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

GABRIEL ARIZMENDI, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

WESTCOAST WAREHOUSING, LLC, a limited
liability company; and DOES 1 through 10, inclusive,

Defendants

Case No. 24STCV01951

CLASS AND REPRESENTATIVE ACTION

[Hon. David S. Cunningham, Dept. 11]

**DECLARATION OF KANE MOON IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Plaintiff Gabriel Arizmendi, the
Declaration of Jodey Lawrence and [Proposed]
Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: March 25, 2025

Time: 9:00 a.m.

Dept.: 11

Complaint filed: January 24, 2024

Trial date: Not set

I, KANE MOON, declare as follows:

CASE BACKGROUND AND PROCEDURAL HISTORY

3. Plaintiff's claim for unpaid wages is two-fold and stems, in part, from Defendant's policy of requiring employees to work off-the-clock, uncompensated, and from Defendant's alleged failure to incorporate the regular rate of pay when calculating overtime and sick pay. Moreover, Plaintiff brings claims against Defendant for meal and rest period violations, unreimbursed business expenses, and derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

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1 termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business
2 practices.

3 5. On January 21, 2024, Plaintiff gave written notice to the California Labor and Workforce
4 Development Agency (the “LWDA”) of the alleged Labor Code violations, with certified mail service on
5 Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s PAGA Notice letter to
6 Defendant and the LWDA is attached hereto as **Exhibit 2**. On April 5, 2024, Plaintiff filed a First Amended
7 Complaint adding a cause of action against Defendant under PAGA (the “Operative Complaint”). A copy of
8 the Operative Complaint was submitted to the LWDA in compliance with Labor Code section 2699, subd.
9 (l)(1). To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene in this
10 Action.

11 6. Defendant ardently opposes the merits of this case and denies Plaintiff’s factual allegations.
12 Defendant asserts it complied with all of its compensation obligations, including compensating Class
13 Members for all off-the-clock work, and therefore, Plaintiff and other Class Members were paid all wages
14 owed. Defendant also argues that Defendant did not fail to incorporate any bonuses into Plaintiff’s and Class
15 Member’s regular rate for purposes of overtime and sick pay as such bonuses were discretionary. Defendant
16 maintains compliance with all its meal and rest period obligations. Defendant asserts it complied with all of
17 its reimbursement obligations, and therefore, Plaintiff and other Class Members were compensated for any
18 and all necessary business expenses incurred. To the extent Class Members received wage statements that
19 were allegedly inaccurate, Defendant asserts employees suffered no actual damage or harm as a result. (*See,*
20 *e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at
21 *10 [“A plaintiff must adequately plead an injury arising from an employer’s failure to provide full and
22 accurate wage statements, and the omission of the required information alone is not sufficient.”].) With
23 respect to Plaintiff’s claim for waiting time penalties, Defendant alleges its good-faith belief that it paid all
24 wages precludes the imposition of waiting time penalties since Plaintiff cannot prove Defendant’s alleged
25 failure to pay all final wages at the time of separation was “willful.” (*See, e.g., Pedroza v. PetSmart, Inc.*
26 (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons,
27 among others, Defendant denies all of Plaintiff’s claims and allegations, and further claims it did not engage
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1 in any unfair business practices and denies liability under PAGA. Defendant also maintains the claims are
2 improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage
3 claims that could bar class certification or significantly reduce Defendant's overall liability.

4 DISCOVERY AND INVESTIGATION

5 7. The Parties agreed to mediate the instant action, and participated in private mediation with
6 Michael D. Young, Esq., an experienced class and PAGA action mediator. In preparation for mediation, the
7 Parties agreed to a protocol for an informal exchange of documents and information before mediation. Prior
8 to mediation, Plaintiff obtained from Defendant, through informal discovery, documents and data that were
9 necessary and helpful to evaluate the claims asserted in this action. Defendant produced a statistically
10 significant sample of time and pay records for the putative Class, Plaintiff's personnel file, and Defendant's
11 written policies. Defendant also provided information regarding the estimated number of current and
12 formerly employed Class Members, Aggrieved Employees, and PAGA Pay Periods.

13 8. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information
14 Defendant provided, including the sample records and documents regarding Defendant's wage and hour
15 policies. Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage
16 analysis prior to the mediation. The sample time and pay records analyzed contained 11,535 actual shifts
17 worked (representing roughly 25% of total shifts worked in the Class Period), which allowed Plaintiff's
18 expert to prepare an analysis *with a high degree of certainty*. In conjunction with their extensive factual
19 investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses
20 asserted in the litigation. Accordingly, Plaintiff's Counsel was able to evaluate the probability of class
21 certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims.
22 Thus, Plaintiff's and his Counsel's familiarity with the facts of the case and the legal issues raised by the
23 pleadings allowed them to act intelligently in negotiating the Settlement.

