached hereto as **Exhibit 7**. California Courts have adjusted the Laffey Matrix rate upwards
17 based on “locality pay differentials” and the location of counsel’s office in California to determine whether
18 counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate
19 based on an approximate difference of 9% between the locality pay differential of the District of Columbia
20 and San Francisco, California, where counsel’s office was located].) To determine the locality pay
21 differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the
22 federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm’s location in Los
23 Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and of the
24 Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%.
25 (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, eff. January 13, 2025, *with* Judiciary Salary
26 Plan of Washington-Baltimore-Arlington, eff. January 13, 2025.) True and correct copies of the Los
27 Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit**
28 **8** and **Exhibit 9**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix

rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (See Ex. 7.) Accordingly, my billing rate of \$950 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).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

52. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice has focused on advocating for the rights of employees at the trial-court and appellate level. Prior to roughly June 2018, with the exception of a handful of cases, his practice focused on individual FEHA and wrongful termination claims, as well as individual wage-and-hour claims. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage-and-hour class and PAGA representative actions.

53. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual rate in wage-and-hour litigations. Based on Mr. Feghali's 12 years of experience out of law school, his Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (*See* Ex. 7.) As compared to the Laffey Matrix rate and when considering his significant wage-and-hour class action experience, Mr. Feghali's billing rate of \$900 per hour is reasonable.

54. During Mr. Feghali's tenure with Moon Law Group, PC, he has played a critical role in obtaining outstanding results for employees who have been wronged by their employers. Mr. Feghali's litigation experience includes, but is not limited to:

- (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on all causes of action following contested briefing in a wage-and-hour class action.
- (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken under submission by the Court on February 3, 2022.

- (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397), which is not currently scheduled for hearing.
- (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No. 19STCV44400), which was granted, in part, and denied, in part, in October 2022.
- (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV 20-1448 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage-and-hour class alleging that Plaintiff's claims were pre-empted by the Labor Management Relations Act.
- (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.
- (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 13, 2018) No. 2:17-cv-09056-RSWL-MRWx, 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the individual defendant, who was alleged to have harassed the plaintiff under FEHA, was a proper defendant.
- (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has resolved or assisted in the resolution of approximately 100 cases which has resulted in millions of dollars of unpaid wages being returned to low-wage employees.
- (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.

55. 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).

HYUNJIN KIM'S EXPERIENCE AND QUALIFICATIONS

56. Until recently, Hyunjin Kim was an associate attorney at Moon Law Group, PC. Ms. Kim represented employees in all aspects of employment litigation, including wage and hour class and representative actions involving claims related to overtime and minimum wages, meal and rest break violations, improper wage statements, PAGA, and unfair business practices.

57. Ms. Kim received her Bachelor of Science in Food Science and Nutrition from Seoul National University in South Korea and her Juris Doctorate from Georgetown University Law Center. Ms. Kim has

1 been a member in good standing with the California State Bar since November 2022. Additionally, Ms. Kim
2 is a member in good standing in the United States District Court for the Central District.

3 58. Ms. Kim's billing rate was \$675.00 per hour, which was her usual hourly rate for wage and hour
4 litigations. Based on Ms. Kim's nearly 4 years of experience, her Laffey Matrix rate with a 2.5% adjustment
5 is \$640.63 ($\$625 + (2.5\% \times \$625)$) per hour. (*See Ex. 7.*) As compared to the Laffey Matrix rate and when
6 considering her experience, Ms. Kim's billing rate of \$675.00 per hour is reasonable.

7 59. Ms. Kim's litigation experience includes, but is not limited to:

8 (a) Ms. Kim prepared the appellate supplemental brief for *Sanchez v. MC Painting*, in the
9 Fourth Appellate District in the Court of Appeal of the State of California, No. D078817,
10 on the issue of the enforceability of the defendant's arbitration agreement as to the plaintiff's
11 PAGA claim, which has been under submission since December 2023.

12 (b) Ms. Kim prepared the class certification motion for *Perez v. CR Laurence Co. Inc.*, in the
13 Los Angeles Superior Court Case No. 20STCV32484, which has been granted in part and
14 denied in part in February 2024.

15 (c) Ms. Kim successfully remanded a case from the United States District Court for the Central
16 District of California to the San Bernardino County Superior Court, Case No.,
17 CIVSB2132323.

