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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE MORAN, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

ARACA MERCHANDISE L.P., a New York
Limited Partnership; ARACA INK LLC, a
Delaware limited liability company; ARACA
HOLDINGS LLC, a New York limited liability
company; and DOES 3 through 100,

Defendants.

CASE NO. 24STCV02003

*[Case assigned for all purposes to the Hon.
William F. Highberger, Dept. SSC-10]*

**DECLARATION OF MATTHEW K.
MOEN IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT, ATTORNEYS' FEES
AND COSTS, AND CLASS
REPRESENTATIVE SERVICE
PAYMENT**

Date: August 21, 2026
Time: 10:00 a.m.
Dept.: SSC-10

Action Filed: January 24, 2024
SAC Filed: August 27, 2025
Trial Date: None Set

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I, MATTHEW K. MOEN, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and counsel for the named Plaintiff Jose Moran (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently staffed on over forty (40) active wage and hour class actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour class actions.

5. I have been appointed as Class Counsel in over fifty (50) class action settlements that have been granted final approval. The following is a non-exhaustive list of the recent wage

1 and hour class actions in which I have been named as Class Counsel and awarded attorney's
2 fees following a lodestar cross-check: *Roberto Arcos, et al. v. Panoramic Doors, LLC*, Case No.
3 37-2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable Loren G.
4 Freestone, presiding (awarding attorney's fees following a lodestar cross-check based on a rate
5 of \$650 for work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US, LLC*, Case No.
6 CIVDS1936782, San Bernardino County Superior Court, Honorable Joseph T. Ortiz, presiding
7 (awarding attorney's fees following a lodestar cross-check based on a rate of \$650 per hour for
8 work performed in 2021-2024); *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*, Case No.
9 30-2022-01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J.
10 Sherman, presiding (awarding attorney's fees following a lodestar cross-check based on an
11 hourly rate of \$650 for work performed in 2022-2024); *Kevin Murphy, et al. v. Fusion*
12 *Learning, Inc.*, Case No. 2:21-cv-06732-JAK (ASx), United States District Court, Central
13 District of California, Honorable John A. Kronstadt, presiding (approving and finding
14 reasonable an hourly rate of \$650 for work performed in 2022-2024); *Target Wage and Hour*
15 *Cases*, Case No. JCCP 5259, Lead Case No. CIVSB2209126, San Bernardino County Superior
16 Court, Honorable Wilfred J. Schneider, Jr., presiding (awarding attorney's fees following a
17 lodestar cross-check based on an hourly rate of \$650 for work performed in 2022-2024); *Karen*
18 *Trudelle, et al. v. Children of the Rainbow, Inc.*, Lead Case No. 37-2022-00034860-CU-OE-
19 CTL, San Diego County Superior Court, Honorable Robert Longstreth, presiding (awarding
20 attorney's fees following a lodestar cross-check based on an hourly rate of \$650 for work
21 performed in 2022-2024); *Ruben Hernandez, et al. v. Neovia Logistics Services, LLC, et al.*,
22 Case No. CIVSB2305867, San Bernardino County Superior Court, Honorable Tony Raphael,
23 presiding (using an hourly rate of \$650 for work performed in 2023-2025); *Jonathan Jauregui*
24 *Gutierrez, et al. v. PASHA Automotive Services*, Case No. 37-2021-00011967-CU-CO-CTL,
25 San Diego County Superior Court, Honorable Katherine A. Bacal, presiding (using an hourly
26 rate of \$650 for work performed in 2021-2025); *Miriam Moreno v. Beacon Day School, Inc.*,
27 Case No. 30-2022-01296662-CU-OE-CXC, Orange County Superior Court, Honorable Lon F.
28 Hurwitz, presiding (using an hourly rate of \$650 for work performed in 2022-2025); *Raul*

1 *Camacho, et al. v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-
2 CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly
3 rate of \$650 for work performed in 2018-2025); *Chrisian Alanis v. Leonard Roofing, Inc.*, Case
4 No. BC672028, Los Angeles County Superior Court, Honorable William F. Highberger,
5 presiding (using an hourly rate of \$650 for work performed in 2018-2025); *Georgina Espinoza,*
6 *et al. v. Warehouse Demo Services, Inc., et al.*, Case No. 17CV310844, Santa Clara County
7 Superior Court, Honorable Theodore C. Zayner, presiding (using an hourly rate of \$650 for
8 work performed in 2021-2025); *In Re: Stanislaus Food Products Company Employment Cases,*
9 Lead Case No. CV-23-001433, Stanislaus County Superior Court, Honorable John D. Freeland,
10 presiding (using an hourly rate of \$725 for work performed in 2023-2025); *Samantha Vvanti, et*
11 *al. v. O'Reilly Auto Enterprises, LLC*, Case No. 19STCV00091, Los Angeles County Superior
12 Court, Honorable Timothy Patrick Dillon, presiding (using an hourly rate of \$725 for work
13 performed in 2022-2025); and *John Ledbetter, et al. v. CJ Logistics America, LLC*, Case No.
14 CIVSB2207118, San Bernardino County Superior Court, Honorable David E. Driscoll,
15 presiding (using an hourly rate of \$725 for work performed in 2022-2025).