24 SETTLEMENT NEGOTIATIONS

25 9. On July 15, 2024, the Parties participated in a full day of private mediation before Michael D.
26 Young, Esq. The negotiations were at arm's length and, although conducted in a professional manner, were
27 adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute,
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1 but each side was also prepared to litigate their position through trial and appeal if a settlement had not been
2 reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's
3 claims and Defendant's defenses, a settlement was reached by the Parties. The material terms of the
4 settlement are set out in the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement").
5 A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. Additionally,
6 the proposed class notice is attached to the Settlement as **Exhibit A**.

7 10. To the best of my knowledge, I am not aware of any individual, representative, or class action
8 in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted in this
9 action on behalf of a class or group of individuals who would also be members of the putative Class, as
10 defined in this matter. I have come to this conclusion after a reasonable inquiry and review of the
11 LWDA's PAGA Case Search website, this Court's case search website, and other information
12 reasonably available online. Additionally, Defendant has not indicated there is any related case pending
13 as of the date of this declaration. As such, I am unable to name any case, the nature of any claims asserted
14 in such case, or the definition of a class of parties on whose behalf any action was brought that would
15 overlap with the putative Class or would otherwise be adversely affected by approval of this Settlement.

16 11. In compliance with Labor Code section 2699, subdivision (1)(2), Plaintiff's Counsel submitted
17 to the LWDA a notice of settlement and a copy of the proposed Settlement. A true and correct copy of the
18 LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**.

19 12. Class Members will not need to submit any claim form as a condition of receiving individual
20 settlement payments. (Settlement, ¶ 3.1.) Each Class Member who does not opt-out will be entitled to a pro
21 rata share of the Net Settlement Amount that is directly proportional to the number of Pay Periods worked
22 during the Class Period. (*Id.* at ¶ 3.2.4.) Likewise, each Aggrieved Employee will be entitled to a pro rata
23 share of the 25% share of the PAGA Penalties directly proportional to the number of PAGA Pay Periods.
24 (*Id.* at ¶ 3.2.5.)

25 13. The Settlement provides a fee application of not more than one third 33 1/3% of the Gross
26 Settlement Amount for reasonable attorneys' fees, plus reimbursement for actual litigation costs not to
27 exceed \$18,000.00, payable from the Gross Settlement Amount. (*Id.* at ¶ 3.2.2.) In the event the amounts
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1 finally approved are less, the difference will revert to Participating Class Members. (*Id.*)

2 14. The Settlement includes a Class Representative Service Payment up to \$7,500.00 payable from
3 the Gross Settlement Amount, subject to the Court's approval, to Plaintiff as the Class Representative, in
4 addition to the amount he is eligible to receive as a Class Member. (*Id.* at ¶ 3.2.1.) This award is for Plaintiff
5 initiating the Action and providing services in support of the Action. (*Id.* at ¶ 1.14.) In the event the award
6 finally approved is less, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.2.1.)

7 15. The Parties jointly appointed Phoenix Class Action Administration as the neutral entity to
8 administer this Settlement, agreed the Administrator will be paid the costs of administration work from the
9 Gross Settlement Amount, and estimated administration costs will not exceed \$5,950.00 (*Id.* at ¶¶ 1.2, 3.2.3.,
10 7.1.) In the event the amount finally approved is less, the difference will revert to Participating Class
11 Members. (*Id.* at ¶ 3.2.3.) At this time, the Administrator estimates costs will not exceed \$5,950.00, and a
12 true and correct copy of the Administrator's costs estimate is attached hereto as **Exhibit 4**.

13 16. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the
14 Administrator no later than 10 days after the Effective Date. (*Id.* at ¶ 4.3.)

15 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

16 17. Plaintiff's Counsel have conducted a thorough investigation into the facts of this case. Based on
17 the foregoing document and information exchange and on their own independent investigation and
18 evaluation, Plaintiff's Counsel are of the opinion that the proposed Settlement is fair, reasonable, and
19 adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk,
20 appellate risk, and the defenses that Defendant may assert both to certification and on the merits, the
21 Settlement is in the best interest of the Class.

22 18. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by
23 Defendant, on Plaintiff's expert's analysis of the sample records provided by Defendant, and on information
24 from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that
25 Defendant faced. At the time of mediation, there were an estimated: 77 Class Members who worked an
26 aggregate of 45,985 shifts, 9,512 Workweeks, at an average hourly rate of \$16.68. Additionally, there were
27 an estimated: 32 former employees falling within the three-year statute of limitations ("SOL") period for
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waiting time penalties, 47 employees falling within the one-year SOL period for inaccurate wage statement penalties and PAGA penalties, and 1,252 PAGA Pay Periods.