18 60. Furthermore, a selection of settled class actions that have received preliminary and/or final
19 settlement approval and PAGA-only approved settlements in which Ms. Kim assisted includes the
20 following: *Alkaddomui v. Fremont Automotive Acquisition* (Alameda County No. RG21106760) (\$137,500
21 for 240 aggrieved employees); *Arriaga v. Airline Tech Reps, LLC, et al.* (Los Angeles County No.
22 21STCV45061) (\$550,000.00 for approx. 289 class members); *Avila v. QRM Corp. et al.* (San Diego
23 County, No. 37-2022-00012692-CU-OE-CTL) (\$400,000.00 for approx. 150 class members); *Guerra v.*
24 *Buffalo Spot 2 AZ, LLC, et al.* (Los Angeles County No. 22STCV16054) (\$260,000.00 for approx. 615
25 class members); *Guillen v. Kerr Corporation* (Orange County, No. 30-2021-01217243-CU-OE-CXC)
26 (\$550,000.00 for 232 class members); *Herrera v. The Lloyd Pest Control Co.* (San Diego County No. 37-
27 2018-0005210-CU-OE-CTL) (\$150,000.00 for approx. 574 aggrieved employees); *Irons v. Sumitomo*
28 *Electric Interconnect Products, Inc.* (San Diego County, No. 37-2021-00035431-CU-OE-CTL) (\$825,000

for approx. 363 class members); *Martinez v. High Desert Auto Supply, Inc.* (San Bernardino County No. CIVSB2206780) (\$450,000.00 for approx. 163 class members); *Phakhailathvone v. Orange Crush Athletics, et al.* (Sacramento County, No. 34-2021-00308178-CU-OE-GDS) (\$400,000.00 for 1,333 class members); *Porter Brown v. Acrisure of California, LLC* (Orange County No. 30-2022-01276438-CU-OE-CXC) (\$3,997,500.00 for approx. 1,185 class members); *Scott v. Polly's Inc., et al.* (Los Angeles County No. 21STCV09769) (\$185,000.00 for approx. 1,853 aggrieved employees); *Vazquez v. St. Mar 2.0 Incorporated, et al.* (San Diego County No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000 for 3,003 class members); *Yaqub v. Spoelstra LLC* (San Bernardino County, No. CIVSB2132322) (\$250,000.00 for 161 class members).

PAGA COUNSEL'S EXPERIENCE AND QUALIFICATIONS

61. 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. Including myself, Moon Law Group, PC is currently comprised of roughly 35 attorneys, all of whom 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, the substantive (state and federal) and procedural law of which is frequently.

62. 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.

63. 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.

64. I do not believe that I or any other attorneys of my firm have any conflicts of interest with the named Plaintiff, Aggrieved 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 Aggrieved Employees.

REQUEST FOR ATTORNEYS' FEES AND COSTS

65. In line with the Settlement, my firm requests an award of attorneys' fees in an amount of one-third of the GSA (i.e., \$200,000.00), plus reimbursement for actual litigation costs in the amount of \$18,054.46. (*See Settlement, ¶ 3.2.1.*)

66. 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.

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

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Attorney	Rate	Hours	Lodestar
Kane Moon	\$950.00	18.3	\$17,835.00
Allen Feghali	\$900.00	26.7	\$24,030.00
Hyunjin Kim	\$675.00	97.6	\$65,880.00
	Total:	142.6	\$107,295.00

68. 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

1 obtain and monitor approval of the Settlement and requested awards, oversee the settlement administration
2 process and distribution of funds, respond to inquiries, and communicate with Plaintiff regarding the case. I
3 estimate that my office will commit *no less than* 10 hours, although likely more time, to these additional tasks,
4 which are hours not included in the foregoing lodestar total. My office also bears the risk of taking whatever
5 actions are necessary if Defendant fails to pay. At my \$950 hourly rate, these additional 10 hours results in a
6 lodestar of **\$9,500.00**.