16 6. So far in 2026, I have been awarded attorney's fees following a lodestar cross-
17 check based on an hourly rate of \$775 per hour in the following cases:

- 18 • *Vicente Sandoval v. Cybex Security Solutions, LLC, et al.*, Case No. 30-2024-
19 01398109-CU-OE-CXC, Orange County Superior Court, Honorable Layne H.
20 Melzer, presiding (using an hourly rate of \$775 for work performed in 2024-2026);
- 21 • *Falcao Rivelino Hernandez, et al. v. LDI Mechanical, Inc.*, Case No.
22 CVRI2401542, Riverside County Superior Court, Honorable Harold W. Hopp,
23 presiding (using an hourly rate of \$775 for work performed in 2024-2026);
- 24 • *Jose Fuentes v. Southwest Material Handling, Inc.*, Case No. CVRI2404365,
25 Riverside County Superior Court, Honorable Harold W. Hopp, presiding (using an
26 hourly rate of \$775 for work performed in 2024-2026); and

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- 1 • *Brianna McCulin, et al. v. South Coast Children's Society, Inc.*, Case No.
2 25STCV09319, Los Angeles County Superior Court, Honorable Elaine Lu,
3 presiding (using an hourly rate of \$775 for work performed in 2025-2026).

4 7. I have also been appointed as Class Counsel following a contested motion to
5 certify one or more classes in three (3) class action lawsuits, including as the lead litigation
6 attorney in the following cases:

- 7 • *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San
8 Bernardino County Superior Court, Honorable David Cohn, presiding (certifying
9 claims for unpaid overtime and minimum wage violations, meal period violations,
10 rest period violations, wage statement violations, and waiting time penalties); and
11 • *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County
12 Superior Court, Honorable D. Tyler Tharpe, presiding (certifying claims for meal
13 period violations, unpaid rest period violations, wage statement violations, and
14 waiting time penalties).

15 8. In every year from 2020 to 2025, Thomson Reuters and Los Angeles Magazine
16 recognized me as a Top Young Attorney in Southern California in the annual Rising Star
17 Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent
18 (2.5%) of attorneys under the age of forty in Southern California each year.

19 9. I confirm that I do not have any interest or involvement in, and am not affiliated
20 with, the proposed settlement administrator, Apex Class Action Administration.

21 10. As counsel for Plaintiff, I have been closely involved in all aspects of this
22 litigation since its inception and believe that the proposed Class Action and PAGA Settlement
23 Agreement and Class Notice ("Settlement Agreement" or "Settlement") is a fair and reasonable
24 result for the participating Settlement Class Members.

25 11. Defendants Araca Merchandise L.P., Araca Ink LLC, and Araca Holdings LLC
26 (collectively, "Defendants") operate an international company specializing in theatrical
27 production and merchandising promotional products. Plaintiff was initially hired in 2015 by
28 Defendants as a non-exempt "Assistant Press Operator" in their Receiving/Screen Printing

Department. Like all Settlement Class Members, Plaintiff was subject to Defendants' wage and hour policies and practices.

12. On January 24, 2024, Plaintiff filed the initial complaint in this action, alleging Defendant Araca Merchandise L.P. and DOE defendants failed to: (i) pay all overtime wages owed; (ii) pay all minimum wages owed; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) reimburse all necessary business expenses; (vi) issue accurate and itemized wage statements; (vii) pay all wages due upon separation of employment; and (viii) comply with California's Unfair Competition laws. On April 2, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint, adding a cause of action for civil penalties under the Private Attorneys General Act ("PAGA"). On March 17, 2025, Plaintiff filed DOE amendments to the operative complaint, identifying defendants Araca Ink LLC and Araca Holdings LLC as DOES 1 and 2, respectively.

13. On June 4, 2025, Plaintiff submitted a supplemental PAGA letter to exhaust his administrative remedies against the two additional DOE defendants and to notify the California Labor and Workforce Development Agency ("LWDA") of additional factual allegations and Labor Code violations supporting the underlying PAGA claim. On August 27, 2025, after exhausting his administrative remedies with the LWDA, Plaintiff filed the operative Second Amended Class and Representative Action Complaint in this action to include the additional factual allegations and Labor Code violations supporting the underlying PAGA claim to align with all of the claims and matters discussed and settled during the Parties' mediation.

