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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET

TAMI RAE JONES, and APRIL CRUMP, individually, and on behalf of all others similarly situated, Plaintiffs, vs. RMI INTERNATIONAL, INC., a California corporation; and DOES 1 through 10, inclusive, Defendants.	Case No.: 23STCV30866 [Hon. Carolyn B. Kuhl, Dept. 12] **DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT** [*Filed with (1) Plaintiffs' Notice of Motion and Motion for Approval of PAGA Settlement, (2) the Declaration of Raul Perez, (3) the Declaration of Lisa Mullins, (4) [Proposed] PAGA Approval Order, and (5) [Proposed] Judgment*] <u>PAGA APPROVAL HEARING</u>: Date: July 1, 2026 Time: 1:45 p.m. Dept.: 12 Action Filed: December 18, 2023 Trial date: Not set

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DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all the Courts of the State of California and am one of the attorneys of record for Plaintiff Tamie Rae Jones ("Plaintiff Jones"). 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 Jones' and Plaintiff April Crimp's ("Plaintiff Crump") (together with Plaintiff Jones, "Plaintiffs") Motion for Approval of PAGA Settlement. Plaintiffs seek approval of the PAGA Settlement Agreement (the "PAGA Settlement") entered into with Defendant RMI International, Inc. ("Defendant" or "RMI") (together with Plaintiffs, the "Parties"), which, once approved, will fully resolve Plaintiffs' claims. A true and correct copy of the fully executed PAGA Settlement is attached hereto as **Exhibit 1**.

CASE BACKGROUND AND PROCEDURAL HISTORY

3. Defendant provides security guard officers to its clients. Plaintiffs were classified as non-exempt and paid on an hourly basis throughout their employment. Plaintiffs contend they and their former coworkers were subjected to the same unlawful labor practices during their employment by Defendant, including failure to pay all wages.

4. Plaintiffs' claim for unpaid wages stems from allegations of Defendant recording employees' shift time as their time worked rather than recording employees' actual time worked, Defendant implementing a time-rounding system that resulted in the underpayment to employees, Defendant requiring employees to work off-the-clock without compensation. Plaintiffs' meal and rest period claims are based on allegations that due to the nature of their work and Defendant's employment practices, employees regularly experienced missed, untimely, or interrupted lunches and breaks. Plaintiffs also allege they and other employees were not reimbursed for all necessary business expenses incurred in direct consequence of their job duties, including for the use of their personal cellphones for work related purposes. Plaintiffs further allege they and other employees did not receive all wages owed at the time of termination nor accurate itemized wage statements. Thus, Plaintiffs allege Defendant is liable for civil penalties under PAGA.

5. Because of Defendant's alleged violations of various provisions of the Labor Code, Plaintiff Jones filed a class action on December 18, 2023, against Defendant for Failure to Pay Minimum Wages; Failure to Pay Overtime Compensation; Failure to Provide Meal Periods; Failure to Authorize and Permit Rest Breaks; Failure to Indemnify Necessary Business Expenses; Failure to Timely Pay Final Wages at Termination; Failure to Provide Accurate Itemized Wage Statements; and Unfair Business Practices.

6. On February 23, 2024, Plaintiff Jones filed a First Amended Class and Representative Action Complaint to allege a ninth cause of action as follows: (9) Civil Penalties under PAGA. Plaintiffs' Counsel subsequently submitted a conformed copy of the FAC to the LWDA in compliance with Labor Code section 2699.

7. After Plaintiff Jones initiated her action, Defendant provided a copy of an arbitration agreement purportedly signed by Plaintiff Jones, which did not explicitly permit arbitration on a class-wide basis. Accordingly, Plaintiff Jones sought dismissal of her individual and class allegations, which the Court granted by way of an Order entered on July 10, 2024.

8. On April 8, 2024, Plaintiff Crump commenced a representative PAGA action by filing a Complaint alleging a single cause of action against RMI under PAGA for Failure to Pay Minimum Wages; Failure to Pay Overtime Compensation; Failure to Provide Meal Periods; Failure to Authorize and Permit Rest Breaks; Failure to Provide and Maintain Compliant Wage Statements; Failure to Reimburse Necessary Business Expenses; Failure to Pay Wages During Employment; Failure to Properly Calculate Sick Leave Rates of Pay; Failure to Timely Pay Final Wages at Termination; Failure to Provide Written Notice of Material Terms of Employment; and Failure to Provide and Maintain Compliant Wage Statements. Plaintiffs' Counsel subsequently submitted a conformed copy of the complaint to the LWDA pursuant to Labor Code section 2699.