Accordingly, we calculated Defendant's potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Exposure
Unpaid Wages (Off the Clock)	9,512 Workweeks / 45,985 Shifts	\$16.68 average hourly rate	11,496 net unpaid hours (assuming 15 minutes per shift) (85.9% overtime)	\$41,105.25**
Unpaid Wages (Regular Rate)	9,512 Workweeks / 45,985 Shifts	\$16.92 average regular rate	Expert Analysis of Records	\$1,989.50*
Meal Period Violations	9,512 Workweeks / 45,985 Shifts	\$16.68 average hourly rate	2,109 unique meal break violations	\$17,589.06*
Rest Period Violations	9,512 Workweeks / 45,985 Shifts	\$16.68 average hourly rate	45,874 rest break violations (assuming 100% break violations for break-eligible shifts)	\$114,776.75**
Unreimbursed Business Expenses Violations	9,512 Workweeks / 45,985 Shifts	\$20 / month for cell phone usage; \$50 / employee for supplies	Expert Analysis of Records	\$7,549.50**
Labor Code § 203	Based on approx. 32 terminated employees within the 3-year SOL	\$16.68 average hourly rate /30-day max.	Assumes 8 hours / day	\$6,383.10***
Labor Code § 226	Based on approx. 47 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 1,252 pay periods within the 1-year SOL	\$6,142.50***

PAGA	Based on approx. 47 employees within the 1-year SOL	\$100 per pay period	Based on 1,252 pay periods within the 1-year SOL	\$6,260.00***
Total				\$201,795.66
* These figures are discounted based on a 50% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 15% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.				

19. As discussed above, Plaintiff's unpaid wages claim is due, in part, to allegations that Defendant did not compensate Class Members for all hours worked. Plaintiff alleges that Plaintiff and putative Class Members were required to perform work prior to clocking into work and after clocking out of work, without compensation. For example, Plaintiff alleges that Plaintiff and putative Class Members were required to arrive to work at least 10 minutes before their shifts in order to clock-in. Additionally, Plaintiff alleges that he was required to shut down machines and tidy the area after clocking out. Therefore, Plaintiff's Counsel estimated Class Members spent an average 15 minutes off the clock per shift during the Class Period. Plaintiff's Counsel and its data expert then estimated that, in light of the average regular and overtime rates of the Class Members and the calculation that 85.9% of unpaid work should have been paid at the overtime rate, Defendant failed to pay Class Members for approximately 11,496 hours. From this, Plaintiff's expert calculated that Defendant has a maximum potential liability of \$274,035.00. However, Defendant contended that all time worked was compensated, and that proving any such claim would prove that this issue is highly individualized and not susceptible to class-wide treatment. Additionally, "off-the-clock" claims are difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this claim – there are no records to be used as evidence. In light of these defenses, and for purposes of settlement, Class Counsel discounted the maximum potential liability by 85% (\$274,035.00 * .15). **Plaintiff's realistic damage estimate for the unpaid wages claim due to off-the-clock work is therefore \$41,105.25.**

20. Plaintiff's unpaid wage claim is also due to allegations that Defendant failed to pay overtime and sick pay at the proper regular rate of pay during the Class Period. Defendant's payroll records reflect pay

1 codes for additional remunerations, which Plaintiff alleges were non-discretionary, and as such, should have
2 been incorporated into employees' regular rate of pay. Plaintiffs' expert analyzed Defendant's sample records
3 and estimated Defendant's liability for underpaid overtime to be \$1,402.00 and for underpaid sick pay to be
4 \$2,577.00, for a total maximum potential exposure of \$3,979.00. Defendant disagrees and contends that each
5 of these payments were discretionary. Defendant further argues that to the extent that there were non-
6 discretionary bonuses that should have been incorporated into employees' regular rate, the resulting
7 underpayment was nominal. Defendant also argues that this claim is improper for class treatment, in part,
8 given the challenges in extrapolating this claim to the entire Class. Although I believe there is merit to this
9 claim, with conflicting interpretations on the issue, potential defenses to certifying this claim, lack of written
10 policies regarding criteria for bonus payments, and to account for potential difficulties in class certification,
11 I discounted the maximum damage exposure by 50%; accordingly, I arrived at **a realistic damage estimate**
12 **of \$1,989.50 for the regular rate of pay claim.**

13 21. Plaintiff's meal period claim is based on allegations that Defendant did not provide or maintain
14 sufficient meal period practices, such that Class Members were not always permitted or able to take meal
15 periods and/or were sometimes subjected to late, short and/or interrupted meal periods without compensation
16 in lieu thereof. Plaintiff also alleges that his meal breaks were almost always interrupted by deliveries or
17 supervisors asking him to do something. Additionally, Plaintiff alleges that there was a line to clock-in after
18 meal break, which required him to end his meal break early to line up in order to clock-in. The sample of
19 time and corresponding payroll records of the putative Class indicated that Defendant either failed to provide
20 a meal period or provided a short and/or interrupted meal period 2,109 times throughout the Class Period,
21 resulting in a 4.7% overall violation rate. Plaintiff's Counsel and its data expert then calculated that, in light
22 of these violations and the average hourly rate of the putative Class, Defendant had a potential liability of
23 \$35,178.12 (2,109 unique violations¹ * \$16.68 per hour). Defendant nonetheless contended that many meal
24 breaks were taken and, where a violation appears, it was a result of the Class Member voluntarily choosing
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26 ¹ Unique meal break violations are defined as shifts with at least one of the following: (1) recorded 1st
27 meal break after the end of the 5th hour for shifts greater than 5 hours, (2) 1st meal break less than 30
28 minutes for shifts greater than 5 hours, (3) no 1st meal breaks for shifts greater than 5 hours, or 4) no 2nd
meal breaks for shifts greater than 10 hours.