14. In connection with mediation, Defendants provided Plaintiff with timekeeping and payroll records for nearly all the Settlement Class Members spanning the entire Class Period up to that time, as well as key policy documents and data points. Plaintiff then retained an expert to analyze the produced data and create a class-wide exposure model for the claims at issue. On November 19, 2024, the Parties participated in a mediation session with Marc Feder, Esq., an experienced and respected wage and hour mediator, during which the Parties exchanged divergent views on Defendants' liability and exposure valuations, their legal positions, and the likelihood of certification of Plaintiff's claims. At the conclusion of mediation,

1 the Parties ultimately reached an agreement to resolve all claims at issue on a class-wide basis.
2 Over the following months, the Parties finalized the terms of the proposed Settlement
3 Agreement, which the Court preliminarily approved on March 16, 2026. On October 17, 2025,
4 Plaintiff submitted the Settlement Agreement and all moving papers to the LWDA in
5 association with the filing of the Motion for Preliminary Approval, and on March 23, 2026,
6 Plaintiff submitted the revised proposed order filed in support thereof to the LWDA. A true and
7 correct copy of the Court's Order Granting Preliminary Approval of Class and PAGA Action
8 Settlement is attached hereto as **Exhibit 1**. True and correct copies of Plaintiff's Settlement
9 Submission to the LWDA and the LWDA's Confirmation of Receipt are attached hereto as
10 **Exhibit 2**.

11 15. The Net Settlement Amount ("NSA") is the remainder after deducting Court-
12 approved amounts for attorneys' fees (\$138,333.33), verified cost reimbursement (\$22,506.48),
13 the Class Representative Service Payment (\$7,500.00), settlement administration costs
14 (\$6,990.00), the Individual PAGA Payments (totaling \$10,000.00), and the LWDA PAGA
15 Payment (\$30,000.00).

16 16. A true and correct copy of my firm's expense report is attached hereto as **Exhibit**
17 **3**. My firm's expense summary identifies our to-date out of pocket expenses as \$22,094.57.
18 Although Plaintiff's Counsel's expense summary identifies Plaintiff's Counsel's to-date out of
19 pocket expenses as \$22,094.57, the total amount that Plaintiff's Counsel is requesting for
20 expense reimbursement (\$22,506.48) includes an additional \$411.91 in anticipated future costs
21 for the filing of this motion and provision of courtesy copies to the Court, and the filing of a
22 Final Accounting Declaration, and the \$49 monthly cost associated with maintaining
23 CaseAnywhere through the date the Court enters judgment in this action, which will be incurred
24 by Plaintiff's counsel following the filing of this motion.

25 17. As detailed in Plaintiff's Motion for Preliminary Approval, Defendants contend
26 that their timekeeping practices are lawful, that employees are paid for all time actually worked
27 in accordance with company policies and practices, and that their timekeeping practice is
28 neutral and operates in an even-handed way, which Defendants assert is lawful under the court's

1 ruling in *See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889. Moreover,
2 Defendants contend that whether an employee was overpaid or underpaid based on Defendants'
3 timekeeping practice would result in an unmanageable series of mini-trials. Finally, Defendants
4 allege Plaintiff's reliance on *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638 in
5 tenuous. Since *Camp v. Home Depot U.S.A., Inc.* has been granted review by the California
6 Supreme Court, Defendants assert that the decision is only persuasive, not binding authority.
7 Plaintiff faces the risk that the *Camp* holding could be reversed, rendering Plaintiff's reliance on
8 *Camp v. Home Depot U.S.A., Inc.* misplaced, and Defendants' claim superior that under *See's*
9 *Candy Shops, Inc. v. Superior Court*, its rounding practice will be found neutral and lawful.

10 18. Defendants maintain they accurately recorded and properly paid all wages for all
11 hours worked by the Settlement Class Members, contrary to Plaintiff's claim that he and the
12 Settlement Class Members were required to respond to Defendants' inquiries while off-the-clock.
13 Specifically, Defendants deny they required employees to use their personal cellular phones,
14 and any personal cellular phone use was a departure from company policies. Further,
15 Defendants assert that this claim is not suitable for class treatment, as it requires individualized
16 inquiries into whether any employee performed work while off-the-clock on any given day,
17 which is made increasingly difficult since such off-the-clock work was inherently not recorded,
18 and determining exactly how much time each employee purportedly worked off-the-clock each
19 day would result in an unmanageable series of mini-trials.

20 19. As to Plaintiff's meal period allegations, Defendants contend they maintained
21 lawful meal period policies/practices throughout the Class Period. Specifically, Defendants
22 argue that Plaintiff's claim will fail on its merits, and assert they provided Plaintiff and
23 Settlement Class Members with meal periods in a staggered schedule, therefore providing ample
24 ability for Settlement Class Members to take all provided meal periods. Defendants argue their
25 employees are provided with meal periods of longer than 30 minutes, thereby subsuming any
26 time required to walk back and forth from the workstation to the breakroom. Defendants further
27 contend that Plaintiff's meal period claim is not suited for class certification as individual
28 inquiries would be required to assess whether an employee chose to not take an otherwise

1 provided meal period, whether an employee ever validly waived a meal period, and whether a
2 premium was paid on each shift in which a meal period was truly not provided, resulting in an
3 unmanageable series of mini-trials.