9. On March 24, 2025, to ensure all claims alleged against the Defendant are consolidated into one forum, Plaintiffs filed a Second Amended Complaint in this Action to add Plaintiff Crump as a named plaintiff and allege a single cause of action under PAGA. The Second Amended Complaint is the Operative Complaint in this Action (the "Operative Complaint").

10. Pursuant to California Labor Code section 2699.3(a), Plaintiffs gave timely written notice of their allegations against Defendant by online submission of their respective PAGA Notice to the LWDA,

with certified mail service on Defendant, and paying the required filing fee. True and correct copies of Plaintiff Jones' notice and Plaintiff Crump's notice are attached hereto as **Exhibit 2** and **Exhibit 3**, respectively. Plaintiffs' administrative exhaustion period expired without the LWDA indicating its intent to investigate the allegations, and Plaintiffs' respective complaints to add a PAGA claim were timely filed. Thus, Plaintiffs may proceed as private attorneys general with respect to the alleged PAGA claims.

11. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

DISCOVERY AND INVESTIGATION

12. Following the filing of Plaintiff Crump's action, Plaintiffs met and conferred with Defendant regarding an agreement to mediate the action with Plaintiff Jones' action on November 22, 2024, with Steven Rottman, Esq., an experienced, neutral class action and PAGA mediator, and further, agreed to a protocol for an informal exchange of documents and information before mediation. Prior to mediation, Plaintiffs obtained, through informal but extensive discovery, information sufficient to meaningfully evaluate the claims at issue, including Plaintiffs' personnel file, applicable written documents regarding Defendant's wage and hour policies and practices in effect during the PAGA Period, estimated numbers of Aggrieved Employees and PAGA Pay Periods, and a randomized sample of time and corresponding payroll records for the Aggrieved Employees.

13. After reviewing and analyzing the documents regarding Defendant's wage and hour policies and practices, the sample time and pay records, and other information provided by Defendant and Plaintiffs, Plaintiffs' Counsel were able to evaluate the probability of success on the merits and Defendant's maximum and risk-adjusted monetary exposure. Plaintiffs' Counsel retained an expert to analyze the sample records produced and prepare a damage analysis prior to mediation. After reviewing the sample records, Plaintiffs' expert was able to prepare an analysis with a high degree of certainty. In conjunction with their extensive factual investigation, Plaintiffs' Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Thus, Plaintiffs and their Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the PAGA Settlement.

SETTLEMENT NEGOTIATIONS

14. Mediation occurred on November 22, 2024. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. Counsel went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties reached a settlement, the material terms of which are encompassed within the PAGA Settlement. The Parties recognized that the issues presented in the Actions 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. Plaintiffs and their Counsel also considered the risk and uncertainty of the outcome inherent in any litigation when determining whether this PAGA Settlement was the correct option.

15. In compliance with Labor Code section 2699, Plaintiffs' Counsel submitted to the LWDA a notice of settlement and a copy of the proposed PAGA Settlement. A true and correct copy of the LWDA's acknowledgment of receipt thereof is attached hereto as **Exhibit 4**. To date, the LWDA has not made any objection regarding the proposed PAGA Settlement.

16. The PAGA Settlement only includes all persons employed by RMI in California and classified as a non-exempt, hourly employee who worked for RMI during the period from December 20, 2022 to November 20, 2024. (PAGA Settlement, ¶¶ 1.4, 1.19.)

17. The PAGA Settlement provides a PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $128,333.33, for Plaintiffs' Counsel's attorneys' fees, plus a PAGA Counsel Litigation Expenses Payment of not more than $35,000.00 for reimbursement for out-of-pocket litigation costs. (*Id.* at ¶ 3.2.1.) If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id.*) At this time, my firm has incurred **$20,889.78** in costs. A true and correct copy of the litigation costs incurred by my firm to-the-date is attached hereto as **Exhibit 5**.

18. The PAGA Settlement provides the Administrator will be paid an Administration Expenses Payment not to exceed $10,000.00 for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.2.) To the extent the administration expenses are less and/or the Court approves payment less than $10,000.00, the Administrator will retain the remainder as PAGA Penalties. (*Id.*) The Parties have jointly appointed ILYM Group, Inc. as the neutral entity to administer this Settlement based on its fixed fee bid of $7,850.00. (*Id.* at ¶ 1.2.) A true and correct copy of the bid is attached hereto as **Exhibit 6**.