1 to forego a meal period, to take it after the end of the fifth hour, or to stop his or her break early to return to
2 work. Moreover, certification and proof of this claim would require declarations from Class Members and
3 obtaining such declarations potentially would reveal that each Class Member had a different experience with
4 respect to meal periods. In light of these defenses, and for purposes of settlement, Plaintiff's Counsel
5 discounted the potential liability by 50% ($\$35,178.12 * 0.50$). **Plaintiff's realistic damage estimate for the**
6 **meal period claim is therefore \$17,589.06.**

7 22. The rest break claim is based on the allegation that Defendant did not provide or maintain
8 sufficient rest break practices, such that Class Members were regularly required to work in excess of four
9 consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-
10 minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The precise
11 number of rest break violations could not be calculated since Defendant neither documented, nor is required
12 to document, when Class Members took their required rest breaks. Therefore, in preparation for mediation,
13 Plaintiff's Counsel estimated that Defendant had a one-hundred percent violation rate for shifts greater than
14 or equal to 3.5 hours in length. Plaintiff's expert then estimated that, in light of the estimated violation rate,
15 45,874 total rest breaks during the Class Period, and average hourly rate of the putative Class, Defendant
16 had a potential liability of $\$765,178.32$ ($45,874$ unique violations * $\$16.68$ per hour). Defendant
17 nonetheless contended that rest periods do not have to be recorded, that Class Members voluntarily chose
18 to forego some rest breaks and, significant for purposes of class certification, that this claim is individualized
19 in nature and therefore would require declarations indicating that Class Members shared a similar
20 experience as to rest breaks. In light of these defenses, and for purposes of settlement, Class Counsel
21 discounted the potential liability by 85% ($\$765,178.32 * 0.15$). **Plaintiff's realistic damage estimate for**
22 **the rest break claim is therefore \$114,776.75.**

23 23. The unreimbursed business expenses claim is based on the allegation that Defendant did not
24 reimburse Class Members for all expenses Class Members incurred in direct consequence of the discharge
25 of their duties. For example, Plaintiff was required to provide his own back brace, pens, box cutters, and
26 safety vest, which were all required for work. Additionally, Plaintiff alleges he and putative Class Members
27 were required to use their cell phones for work purposes. Therefore, in preparation for mediation, Plaintiff's
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1 Counsel estimated that Defendant should have reimbursed each Class Member approximately \$25.00 per
2 month for unreimbursed cell phone use and \$50 per employee for unreimbursed supplies. Plaintiff's expert
3 then estimated that, in light of the estimated maximum reimbursement, Defendant had a potential liability
4 of \$50,330.00. Defendant nonetheless contended that it complied with all of its reimbursement obligations,
5 and further, that the reimbursement claim would be difficult to certify, given the limited documentation and
6 the individualistic nature of this claim. In light of these defenses, and for purposes of settlement, Class
7 Counsel discounted the potential liability by 85% (\$50,330.00 * 0.85). **Plaintiff's realistic damage**
8 **estimate for the unreimbursed expenses claim is therefore \$7,549.50.**

9 24. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates
10 Defendant's maximum potential exposure, prior to risk-adjustment, is \$375,712.00, which breaks down as
11 follows: **\$127,662.00** for waiting time penalties for approximately 32 terminated Class Members in the 3-
12 year SOL; a **\$122,850.00** penalty for inaccurate wage statements based on approximately 47 Class Members
13 in the 1-year SOL; and **\$125,200.00** for PAGA penalties based on approximately 1,252 Pay Periods and the
14 Court assessing a \$100 penalty for each pay period containing a violation. However, I believe it would be
15 unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding
16 penalties and given Defendant's defenses, including without limitation, that any failure to pay all final wages
17 at the time of separation was not willful or intentional and that to the extent Plaintiff received wage statements
18 that were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand
19 the individualized and testimony-intensive nature of the wage claims could bar class certification or
20 otherwise significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore,
21 considering the underlying wage claims are realistically estimated to be \$183,010.06, awarding such a
22 disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied
23 a 95% discount to each penalty (resulting in **\$6,383.10** for waiting time penalties, **\$6,142.50** for inaccurate
24 wage statement penalties, and **\$6,260.00** for PAGA penalties) and accordingly arrived at **a realistic damage**
25 **estimate of \$18,785.60 for statutory and civil penalties.**

26 25. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all**
27 **claims, including penalties, is \$201,795.66.** This means **the \$190,240.00 gross settlement figure**
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1 **represents roughly 94.27% of the total realistic recovery.** This is an excellent result for the Class,
2 particularly because, under the Settlement, Class Members will receive timely and guaranteed relief,
3 avoiding the risk of not being able to recover anything.