4 20. As to Plaintiff's rest period claim, Defendants maintain they authorized and
5 permitted the Settlement Class Members to take all lawful rest periods to which they are entitled.
6 Specifically, Defendants maintain employees are relieved of their work duties during rest
7 periods since coverage generally is not needed and if coverage is needed, their job duties are
8 covered by other employees during breaks. Defendants argue their employees are not required
9 to go to the breakrooms for rest periods, and are authorized and permitted to take rest periods of
10 at least 15 minutes, thereby subsuming any time required to walk and forth from the breakroom
11 to the workstation. Further, Defendants assert that this claim is not suited for class certification,
12 as it requires individualized inquiries into whether each employee was authorized and permitted
13 to take a lawful rest period and on which days, which Defendants argue Plaintiff will be unable
14 to substantiate with any common, documentary evidence, as rest periods are not required to be
15 recorded, resulting in an unmanageable series of mini-trials.

16 21. As to Plaintiff's claims that Defendants failed to reimburse the Settlement Class
17 Members for all necessary business expenses incurred, Defendants dispute Plaintiff's
18 allegations, asserting they maintain a written policy requiring reimbursement for all reasonable
19 and necessary business expenses. Defendants also argue they did not require their employees to
20 use their personal cellular phones and if an employee used his or her phone, that was his or her
21 personal choice. As such, Defendants maintain that this claim would require a series of mini-
22 trials to determine which employees actually used their cellular phone for business purposes
23 and/or purchased tools and in which pay periods such expenses were allegedly incurred.

24 22. As to Plaintiff's derivative claims for wage statement, waiting time, and PAGA
25 penalties, Defendants argue that because Plaintiff's underlying claims will fail, the derivative
26 wage statement, waiting time, and PAGA claims must also fail. Defendants further argue that
27 Plaintiff cannot show any wage statement violations were "knowing and intentional," or that
28 employees "suffered injury" as required by Labor Code § 226(e). Moreover, Defendants

maintain that its good faith defenses to Plaintiff's underlying claims would preclude the recovery of waiting time penalties, which are only available for the "willful" failure to pay wages, and that this Court would exercise its discretion to substantially reduce any PAGA penalties awarded. Defendants also contend that Plaintiff's PAGA claim is not manageable for the same reasons that each direct claim is not certifiable.

23. Here, my firm's fee request of \$138,333.33, representing one-third of the Gross Settlement Amount, is the same percentage sought in *Laffitte*, and is fair and reasonable based on the percentage of the recovery method. This is consistent with my firm's experience in similar wage-and-hour class action matters. In this case, Plaintiff's counsel has a lodestar of approximately \$124,982.50, which results in a multiplier of approximately 1.10 compared to the \$138,333.33 fee request. A summary showing the number of hours of work performed by each attorney and paralegal is set forth below. The billing rates used are reasonable in view of the evidence submitted herewith and have been previously approved by various courts throughout California. A true and correct copy of the 2026 Laffey Matrix is attached hereto as **Exhibit 4**.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (20th Year Attorney)	\$975	13.4	\$13,065.00
Fletcher W. Schmidt (14th Year Attorney)	\$875	27.3	\$23,887.50
Matthew K. Moen (10th Year Attorney)	\$775	68.4	\$53,010.00
Susan J. Perez (6th Year Attorney)	\$600	55.7	\$33,420.00
HLG Firm Paralegals	\$250	6.4	\$1,600.00
Total Lodestar			\$124,982.50

24. Since the initiation of this lawsuit, my firm has expended \$22,506.48 in litigation costs and devoted substantial time to this litigation without receiving any compensation to date. my firm's efforts include conducting a pre-filing investigation, analyzing Plaintiff's claims, conducting legal research and analysis, reviewing class documents and data produced by

Defendants, extensively reviewing and evaluating the produced timekeeping and payroll records with the assistance of a retained expert to build a comprehensive damages model, preparing for and attending mediation, negotiating and drafting the Memorandum of Understanding, long-form Settlement Agreement, and Class Notice documents, drafting and submitting three PAGA letters to the LWDA, preparing and drafting the Stipulation to file the Second Amended Class and Representative Action Complaint and the Second Amended Class and Representative Action Complaint, preparing the Motions for Preliminary and Final Approval, overseeing the Notice process, and otherwise litigating the case. My firm will also expend future attorney time attending the hearing on this Motion, overseeing the disbursement process, and reviewing and filing the Settlement Administrator's final accounting declaration with the Court, among other tasks.

25. My firm incurred and respectfully requests reimbursement of \$22,506.48 in actual litigation costs, which is more than \$7,000.00 *less* than the \$30,000.00 amount preliminarily approved by the Court in the Settlement Agreement. My firm utilized the expert services of Dave Breshears of Hemming Morse and his staff to perform all expert analyses for this case, and are providing a copy of Mr. Breshears' expert invoices in support of this motion. True and correct copies of my firm's invoices incurred from the expert services of Dave Breshears of Hemming Morse are attached hereto as **Exhibit 5**.

26. Plaintiff also requests that the Court approve \$6,990.00 in administration costs to Apex as the Court-appointed Settlement Administrator.