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

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

19 (a) Number of Hours Expended by My Office is Reasonable: As set forth in this declaration,
20 my office expended a significant amount of time litigating the case to achieve an excellent
21 result on behalf of the Aggrieved Employees. To date, my office has spent no less than **142.6**
22 **hours** litigating this case. In the event the Court grants settlement approval, my office will
23 spend additional time related to this litigation, including to monitor administration of the
24 settlement after approval, committing no less, although likely more, than **10** hours to those
25 additional tasks. The number of hours that my office has and will devote to this case is
26 reasonable. (*See, e.g., Ketchum III v. Moses* (2001) 24 Cal.4th 1122, 1133 [fee award should
27 be fully compensatory and, “absent circumstances rendering the award unjust, an attorney
28 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; *Caudle v. Bristow Optical Co.* (9th Cir. 2000) 224 F.3d 1014, 1028; *Cabrales v. Cty. of L.A.* (9th Cir. 1991) 935 F.2d 1050, 1052–53.) 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 Aggrieved 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 [quoting *Barjon v. Dalton* (9th Cir. 1997) 132 F.3d 496, 502].) 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; *Blanchard v. Bergeron* (1989) 489 U.S. 87, 96.) 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 trial court may “find hourly rates reasonable based on evidence of other courts approving similar rates.” (*Parkinson v. Hyundai Motor Am.* (C.D. Cal. 2010) 796 F.Supp.2d 1160, 1172.) The attorneys at Moon Law Group, PC are experienced litigators who specialize in employment law, with a substantial wage-and-hour class action practice. The hourly rates of each attorney are also reasonable as compared to their respective Laffey Matrix rates as explained *supra*. Moreover, these rates are not opposed or challenged, and have been approved by other courts, as explained *supra*.

(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; *see also* *Fischel v. Equitable Life Assurance Soc’y of the U.S.* (9th Cir. 2002) 307 F.3d 997, 1008.) “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.) Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. (*Id.*) 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; *see also* *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, n.6 [“most” common fund cases apply a multiplier of 1.0–4.0]; *Been v. O.K. Indus., Inc.* (E.D. Okla. 2011, No. CIV–02–285–RAW) 2011 WL 4478766, *11 [citing a study “reporting [an] average multiplier of 3.89 in survey of 1,120 class action cases” and finding that a multiplier of 1.22 would be “per se reasonable”].) 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 [hereinafter “*Serrano III*”].) All these factors favor approval of a multiplier along the lines of those approved in the cases above. To date, my office has incurred no less than **\$107,295.00** in attorneys’ lodestar fees, anticipates incurring at least another \$9,500.00 in lodestar fees, and has advanced **\$18,054.46** in actual litigation costs. Thus, after reimbursement of our out-of-pocket expenses, the fee request of \$200,000 represents a **1.86** 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; *see also Fischel, supra*, 307 F.3d at p. 1008.) 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.) Further, the possibility of no recovery is only one of the uncertainties involved in taking on such a case. Other uncertainties are the amount that will be recovered, uncertainty as to the cost, both in effort and expenses, and uncertainty about how much time will pass before the recovery is obtained. (*See, e.g., Ketchum*, 24 Cal.4th at pp. 1132–1133, 1138.) My office’s outlay of time and money in this case has been significant. In all, my office has spent *no less than* **142.6** hours to date investigating, analyzing, researching, litigating, and negotiating a favorable resolution of this case, in addition to *a minimum of* **10** hours that will be spent following final settlement approval, including to monitor settlement administration and distribution of funds, and has incurred \$18,054.46 in necessary litigation costs. Unsettled legal issues also presented risks to the claims in this case. 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 a corporate Defendant who vigorously opposed Plaintiff’s claims and right to pursue his individual or class action claims in state court. My office risked significant time and expense to ensure a successful settlement. As detailed *supra*, the risks presented in this case were significant, and Defendant’s defenses posed serious risks to the success of this PAGA matter on the merits, assuming we were first successful at proving the merits of Plaintiff’s individual claims at arbitration. These risks illustrate the recognition by the California Supreme Court in *Ketchum III* that, if multipliers are not awarded to PAGA counsel in the 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.

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

9 3) *Vigorous opposition by Defendant:* Counsel who skillfully overcome
10 difficult issues or uncompromising opposition in the litigation are entitled to a fee
11 enhancement. (*Serrano III, supra*, 20 Cal.3d at 49.) Here, before eventually agreeing to a
12 settlement, Defendant asserted a vigorous defense and challenged Plaintiff's ability to
13 litigate his individual and class action claims. The Parties engaged in formal discovery,
14 which included the deposition of Plaintiff and Defendant. The settlement effort was
15 protracted, with extended discussions and instances in which it appeared the Parties would
16 not reach a settlement. Further, proceeding to arbitration, and if successful, then trial would
17 have added years to the resolution of this case because of the difficult legal and factual issues
18 raised and the likelihood of appeals. Indeed, even if Plaintiff prevailed on the representative
19 PAGA claims at trial, assuming he was first successful at arbitration, Defendant would likely
20 have mounted an appeal.