4 26. With regards to the PAGA claims, Plaintiff and his Counsel believe the Settlement is a fair and
5 reasonable resolution that satisfies PAGA’s dual statutory purposes of deterrence and punishment, on the
6 one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. (Lab. Code
7 §§ 2698, *et seq.*) As a result of this litigation, Defendant has had to hire legal counsel, engage in informal
8 discovery, and participate in mediation. Defendant is also now having to pay civil penalties to the LWDA
9 under the Settlement, assuming final settlement approval is granted. (Settlement, ¶ 3.2.5.) Not including
10 its own attorneys’ fees and costs as well as the employer’s share of payroll taxes, Defendant will pay no
11 less than \$190,240.00 to resolve this matter—of which \$20,000.00 is allocated toward the PAGA claims
12 and will be distributed, in compliance with Labor Code section 2699 as 75% (\$15,000.00) to the LWDA
13 and 25% (\$5,000.00) to Aggrieved Employees—and the release obtained under the Settlement does not
14 preclude Aggrieved Employees from seeking remedies based on any underlying individual claims they
15 may have against Defendant or the other Released Parties. (Lab. Code § 2699(i).) Moreover, Plaintiff’s
16 Counsel are of the opinion that because the issues here are fairly contested, there is a possibility of the Court
17 not awarding the PAGA penalties even if Plaintiff prevailed on the merits due to the largely discretionary
18 nature of awarding PAGA penalties. Indeed, under Labor Code section 2699, subdivision (e)(2), a Court can
19 reduce PAGA penalties “if, based on the facts and circumstances of the particular case, to do otherwise would
20 result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (Lab. Code § 2699(e)(2).) In other
21 words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject
22 to a substantial reduction.

23 27. While Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each
24 cause of action. Plaintiff also recognizes that proving the amounts of wages owed to each Class Member
25 would be an expensive, time-consuming, and uncertain proposition.

26 28. The Settlement obviates the significant risk that this Court may deny certification of all or some
27 of Plaintiff’s claims. Furthermore, even if Plaintiff was able to pursue his claims on a class-wide basis and
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1 obtain certification of all or some of the claims, continued litigation would be expensive, involving a trial
2 and possible appeals, and would substantially delay and reduce any recovery by the Class.

3 29. This Settlement avoids the risks, burdens, and the accompanying expense of further litigation.
4 Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-
5 wide data analysis, they have not conducted extensive formal discovery, including depositions. Moreover,
6 preparation for class certification and a trial would remain for the Parties as well as the prospect of appeals
7 in the wake of a disputed class certification ruling for Plaintiff and/or any summary judgment ruling. As a
8 result, the Parties would incur considerably more attorneys' fees and costs through trial.

9 30. The Net Settlement Amount available for settlement payments is estimated to be *no less than*
10 **\$75,376.67** for an estimated Class of **77 individuals**.² As a result, it is estimated each Participating Class
11 Member will receive an average gross benefit of approximately **\$978.92** prior to tax withholdings on the
12 wage portion of payments. Considering Class Members' average hourly rate is \$16.68, the average benefit
13 is roughly **58.7 hours of work**. This amounts to **an estimated Workweek value of roughly \$7.92** for the
14 currently estimated **9,512 Workweeks**. Additionally, it is currently estimated there are **47 Aggrieved**
15 **Employees** who will receive an estimated average of approximately **\$106.38** from their \$5,000.00 total share
16 of the PAGA Penalties, which results in an estimated **Pay Period value of \$3.99** per pay period based on the
17 currently estimated **1,252 PAGA Pay Periods**. The actual amounts to Participating Class Members and
18 Aggrieved Employees will vary based on each individual's duration of work during the Class Period or
19 PAGA Period, respectively; thus, those who worked longer will receive a gross benefit greater than the
20 average estimated amount. At this time, the high and low range of payments to Class Members is unknown.
21 These ranges will be calculated by the Administrator following preliminary approval and receipt and
22 processing of the Class List and will be provided to the Court in a motion for final approval.

23 31. The proposed Settlement of \$190,240.00 therefore represents a substantial recovery when
24 compared to Plaintiff's reasonably forecasted recovery. When considering the risks of litigation, the
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26 ² The Net Settlement Amount is at least \$190,240.00 less the following: \$7,500.00 for the Class
27 Representative Service Payment, \$5,950.00 for Administration Expenses Payment, \$20,000.00 for the PAGA
28 Penalties to the LWDA and Aggrieved Employees, \$63,413.33 for the Class Counsel Fees Payment, and up
to \$18,000.00 for the Class Counsel Litigation Expenses Payment. (Settlement, ¶¶ 3.2.1-3.2.5.)