27. Here, Plaintiff seeks a Class Representative Service Payment in the amount of \$7,500.00, which is reasonable given Plaintiff's substantial efforts in this case, the risks he undertook on behalf of the Settlement Class, and his agreement to a general release of claims, including a waiver of California Civil Code § 1542. Plaintiff's contributions to this case were extensive. Plaintiff's Service Payment is also requested due to the significant risks that Plaintiff undertook by agreeing to serve as the named Plaintiff in this case and agreed to a general release of all claims subject to a waiver of California Civil Code § 1542, which is a broader general release than what other Settlement Class Members provided. Plaintiff has invested significant

1 time and effort into performing these duties for the benefit of the Settlement Class. Plaintiff's
2 participation directly benefited the Settlement Class, as they would not be receiving
3 compensation absent his decision to pursue these claims.

4 28. I am not aware of any other class, representative, or other collective actions in
5 any other court or jurisdiction that assert claims similar to those asserted in this action on
6 behalf of a class or group of individuals some or all of whom would also be members of the
7 class defined in this action.

8 29. True and correct copies of Plaintiff's submission of the Motion for Final
9 Approval of Class and PAGA Action Settlement, Attorneys' Fees and Costs, and Class
10 Representative Service Payment to the LWDA and the LWDA's Confirmation of Receipt are
11 attached hereto as **Exhibit 6**.

12 I declare under penalty of perjury under the laws of the United States and the state of
13 California that the foregoing is true and correct. Executed on July 28, 2026, at El Segundo,
14 California.

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16 Matthew K. Moen
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EXHIBIT 1

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Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles
03/16/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

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

JOSE MORAN, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

ARACA MERCHANDISE L.P., a New York
Limited Partnership; ARACA INK LLC, a
Delaware limited liability company; ARACA
HOLDINGS LLC, a New York limited liability
company; and DOES 3 through 100,

Defendants.

CASE NO. 24STCV02003

*[Case assigned for all purposes to the Hon.
William F. Highberger, Dept. SSC-10]*

**~~AMENDED~~ [PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: March 16, 2026
Time: 10:00 a.m.
Dept.: SSC-10

Action Filed: January 24, 2024
SAC Filed: August 27, 2025
Trial Date: None Set

~~AMENDED~~ [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT

AMENDED [PROPOSED] ORDER

The Motion of Plaintiff Jose Moran (“Plaintiff”) for Preliminary Approval of Class and PAGA Action Settlement came regularly for hearing before this court on March 16, 2026, at 10:00 a.m. The Court, having considered Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; the proposed Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement” or “Settlement”), attached as Exhibit 1 to the Declaration of Matthew K. Moen filed concurrently therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class and PAGA action settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted final approval by the Court at a Final Approval Hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms’ length negotiations conducted after Plaintiff and/or Plaintiff’s counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court’s conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

3. For purposes of the Settlement, the Court finds that the proposed Settlement Class¹ is ascertainable and that there is a sufficiently well-defined community of interest among the Class Members in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

¹ As used herein, all specially defined terms shall have the same meaning as described in the Settlement Agreement.

1 All current and former non-exempt employees who worked for Defendants Araca
2 Merchandise L.P., Araca Ink LLC, and/or Araca Holdings LLC in California
between January 24, 2020, and January 24, 2025 (the “Class Period”)².

3 4. For purposes of the Settlement, the Court designates named Plaintiff Jose Moran
4 as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen,
5 and Susan J. Perez of Haines Law Group, APC as Class Counsel.

6 5. The Court designates Apex Class Action Administration as the third-party
7 Settlement Administrator for mailing notices and other obligations as set forth in the Settlement
8 Agreement.

9 6. The Court approves, as to form and content, the Court Approved Notice of Class
10 Action and PAGA Settlement and Hearing Date for Final Court Approval (“Class Notice”)
11 attached as Exhibit A to the Settlement Agreement.

12 7. The Court finds that the form of notice to the Class Members regarding the
13 pendency of the Action and of the Settlement, and the methods of giving notice to the Class
14 Members, constitute the best notice practicable under the circumstances, and constitute valid, due,
15 and sufficient notice to all Class Members. The form and method of giving notice complies fully
16 with the requirements of California Code of Civil Procedure § 382, California Rules of Court
17 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

18 8. The Court further approves the procedures for the Class Members to opt-out of or
19 object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

20 9. The procedures and requirements for submitting objections in connection with the
21 Final Approval Hearing are intended to ensure the efficient administration of justice and the
22 orderly presentation of any Class Member’s objection to the Settlement, in accordance with the
23 due process rights of all Class Members.

24 10. The Court directs the Settlement Administrator to mail the Class Notice to the
25 Class Members in English and Spanish, in accordance with the terms of the Settlement.

26
27 ² Defendants have represented their records show the escalator clause was triggered on approximately
28 January 24, 2025, and they therefore intend to exercise their right under paragraph 8(b) of the Settlement
Agreement to designate the end of the Class Period on the date when the aggregate Workweeks worked
by the Class Members reached 17,292.

1 11. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60
2 calendar days' notice for Class Members to submit disputes, opt-out of, or object to the
3 Settlement, plus an additional 14 days for Class Members to whom the Notice Packets are resent
4 after having been returned undeliverable to the Administrator.