19. After deducting the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment, in the amounts approved by the Court, the remainder will be allocated as PAGA Penalties and distributed as 75% to the LWDA and 25% to Aggrieved Employees. (PAGA Settlement, ¶¶ 1.22, 3.2.3.) No claim form is required for Aggrieved Employees to receive a settlement payment. (*Id.* at ¶ 3.1.)

20. RMI shall fully fund the Gross Settlement Amount in 12 equal monthly installments, transmitted to the Administrator. (*Id.* at ¶ 4.3.) RMI's first payment shall be made no later than 60 days after the Effective Date; thereafter, payments shall be made on the 1st of each month. (*Id.*) "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its PAGA Approval Order; and (b) the Judgment is final. (*Id.* at ¶ 1.9.) The Judgment is final as of the day the Court enters Judgment. (*Id.*) Within 14 days after RMI fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. (*Id.* at ¶ 4.4.) The checks to Aggrieved Employees will be accompanied by a Cover Letter, which is attached to the PAGA Settlement as Exhibit 1. (*Id.* at ¶ 4.4.1.)

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

21. Based on Plaintiffs' Counsel's analysis of the time, payroll, and additional records and information provided by Defendant, on Plaintiffs' expert's analysis of the sample of time and corresponding payroll records, and on information from Plaintiffs, Plaintiffs' Counsel evaluated Defendant's maximum and risk-adjusted potential exposure in preparation for mediation. Although Plaintiffs' expert's analysis revealed that the time and payroll records supported several violations by Defendant, the records themselves did not provide overwhelming evidence to support the case on a representative basis. Indeed, the maximum exposure figures that were calculated for mediation were based on assumed high violation rates that would not likely

be demonstrated at trial, as they assume either the participation of all Aggrieved Employees (which would be difficult given the significantly 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. Additionally, the likelihood that Defendant could assert viable legal defenses would likely further reduce their overall exposure. Thus, the *realistic* exposure is far below the optimistic *maximum* estimate.

22. Based on a review of its records as of November 20, 2024, RMI estimates there are 974 Aggrieved Employees who worked a total 38,892 of PAGA Pay Periods. (PAGA Settlement, ¶ 4.1.) Prior to mediation, Plaintiffs' expert analyzed the sample of time and corresponding payroll records Defendant produced and accordingly, was able to find support for some, but not all, of Plaintiffs' allegations. For example, the records themselves do not provide evidence of off-the-clock work, as this claim is primarily testimony based, as are the rest period and unreimbursed expenses claims. As to rounding claim, Plaintiffs' expert found that Defendant's rounding practice also resulted in overpayment to some employees. In other words, Plaintiffs' expert's analysis revealed that certain claims were not as strong as originally believed.

23. The records also did not provide strong support for Plaintiffs' claim for unreimbursed business expenses, particularly as the business expenses claim is dependent on testimony from Plaintiffs and other Aggrieved Employees. Moreover, Plaintiffs' claims for rest period violations and for unpaid wages based on off-the-clock work would need to be supported by declarations from Aggrieved Employees regarding actual work performed off-the-clock as the records themselves cannot demonstrate what work, if any, was performed off-the-clock, and how many rest breaks were missed and why. 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 employees' employment experience and the numerosity of employees affected present significant risk with manageability and proof on the merits. Thus, based on PAGA Counsel's investigation and analysis, the maximum exposure did not comport with the reasonable exposure that Defendant faced.

24. Although Plaintiffs' Counsel believe there is merit to Plaintiffs' allegations, they also acknowledge a legitimate controversy exists as to each allegation. In particular, Defendant argued it paid

employees for all hours worked, that it did not permit off-the-clock work, that it complied with all meal and rest period obligations, and that any missed lunches or breaks were solely the result of employees' voluntary choice. Further, to the employees who received wage statements that were allegedly inaccurate, Defendant asserted employees suffered no actual damage or harm as a result.

25. Additionally, for purposes of the settlement negotiations, Plaintiffs' Counsel considered, as in any PAGA action, all PAGA awards are discretionary and can be reduced by the Court. (Lab. Code § 2699(e).) Plaintiffs' Counsel took all foregoing issues and risks into consideration when valuing Defendant's realistic exposure had the Parties not reached a settlement.