1 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the
2 probability of appeal, it is clear the Settlement amount of \$190,240.00 is within the “ballpark” of
3 reasonableness, and that preliminary settlement approval is appropriate.

4 THE SERVICE AWARD TO PLAINTIFF IS REASONABLE

5 32. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated
6 immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff provided
7 valuable information regarding his hours worked, and what duties were performed during those hours.
8 Plaintiff also provided information regarding meal periods taken and missed by Plaintiff and other Class
9 Members. Plaintiff participated in decisions concerning this action, assisted in preparation for the mediation,
10 and provided my office with the names and contact information of potential witnesses in this action. Before
11 we filed this case, Plaintiff worked with my office to determine the viability of his claims. Plaintiff also
12 provided information and documents relating to his employment by Defendant. The information and
13 documentation provided by Plaintiff was instrumental in establishing the wage and hour violations alleged
14 in this action, and the recovery provided for in the Settlement would have been impossible to obtain without
15 his participation.

16 33. At the same time, Plaintiff faced many risks in adding himself as the named Plaintiff in this
17 matter. Plaintiff faced actual risks with his future employment, as putting herself on public record in an
18 employment lawsuit could also very well affect his likelihood for future employment. For example, a search
19 of Plaintiff’s name will reveal this action, and as a result, many employers may likely forego hiring
20 Plaintiff in learning he sued a former employer.

21 34. In turn, Class Members can now participate in a settlement, reimbursing them for wage
22 violations they may have never known about or been willing to pursue on their own. If each Class Member
23 would have tried to pursue legal remedies on their own, that would have resulted in each having to expend a
24 significant amount of their own monetary resources and time, not to mention limited judicial resources, which
25 were obviated by Plaintiff putting himself on the line on behalf of the Class.

26 35. In the final analysis, this class action would not have been possible without the aid of Plaintiff,
27 who put his own time and effort into this litigation and placed himself at risk for the sake of the Class. The
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1 requested service payment to Plaintiff for his service as the Class Representative is a relatively small amount
2 of money considering the time and effort put into the litigation and compared to enhancements granted in
3 other class actions. The requested service payment is therefore reasonable to compensate Plaintiff for his
4 active participation in this lawsuit.

5 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

17 39. My current billing rate is \$950.00 per hour, which is my usual hourly rate for wage and hour
18 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the highly
19 specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
20 <http://www.laffeymatrix.com/see.html>, [last visited January 2, 2025].) The Laffey Matrix is a “well-
21 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
22 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
23 Laffey Matrix is attached hereto as **Exhibit 7**. California Courts have adjusted the Laffey Matrix rate
24 upwards based on “locality pay differentials” and the location of counsel’s office in California to determine
25 whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey
26 Matrix rate based on an approximate difference of 9% between the locality pay differential of the District
27 of Columbia and San Francisco, California, where counsel’s office was located].) To determine the locality
28

1 pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the
2 federal courts. (*Id.* at 921–22.) Using the same method here and based on Class Counsel’s location in Los
3 Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the
4 locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference
5 of approximately 2.5%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January
6 13, 2024 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 13, 2025.) True
7 and correct copies of the Los Angeles-Long Beach and Washington-Baltimore-Arlington salary plans are
8 attached hereto as **Exhibit 8** and **Exhibit 9**, respectively. Based on my 18 years of experience, my Laffey
9 Matrix rate with a 2.5% adjustment is \$971.70 per hour (\$948 Laffey Matrix rate + (2.5% x \$948)).
10 Accordingly, my current billing rate of \$950.00 per hour is reasonable.

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

11 LILIT TER-ASTVATSATRYAN'S EXPERIENCE AND QUALIFICATIONS

12 41. Lilit Ter-Astvatsatryan is a Partner at Moon Law Group, PC. Since she was admitted to the
13 California Bar, her practice has exclusively focused on labor and employment class action lawsuits involving
14 California and federal labor laws.

15 42. Mr. Ter-Astvatsatryan received her Juris Doctorate from the University of California, Hastings
16 College of the Law in 2017, where she served as a Symposium Editor for the Hastings Race and Poverty
17 Law Journal and a Teaching Assistant to the Legal Research & Writing and Legal Analysis programs. In
18 law school, she served as a Judicial Extern to the Honorable Patrick J. Walsh of the United States District
19 Court, Central District of California.

20 43. Ms. Ter-Astvatsatryan received her undergraduate degree in 2014 from the University of
21 California, Los Angeles with a Bachelor of Arts degree in Anthropology and a minor in English Literature.