5 12. The Final Approval Hearing on the question of whether the Settlement Agreement
6 should be finally approved as fair, reasonable and adequate is scheduled on
7 8/21/26, at 10 a.m. ~~7 p.m.~~ in Department SSC-10 of this Court, located
8 at 312 N. Spring Street, Los Angeles, California 90012. The Court reserves the right to continue
9 the date of the Final Approval Hearing without further notice to the Class Members. The Court
10 retains jurisdiction to consider all further applications arising out of or in connection with the
11 Settlement Agreement.

12 13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
13 Agreement should be approved as fair, reasonable, and adequate for the Class Members; (b)
14 whether a judgment granting final approval of the Settlement should be entered; and (c) whether
15 Plaintiff's application for a Class Representative Service Payment, settlement administration
16 costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its
17 75% share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code
18 § 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

19 14. Plaintiff's Counsel shall file memoranda, declarations, or other statements and
20 materials in support of the request for final approval of the Settlement and Plaintiff's application
21 for a Class Representative Service Payment, settlement administration costs, payment to the
22 LWDA for its share of PAGA penalties, and Class Counsel's attorneys' fees and costs prior to the
23 Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the
24 California Rules of Court.

25 ///

26 ///

27 ///

15. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on March 16, 2026):

Event	Date
Defendants to provide Class Data to Settlement Administrator no later than [30 calendar days from the date of this Order]:	April 15, 2026
Settlement Administrator to mail the Class Notice to the Class Members no later than [10 business days after receipt of Class Data]:	April 29, 2026
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement [60 calendar days after Class Notice is mailed, to which 14 days will be added if the Notice is returned to the Administrator as undeliverable and re-mailed]:	June 28, 2026
Deadline for Plaintiff to file Motion for Final Approval of Class Action and PGA Settlement:	At least 16 court days prior to Final Approval Hearing
Final Approval Hearing	☒ August 21, 2026 at 9:00 a.m. 10 a.m. ☐ _____, 2026 at _____ a.m./p.m.

16. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

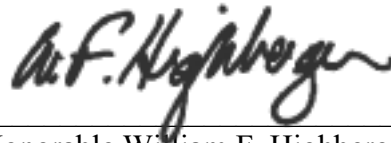
17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

18. In the event the Settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the Settlement, this Order shall be rendered null and void and shall be vacated, and the parties shall revert to their respective positions as of before entering into the Settlement.

///

1 **IT IS SO ORDERED.**

2
3 Dated: 03/16/2026



Honorable William F. Highberger
Judge of the Superior Court

EXHIBIT 2

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Los Angeles County Superior Court ▼

Court Case Number *

24STCV02003,

Hearing Date *

12/23/2025

Hearing Time *

14:00

HH:MM

Hearing Location *

12 North Spring Street, Lo

Number of aggrieved employees *

227

Net Amount to Aggrieved Employees *

192176.67

Gross settlement amount *

415000.00

Gross penalty *

40000.00

Penalties to LWDA *

30000.00

Date of proposed settlement *

06/18/2025

Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☒ There are no other PAGA claims which may be affected by this proposed settlement.
- ☐ The proposed settlement may affect other PAGA claims.
- ☐ A Notice of Related Cases has been filed in all related actions.
- ☒ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☒ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf) *

Choose File Exhibit 1 – Se... attached).pdf

Other Attachment (if any, must be .pdf)

Choose File 1. 2025-10-...y Approval.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

2. 2025-10-...rder MPA..pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

3. 2025-10-... PA Motion.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

4. 2025-10-... PA Motion.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

5. 2025-10-... PA Motion.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

6. 2025-10-... PA Motion.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

7. 2025-10-... Settlement.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

8. 2025-10-... PA Motion.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

9. 2025-10-...f of Service.pdf

[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

[Previous Page](#)

[Submit](#)

From: no-reply@formassembly.com
To: [Jonathan Ramirez](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, October 17, 2025 6:21:03 PM

10/17/2025 06:19:36 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/17/2025 06:19:36 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1007139-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Other Document

PAGA Number (LWDA-CM-): *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".
[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Documents

Other Document *

 2026-03-16 ...rder MPA.pdf

Other Attachment (if any)

 No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

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Privacy - Terms

reCAPTCHA helps prevent automated form spam.

Previous Page

Submit

Valerina Cifuentes

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Monday, March 23, 2026 3:34 PM
To: Valerina Cifuentes
Subject: Thank you for your Other Response or Document Submission

03/23/2026 03:34:00 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

Jose Moran v. Araca Merchandise L.P., et al.