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

27. Accordingly, Plaintiffs' Counsel estimated, based on an evaluation that assumes a $100 "catch-all" civil penalty per pay period (pursuant to PAGA provisions for civil penalties) for the total 38,892 estimated pay periods, Defendant's potential maximum exposure to be $3,889,200.00. However, based on the discovery obtained, Defendant's arguments at mediation, and other important considerations discussed above, it is reasonable to assume a violation occurred in approximately one-fourth of all pay periods, which results in a realistic *risk-adjusted* exposure of **$972,300.00** ($3,889,200.00 / 4). The Gross Settlement Amount of $385,000.00 is about **40%** of the realistic catch-all PAGA exposure.

28. It is clear that the **$385,000.00** settlement is an excellent result and amounts to "genuine and meaningful" relief "consistent with the underlying purpose of the statute to benefit the public." (*Villalobos v. Calandri Sonrise Farm LP* (C.D. Cal. July 22, 2015) No. CV 12-2615 PSG (JEMx), 2015 WL 12732709, at *5; *see also O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135.) This is an excellent result, particularly because, under the Settlement, Aggrieved Employees will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

29. After the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment and

the Administrative Expenses Payment, the amount estimated as PAGA Penalties for the LWDA and Aggrieved Employees will be at least **$221,085.18**. (*See* PAGA Settlement, ¶ 3.2.3.[1]) The PAGA Penalties will be split with 75% going to the LWDA and 25% going to Aggrieved Employees on a pro rata basis in Individual PAGA Payments. (*Id.*) Accordingly, at least **$165,813.88** (75% * $221,085.18) will be available to the LWDA and **$55,271.29** (25% * **$**221,085.18) will be available to Aggrieved Employees. (*Id.*) Each Aggrieved Employee will receive payment directly proportional to the number of PAGA Pay Periods the Aggrieved Employee worked within the PAGA Period. (*Id.* at ¶ 3.2.3.) This results in an average Individual PAGA Payment of **$56.75** for each of the estimated 974 Aggrieved Employees, and a Pay Period value of **$1.42** for each of the 38,892 estimated Pay Periods. (*See id.* at ¶ 4.1.)

30. Plaintiffs' Counsel have conducted a thorough investigation into the facts of the allegations. Based on the foregoing discovery and on their own independent investigation and evaluation, Plaintiffs' Counsel are of the opinion that the proposed PAGA Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that could be asserted by Defendant on the merits, the PAGA Settlement is in the best interests of the Aggrieved Employees and the State of California.

31. Plaintiffs' Counsel took into account the risk of not being able to proceed on a representative basis at all due to the potential manageability issues, the risk of not prevailing at trial, and the risk that even if Plaintiffs prevailed at trial, the damages would be limited due to the largely discretionary nature of the damages. Indeed, pursuant to Labor Code section 2699, subdivision (e)(2), a Court may reduce PAGA penalties "if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

32. The PAGA Settlement avoids the significant risks, burdens, and the accompanying expense of

[1] $221,085.18 as PAGA Penalties was calculated by deducting the following amounts from the Gross Settlement Amount ($385,000.00): $27,731.49 for the PAGA Counsel Litigation Expenses Payment, $128,333.33 for the PAGA Counsel Fees Payment, and $7,850.00 for the Administration Expenses Payment. (PAGA Settlement, ¶ 3.2.)

further litigation. Though the Parties have engaged in a significant amount of investigation, informal and formal discovery, and employee data analysis, they have not participated in extensive formal discovery procedures, including depositions and expert discovery. Moreover, preparation for trial and the prospect of appeals in the wake of any summary judgment ruling would remain for the Parties. As a result, the Parties would incur considerably more attorneys' fees and costs through trial, a lengthy process that could result in recovering fewer penalties than the Parties settled for.