22 44. Ms. Ter-Astvatsatryan's billing rate is \$850.00 per hour, which is her usual hourly rate
23 in wage and hour litigations. Based on Ms. Ter-Astvatsatryan's nearly eight years of experience, her
24 Laffey Matrix rate with a 2.5% adjustment is \$859.98 per hour (\$839 Laffey Matrix rate + (2.5% x \$839)).
25 (See Exh. 7.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Ter-
26 Astvatsatryan's billing rate of \$850.00 per hour is reasonable.

27 45. As a Partner working solely on wage and hour class action cases, she has been involved in all
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aspects of complex litigation, including assisting in class certification motions in the following cases:

- (a) Macario Gonzalez v. Metcon TI, Inc., Alameda Superior Court, Case No. RG19015589 [after class certification motion was filed, the parties attended mediation and ultimately resolved the matter on a class wide basis];
- (b) Miguel Angel Lopez Cuadras v. R.C. Wendt Painting, Inc., Los Angeles Superior Court, Case No. BC705964 [after class certification motion was entirely briefed, the parties attended mediation and ultimately resolved the matter on class wide basis];
- (c) Noe Armendariz v. Kinkisharyo International, LLC, United States District Court, Central District of California, Case No. 2:19-cv-08757-JAK-KS [motion for class certification filed, decision pending].

46. Additionally, the following is a list of cases where she briefed preliminary and final approval motions of class action settlements that were ultimately granted by each respective Court:

- (a) Ana Rose De Jesus, et al. v. Philippine National Bank, et al, Los Angeles Superior Court, Case No. BC673024;
- (b) Andres De La Riva Sotelo v. Belfor USA Group, Inc., Los Angeles Superior Court, Case No. BC688895;
- (c) Carlos Vertti v. Bagcraft Papercon III, LLC, et al., Los Angeles Superior Court, Case No. 19STCV12729;
- (d) Christopher Thurman v. Wanton Group SP, LLC, et al, Los Angeles Superior Court, Case No. 19STCV18772;
- (e) Francisca Velasco v. Paige, LLC, Los Angeles Superior Court, Case No. 19STCV12114;
- (f) Jose Montoya v. The Golden 1 Credit Union, Sacramento Superior Court, Case No. 34-2018-00228252;
- (g) Malu Vaesau v. Double AA Corporation, San Francisco Superior Court, Case No. CGC-19-572598; and
- (h) Tyler Jones v. Citiguard, Inc., Los Angeles Superior Court, Case No. BC664890;

- 1 (i) Venancio Miranda v. Maximum Nursery, Inc., Santa Barbara Superior Court, Case
2 No. 19STCV06041.

3 47. In addition to her work on complex litigation matters and class actions, she has authored
4 published articles on California labor laws, including:

- 5 (a) Lilit Ter-Astvatsatryan and H. Scott Leviant, Where Troester Stops Not Even
6 Troester Knows, Daily Journal (Los Angeles & San Francisco), July 2, 2019; and
7 (b) Lilit Ter-Astvatsatryan and H. Scott Leviant, Unaccounted Time: Reading the Tea
8 Leaves of Troester, Daily Journal (Los Angeles & San Francisco), September 12,
9 2018.

10 EDWIN KAMARZARIAN'S EXPERIENCE AND QUALIFICATIONS

11 48. Edwin Kamarzarian is an associate attorney at Moon Law Group, PC. Mr. Kamarzarian
12 represents employees in all aspects of employment litigation, including wage and hour class action and
13 representative actions involving claims related to overtime and minimum wages, meal and rest break
14 violations, improper wage statements, PAGA, and unfair business practices.

15 49. Mr. Kamarzarian received his B.A. in Philosophy with honors from the University of California,
16 Riverside, and his J.D. from Southwestern Law School. While in law school, Mr. Kamarzarian served as a
17 certified law clerk for the Los Angeles County District Attorney's office.

18 50. Mr. Kamarzarian's hourly billing rate is \$700.00 per hour, which is his usual hourly rate in wage
19 and hour litigations. Based on Mr. Kamarzarian's 6 years of experience, his Laffey Matrix rate with a 2.5%
20 adjustment is \$595.53 per hour (\$581 Laffey Matrix rate + (2.5% x \$581)). (See Exh. 7.) As compared to the
21 Laffey Matrix rate and when considering his experience, an hourly rate of \$700.00 is reasonable.

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

- 25 (a) In July of 2021, Mr. Kamarzarian prepared the briefing submitted to JAMS to deny
26 arbitration of a class and representative action compelled to arbitration, which was
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successful, resulting in the case being sent back to the superior court in the matter of *Pagoulatos v. Coasthills Credit Union* (Santa Barbara No. 20CV02801).

(b) In September of 2021, Mr. Kamarzarian successfully opposed a motion to compel arbitration by arguing Defendant waived its right to arbitrate under the arbitration agreement, resulting in a prompt settlement on a class-wide basis in the matter of *Bustamante v. Virgil Advanced Skill Nursing, Inc.* (LASC No. 19STCV00801).