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
11/30/2023	ALL	Postage for November, 2023.	1 14.36	14.36
	ALL	Copying cost for November, 2023.	18 0.25	4.50
1/31/2024	ALL	Postage for January, 2024.	1 7.60	7.60
1/24/2024	IDLC	First Legal's Filing fee for: Complaint, Summons, Civil case cover sheet Order #: [REDACTED]	1 1,508.55	1,508.55
	KI	Filing fee for: LWDA. Order #: [REDACTED]	1 75.00	75.00
1/26/2024	ALL	One Legal's Notice of Posting of Jury Fees Order #: [REDACTED]	1 174.14	174.14
2/13/2024	IDLC	First Legal's service fee for: Service of Summons and Complaint Order #: [REDACTED]	1 175.11	175.11
2/21/2024	ALL	First Legal's Filing fee for: Proof of Service by Substituted Service Order #: [REDACTED]	1 16.15	16.15
4/26/2024	PKH	Frank Feder Mediators Mediation Date: November 19, 2024 Frank Feder File # [REDACTED]	1 9,000.00	9,000.00
4/2/2024	ALL	First Legal's Filing fee for: Amended Complaint; Proof of Service (not Summons and Complaint) Order #: [REDACTED]	1 16.15	16.15
4/10/2024	IDLC	First Legal's Filing fee for: Joint Stipulation to Continue Initial Status Conference; [Proposed] Order; Proof of Service (not Summons and Complaint); Joint Stipulation to Continue Initial Status Conference; [Proposed Order.	1 36.95	36.95

			<u>Qty/Price</u>	<u>Amount</u>
	Order #:			
5/31/2024	ALL	Copying cost for May, 2024.	2 0.25	0.50
7/2/2024	ALL	Case Anywhere service fee for 4/2/24-6/30/24 Invoice #:	1 169.53	169.53
7/16/2024	IDLC	First Legal's Filing fee for: Joint Stipulation to Continue Initial Status Conference Pending Mediation; [Proposed] Order; Proof of Service (not Summons and Complaint); Joint Stipulation to Continue Initial Status Conference Pending Mediation; [Proposed] Order. Order #:	1 36.95	36.95
10/3/2024	ML	Case Anywhere service fee for 7/1/24-9/30/24 Invoice #:	1 159.00	159.00
11/30/2024	ML	Postage for November, 2024.	33 0.25	8.25
12/31/2024	ML	Copying cost for December, 2024.	1 0.25	0.25
12/10/2024	VG	Hemming Morse Expert fee Invoice period: 11/01/24 - 11/30/24 Invoice #:	1 9,000.00	9,000.00
11/19/2024	ML	FedEx costs for November, 2024 Invoice:	1 35.55	35.55
1/8/2025	ML	Case Anywhere service fee for 10/1/24-12/31/24 Invoice #:	1 159.00	159.00
12/10/2024	VG	First Legal's Filing fee for: Joint Notice of Settlement and Stipulation to Continue Initial Status Conference; [Proposed] Order; Proof of Service (not Summons and Complaint); Joint Notice of Settlement and Stipulation to Continue Initial Status Conference; [Proposed] Order Order #:	1 38.50	38.50
2/5/2025	ML	Case Anywhere service fee for 1/1/25-1/31/25 Invoice #:	1 49.00	49.00
1/3/2025	ML	FedEx costs for January, 2025 Invoice #:	1 15.95	15.95
3/5/2025	ML	Case Anywhere service fee for 2/1/2025-2/28/2025 Invoice #:	1 49.00	49.00
4/4/2025	ML	Case Anywhere Service Fee for 3/1/25-3/31/25 Invoice #:	1 79.00	79.00

			Qty/Price	Amount
3/13/2025	ML	One Legal's Filing fee for Order, Order, Proof of Service (not Summons and Complaint) Order #: [REDACTED]	1 23.44	23.44
3/18/2025	IO	One Legal's Filing fee for Amendment to Complaint (Fictitious/Incorrect Name), Amendment to Complaint (Fictitious/Incorrect Name) Order #: [REDACTED]	1 23.44	23.44
5/2/2025	ML	Case Anywhere service fee for 4/1/2025-4/30/2025 Invoice #: [REDACTED]	1 49.00	49.00
6/2/2025	ML	Case Anywhere service fee for 5/1/25-5/31/25 Invoice #: [REDACTED]	1 49.00	49.00
6/30/2025	ML	Postage for June, 2025.	1 36.00	36.00
	ML	Copying cost for June, 2025.	116 0.25	29.00
7/1/2025	ML	Case Anywhere service fee for 6/1/25-6/30/25 Invoice #: [REDACTED]	1 61.00	61.00
7/31/2025	ML	Copying cost for July, 2025.	7 0.25	1.75
8/31/2025	ML	Copying cost for August, 2025.	1 0.25	0.25
8/4/2025	ML	Case Anywhere service fee for 7/1/25-7/31/25 Invoice #: [REDACTED]	1 49.00	49.00
9/2/2025	ML	Case Anywhere's service fee for 8/1/25 - 8/31/25 Invoice #: [REDACTED]	1 73.00	73.00
8/19/2025	IO	One Legal's Filing fee: Stipulation and Order, Stipulation and Order, Proof of Service (not Summons and Complaint) Order #: [REDACTED]	1 45.12	45.12
8/27/2025	IO	One Legal's Filing fee: Amended Complaint Order #: [REDACTED]	1 23.44	23.44
10/1/2025	ML	Case Anywhere's service fee for 9/1/25 - 9/30/25 Invoice #: [REDACTED]	1 49.00	49.00
10/17/2025	ML	First Legal's service fee for courtesy copies of PA Motion Order #: [REDACTED]	1 111.75	111.75
11/3/2025	ML	Case Anywhere's service fee for 10/1/2025-10/31/2025 Invoice #: [REDACTED]	1 103.00	103.00