33. The PAGA Settlement contains an escalator clause under which Defendant may owe more than $385,000.00 as the Gross Settlement Amount. (PAGA Settlement, ¶ 8.) Under the escalator, should the number of PAGA Pay Periods during the PAGA Period exceed 40,000 by 10% (i.e., if the number of PAGA Pay Periods is more than 44,000), then RMI can either (a) increase the GSA proportionally by the Workweeks worked in excess of 44,000 Pay Periods (e.g., if the total number of Pay Periods is 12% higher than 40,000, the GSA will increase by 2%), or (b) end the PAGA Period on a date when there are no more than 44,000 Pay Periods worked by Aggrieved Employees. (*Id.*)

MY EXPERIENCE AND QUALIFICATIONS

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

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

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

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

http://www.laffeymatrix.com/see.html [last visited March 11, 2026].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 7**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at 921–22.) Using the same method here and based on Class Counsel's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.5%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 13, 2024 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 13, 2025.) True and correct copies of the Los Angeles-Long Beach and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 8** and **Exhibit 9**, respectively. Based on my 18 years of experience, my Laffey Matrix rate with a 2.5% adjustment is $1,044.48 per hour ($1,019 Laffey Matrix rate + (2.5% x $1,019)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

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

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

<u>ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS</u>

39. 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.

40. 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 approximately 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. In June 2018, Mr. Feghali became heavily involved in the firm's class and PAGA representative action practice.

41. Mr. Feghali's current billing rate is $900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's 11 years of experience, his Laffey Matrix rate with a 2.5% adjustment is $1,044.48 per hour ($1,019 Laffey Matrix rate + (2.5% x $1,019)). (*See* Ex. 7.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of $900.00 per hour is reasonable.

42. 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. Defendant 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.

43. 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

44. 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.

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

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

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

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

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

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

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

49. 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

approximately 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 actions, PAGA representative actions, and labor and employment law generally, the substantiative (state and federal) and procedural law of which is frequently.

50. 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) relating to employment matters. As noted above, Moon Law Group, PC 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.

51. 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 Plaintiffs' Counsel concluded that this litigation could not have been settled on better terms than provided under the proposed Settlement.

52. I do not believe that I or any other attorneys of my firm have any conflicts of interest with the named Plaintiffs, other Aggrieved Employees, or the proposed Administrator. I am not related to either 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

53. The requested PAGA Counsel Fees Payment of $128,333.33 can be justified under either the common fund or lodestar method. However, Plaintiffs' Counsel base the requested award of fees 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.

54. Pursuant to a joint prosecution and fee-sharing agreement between the two law firms representing Plaintiffs, and as consented to in a signed writing by Plaintiffs (the "JPA"), the firms will split the award for attorneys' fees with 75% to my office and 25% to Capstone Law APC ("Capstone"), regardless of the amount awarded or whether the award is based on a common fund or lodestar analysis. As to costs, the JPA states that the two firms will be reimbursed in full to the extent possible for their respective costs actually incurred.

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

Attorney	**Rate**	**Hours**	**Lodestar**
Kane Moon	$950.00	19.7	$18,715.00
Allen Feghali	$900.00	21.3	$19,170.00
Hyunjin Kim	$675.00	38.1	$25,717.50
	Total:	**79.1**	**$63,602.50**

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

57. We can provide complete, detailed billing records in the event the Court requests them but would request the opportunity to redact attorney-client privileged information and any other privileged information. As discussed below, application of a positive multiplier is warranted in this case.

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

defer to the winning lawyer's professional judgment as to how much time he was required to spend on the case." (*Moreno v. City of Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112.)

(a) Number of Hours Expended by My Office is Reasonable: As set forth in this declaration, my office expended a significant amount of time litigating the case to achieve an excellent result on behalf of the Aggrieved Employees. To date, my office has spent no less than **79.1 hours** litigating this case. In the event the Court grants settlement approval, my office will spend additional time related to this litigation, including to monitor administration of the settlement after approval, committing no less, although likely more, than 10 hours to those additional tasks. The number of hours that my office has and will devote to this case is reasonable. (*See, e.g.*, *Ketchum III v. Moses* (2001) 24 Cal.4th 1122, 1133 [fee award should be fully compensatory and, "absent circumstances rendering the award unjust, an attorney fee award should ordinarily include compensation for *all* the hours *reasonably spent*"] [emphasis in original]; *Serrano v. Unruh* (1982) 32 Cal. 3d 621, 624 [counsel are entitled to compensation for all hours reasonably expended]; *Hensley*, *supra*, 461 U.S. at pp. 435–36; *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 and PAGA 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 v. Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 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 **$63,602.50** in attorneys' lodestar fees, and has advanced **$20,889.78** in actual litigation costs. After reimbursement of our reasonable out-of-pocket expenses, the fee request for my firm (75% of the PAGA Counsel Fees Payment, or $96,250.00) represents a multiplier of roughly **1.5** of the lodestar fees incurred to-date.