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

26 5) *The result obtained would justify an enhancement:* The results obtained in
27 litigation can properly be used to enhance a lodestar calculation where an exceptional effort
28 produced excellent results. (*Graham, supra*, 34 Cal.4th at p. 582.) Here, the final maximum

1 settlement figure is **\$600,000**, which represents roughly **45%** of the total realistic recovery.
2 Considered against the size of the Aggrieved Employees, the risks posed by continued
3 litigation, and the importance of the employment rights and a speedy recovery, the relief
4 provided under the Settlement represents a very strong result for the Aggrieved Employees
5 and LWDA.

6 6) *The use of a multiplier is permitted in PAGA actions:* PAGA provides that
7 “[a]ny employee who prevails in any action shall be entitled to an award of reasonable
8 attorney’s fees and costs.” (Lab. Code § 2699(k)(1).) Although, PAGA does not provide a
9 specific standard for evaluating attorneys’ fees in connection with a settlement of PAGA
10 claims, California Courts have employed a lodestar analysis and use of multipliers for this
11 purpose. “Where a settlement produces a common fund for the benefit of the entire class,
12 courts have discretion to employ either the lodestar method or the percentage-of-recovery
13 method. . . . To guard against an unreasonable result, the Ninth Circuit encourages district
14 courts to “cross-check[] their calculations against a second method. . . . Accordingly, the
15 Court calculates attorneys’ fees in the instant case using the percentage-of-recovery method
16 and then cross-checks its calculations against the lodestar method.” (*Hermosillo v. Davey*
17 *Tree Surgery Co.* (N.D. Cal. July 7, 2021) No. 18-CV-00393-LHK, 2021 WL 2826697, at
18 *1 [quoting *In re Bluetooth Headset Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942,
19 944–45].)

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

23 72. The risk to my office has been very significant, particularly if we would not be successful in
24 pursuing this representative action. In that case, we would have been left with no compensation for all the
25 time taken in litigating this case. Indeed, I have taken on a number of class and/or PAGA action cases that
26 have resulted in thousands of attorney hours being expended and ultimately having the defendant company
27 going bankrupt. The contingent risk in these types of cases is very real and occurs regularly. Furthermore, we
28

1 were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less
2 risky, monetary gain.

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

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

- 15 a. Numerous interviews with Plaintiff and review of documents provided by him;
- 16 b. Legal research and investigation regarding the Defendant's practices at numerous points in
17 the litigation;
- 18 c. Preparation and submission of Plaintiff's PAGA Notice;
- 19 d. Preparation of multiple drafts of the original class action complaint and subsequent amended
20 complaint, as well as finalization and filing of said complaints;
- 21 e. Extensive meet-and-confer discussions with Defendant's counsel regarding the arbitration
22 agreement and the impact on Plaintiff's class action claims;
- 23 f. Formal and informal discovery activity;
- 24 g. Preparation for and defense of Plaintiff's deposition;
- 25 h. Preparation for and deposition of Defendant;
- 26 i. Extensive meet-and-confer discussions with Defendant's counsel regarding mediator
27 selection and production of relevant documents and information in preparation for mediation
28 through informal discovery;

- j. Analysis of Defendant's informal discovery production and preparation of a damages model with the aid of a statistics expert;
- k. Contacting witnesses;
- l. Research and preparation of Plaintiff's mediation brief;
- m. Attendance and active participation at a full day of mediation;
- n. Drafting, negotiating, and reviewing multiple drafts of the Settlement and its attachment;
- o. Preparation and submission of the instant motion for settlement approval and accompanying filings;
- p. 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; and
- q. Communications with Plaintiff throughout the case.

75. As of the drafting of this motion, my office has incurred **\$18,054.46** 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) "Journal- Complaint": the initial case filing fee for initiating Plaintiff's action;
- (c) "Berger Consulting Group": costs of expert review of discovery for mediation;
- (d) "Jams Mediation with Deborah Saxe": a one-time cost for mediation services;
- (e) "ACE," "LASC," "First Legal," and "Journal": costs for purchasing court documents, and for filing and serving various documents during this Action.

76. 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 (\$18,054.46). Moreover, because our costs are below the maximum allocation (\$25,000) under the Settlement, the difference (\$25,000 - \$18,054.46 = \$6,945.54) will revert to PAGA Penalties. (Settlement, ¶ 3.2.1.) I respectfully submit that our reimbursement request is fair and reasonable.

77. 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 \$600,000 to compensate Aggrieved 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 April 16, 2026, at Los Angeles, California.

Kane Moon