		<u>Qty/Price</u>	<u>Amount</u>
12/1/2025 ML	Case Anywhere's service fee for 11/1/25 - 11/30/25 Inv. #: [REDACTED]	1 49.00	49.00
10/20/2025 IO	One Legal's Filing fee for: Motion for Preliminary Approval of Settlement, Order, Order, Declaration, Declaration, Declaration Order #: [REDACTED]	1 86.42	86.42
1/2/2026 ML	Case Anywhere's service fee for 12/1/25-12/31/25 Invoice #: [REDACTED]	1 49.00	49.00
2/2/2026 ML	Case Anywhere's service fee for 1/1/26 - 1/31/26 Invoice [REDACTED]	1 49.00	49.00
3/2/2026 ML	Case Anywhere's service fee for 2/1/26 - 2/28/26 Inv. #: [REDACTED]	1 49.00	49.00
4/1/2026 ML	Case Anywhere's service fee for 3/1/26-3/31/26 Invoice [REDACTED]	1 61.00	61.00
3/13/2026 ML	One Legal's Filing fee for Order, Order, Proof of Service (not Summons and Complaint) Order [REDACTED]	1 24.53	24.53
5/1/2026 ML	Case Anywhere's service fee for 4/1/26-4/30/26 Invoice [REDACTED]	1 49.00	49.00
6/1/2026 ML	Case Anywhere's service fee for 5/1/26-5/31/26 Invoice [REDACTED]	1 49.00	49.00
6/11/2025 IO	One Legal's Filing fee for: Joint Status Conference Report, Proof of Service (not Summons and Complaint) Order #: [REDACTED]	1 23.44	23.44
7/1/2026 AP	Case Anywhere's service fee for 6/1/26-6/30/26 Invoice #: [REDACTED]	1 49.00	49.00
Total Costs:			\$22,094.57

EXHIBIT 4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 5



Hemming Morse
1390 Willow Pass Road Ste 410
Concord, CA 94520
(415) 836-4000

Paul K. Haines
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
phaines@haineslawgroup.com
cc: fschmidt@haineslawgroup.com
mmoen@haineslawgroup.com
sperez@haineslawgroup.com

INVOICE

Invoice Number: [REDACTED]
Invoice Date: 12/10/24
Invoice Period: 11/01/24 - 11/30/24
Invoice Amount: \$9,000.00
Matter: Moran v. Araca Merchandise L.P.

[Pay Invoice](#)

INVOICE SUMMARY

For professional accounting services rendered through the invoice period shown above and summarized on the last page, Summary of Professional Fees and Expenses.

CURRENT INVOICE TOTAL:	\$9,000.00
PRIOR BALANCE:	\$0.00
TOTAL BALANCE DUE:	\$9,000.00

By Mail:
Hemming Morse, LLC



By ACH:
Bank Name: [REDACTED]
U.S. Bank Routing Number: [REDACTED]
Account Name: [REDACTED]
Account Number: [REDACTED]

For accurate application of payment, please reference matter and/or invoice #

Our taxpayer ID number is: [REDACTED]
Payment by credit card is available upon request. (Notice: a 3% fee will be applied when using a credit card for payment)



Hemming Morse
1390 Willow Pass Road Ste 410
Concord, CA 94520
(415) 836-4000

Paul K. Haines
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
phaines@haineslawgroup.com
cc: fschmidt@haineslawgroup.com
mmon@haineslawgroup.com
sperez@haineslawgroup.com

INVOICE

Invoice Number: [REDACTED]
Invoice Date: 12/10/24
Invoice Period: 11/01/24 - 11/30/24
Invoice Amount: \$9,000.00
Matter: Moran v. Araca Merchandise L.P.
WalletLink

PROFESSIONAL FEES DETAIL

Date	Source	Description	Hrs	Rate	Amount
11/11/24	Dave Breshears	Preparing analysis of time and pay data	3.75	\$600.00	\$2,250.00
11/12/24	Dave Breshears	Preparing mediation data points	6.00	\$600.00	\$3,600.00
11/13/24	Dave Breshears	Preparing mediation data points	5.25	\$600.00	\$3,150.00
CURRENT FEES			15.00		\$9,000.00



Hemming Morse
1390 Willow Pass Road Ste 410
Concord, CA 94520
(415) 836-4000

Paul K. Haines
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
phaines@haineslawgroup.com
cc: fschmidt@haineslawgroup.com
mmon@haineslawgroup.com
sperez@haineslawgroup.com

INVOICE

Invoice Number: [REDACTED]
Invoice Date: 12/10/24
Invoice Period: 11/01/24 - 11/30/24
Invoice Amount: \$9,000.00
Matter: Moran v. Araca Merchandise L.P.
WalletLink

SUMMARY OF PROFESSIONAL FEES AND EXPENSES

Description	Quantity	Rate	Amount
Dave Breshears.	15.00	\$600.00	\$9,000.00
CURRENT AMOUNT DUE			\$9,000.00

EXHIBIT 6