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 Ca1.4th 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* **79.1** 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 **$20,889.78** 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 case 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 litigation, as well as extensive negotiations with corporate Defendant who vigorously opposed Plaintiffs' claims and resisted settlement from the outset. 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 matter on the merits. These risks illustrate the recognition by the California Supreme Court in *Ketchum III* that, if multipliers are not awarded to 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.

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

3) *Vigorous opposition by Defendant*: Counsel who skillfully overcome difficult issues or uncompromising opposition in the litigation are entitled to a fee enhancement. (*Serrano III*, *supra*, 20 Cal.3d at 49.) Here, before eventually agreeing to a settlement, Defendant asserted a vigorous defense. The settlement effort was protracted, with extended discussions and instances in which it appeared the Parties would not reach a settlement. Further, proceeding to trial would have added years to the resolution of this case because of the difficult legal and factual issues raised and the likelihood of appeals. Indeed, even if Plaintiffs prevailed at trial, Defendant would likely have appealed.

4) *The extent to which litigation precluded other employment would justify an enhancement*: There are only so many cases that my office can take at any one time.

Consequently, there were other meritorious cases presented to my office that would have generated substantial fees, but were declined, during the pendency of this action in order to devote the attention necessary to achieve favorable results.

5) *The result obtained would justify an enhancement*: The results obtained in litigation can properly be used to enhance a lodestar calculation where an exceptional effort produced excellent results. (*Graham*, *supra*, 34 Cal.4th at p. 582.) Here, the final settlement figure is **$385,000.00**, which represents roughly **40%** of the total realistic recovery. Considered against the size of the Aggrieved Employee group, the risks posed by continued litigation, and the importance of the employment rights and a speedy recovery, the relief provided under the PAGA Settlement represents a very strong result for the Aggrieved Employees.

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

60. The risk to my office has been very significant, particularly if we would not be successful in pursuing this representative action. In that case, we would have been left with no compensation for all the time taken in litigating this case. Indeed, I have taken on a number of class and/or PAGA action cases that have resulted in thousands of attorney hours being expended and ultimately having the defendant company going bankrupt. The contingent risk in these types of cases is very real and occurs regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

61. Because most individuals cannot afford to pay for legal representation on an hourly basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency fee basis, including Plaintiff Jones in this Action. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or our clients' cases are successfully settled. Because Moon Law Group, PC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to

receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

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

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

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

c. Preparation and submission of Plaintiff Jones' PAGA notice letter;

d. Preparation of multiple drafts of the original class action complaint and subsequent amended complaints, as well as finalization and filing of said complaints;

e. Extensive "meet and confer" discussions with Defendant's counsel regarding the arbitration agreement and dismissal of class and individual claims;

f. Extensive "meet and confer" correspondence and discussions with Defendant's counsel to obtain relevant documents and information through informal, but extensive, discovery;

g. Contacting witnesses;

h. Analysis of the informal discovery production and preparation of a damages model with the aid of a statistics expert;

i. Research and preparation of Plaintiffs' mediation brief;

j. Attendance and active participation at a full day of mediation;

k. Drafting, negotiating, and reviewing multiple drafts of the PAGA Settlement and attachments thereto;

l. Preparation, finalization, and filing of the motion for approval and accompanying filings;

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

n. Communications with Plaintiff Jones throughout the case.

63. As of the drafting of this motion, my office has incurred **$20,889.78** in expenses litigating Plaintiffs' actions without reimbursement. These expenses were reasonably necessary to the litigation and were actually incurred by my office. Moreover, these expenses, together with the expenses of Capstone, are below the maximum amount ($35,000.00) allowed in the PAGA Settlement, and the remainder will revert to the PAGA Penalties. (PAGA Settlement, ¶ 3.2.1) Therefore, they should be reimbursed in full.

64. Through the efforts of my office and Plaintiffs in this case, a fair and reasonable resolution has been reached that includes a non-reversionary payment by Defendant of at least $385,000.00 to compensate Aggrieved Employees for Defendant's alleged employment practices. I am informed and believe that, without the efforts of my office or Plaintiffs, the Labor Code and Wage Order violations alleged in the Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on March 11, 2026, at Los Angeles, California.

____

Kane Moon