(c) In January 2022, Mr. Kamarzarian helped prepare the briefing in a class certification motion filed by a co-Plaintiff, which was granted, in part, in the matter of *Thong v. Outlook Resources, Inc.* (LASC Consolidated No. 20STCV43748).

52. Since April 2021, Mr. Kamarzarian's practice has shifted to almost exclusively representing employees in putative wage and hour cases. Mr. Kamarzarian's fees have been repeatedly approved by multiple Courts in this state. Mr. Kamarzarian participated in the litigation and resolution of many wage and hour class actions and representative actions, including obtaining preliminary and final approval of class settlements and approval of PAGA settlements. A selection of cases wherein Mr. Kamarzarian served as Class Counsel or PAGA Counsel includes: *Pagoulatos v. Coasthills Credit Union* (Santa Barbara No. 20CV02801) (\$1,100,00 for a class of approx. 460 members; approving \$400/hr.); *Bustamante v. Virgil Advanced Skill Nursing, Inc.* (LASC No. 19STCV00801) (\$700,000 for approx. 348 class members); *Barahona v. Methodist Hosp. of So. Cal.* (LASC No. 20STCV09876) (\$5,000,000 for a class of approx. 3,329 members); *Barrios v. C.B. Nichols Egg Ranch* (San Bernardino No. CIVSB2112296) (\$875,000 for a class of approx. 389 members; approving \$400/hr.); *Campos v. Adecco USA, Inc.* (Contra Costa No. C21-00473) (\$170,000 for approx. 822 aggrieved employees; approving \$400/hr.); *Castillo v. Freedom Painting, Inc.* (LASC No. 20STCV22365) (\$250,000 for approx. 345 class members); *Dale v. Con-Lee Restaurants, Inc.* (Santa Clara No. 20CV364938) (\$415,000 for approx. 1,612 class members); *Drews v. Tuff Shed, Inc.* (Sacramento No. 34-2021-00300020-CU-OE-GDS) (\$100,000 for approx. 565 aggrieved employees); *Elliott v. Sage Hosp. Res., LLC* (San Diego No. 37-2020-00043180-CU-OE-CTL) (\$450,000 for approx. 454 class members; approving \$400/hr.); *Ellison v. Granite Hills Healthcare & Wellness Ctr., LLC* (San Diego No. 37-2021-00032864-CU-OE-CTL) (\$130,000 for 666

aggrieved employees; approving \$400/hr.); *Galvez v. Yamato Valencia, Inc.* (LASC No. 20STCV22760) (\$300,000 for 439 class members; approving \$400/hr.); *Gonzalez v. A.M. Castaneda, Inc.* (San Diego No. 37-2021-00017374-CU-OE-CTL) (\$350,000 for approx. 311 class members); *Gonzalez v. Paradigm Treatment Ctrs., LLC* (LASC No. 21STCV25649) (\$95,000 for 212 aggrieved employees); *Gooding v. AAA Quality Servs., Inc.* (Kern No. BCV-21-100405) (\$510,000 for approx. 308 class members; approving \$400/hr.); *Hickey v. Florence Crittenton Servs. of Orange Cty.* (Orange No. 30-2020-01168166-CU-OE-CXC) (\$750,000 for approx. 823 class members); *Kwist v. Castle Oaks Golf Mgmt., LLC* (Sacramento No. 34-2020-00275335-CU-OE-GDS) (\$150,000 for approx. 99 class members; approving \$400/hr.); and *Majdoub v. Argent Hotel Mgmt., LLC* (San Francisco No. CGC-20-582921) (\$1,800,000 for 2,304 class members; approving \$400/hr.).

CLASS COUNSEL’S EXPERIENCE AND QUALIFICATIONS

53. 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 comprised of approximately 30 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 and knowledge in wage and hour class actions, PAGA representative actions, and labor and employment law generally, the substantive (state and federal) and procedural law of which is frequently evolving.

54. 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

1 courts in California. Also, the firm and its lawyers have successfully settled hundreds of cases during that
2 time, including wage and hour class and/or PAGA actions.

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

6 56. I respectfully submit that the attorneys of Moon Law Group, PC, myself included, are well
7 suited to act as Class Counsel in this action, and we have, and will continue to, vigorously represent the
8 interests of the Class. To my knowledge, we do not have any conflicts of interest with Plaintiff, other Class
9 Members, or the proposed Settlement Administrator, and we are not related to Plaintiff. We respectfully
10 request to be appointed as Class Counsel, for settlement purposes.

11 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

12 57. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to 33
13 1/3% of the Gross Settlement Amount, currently estimated to be \$63,413.33. (Settlement, ¶ 3.2.2.) The
14 proposed award of attorneys' fees can be justified under either the lodestar method or the
15 percentage/common-fund recovery method. Plaintiff's Counsel, however, intend to base the proposed fees
16 award on the percentage method, as many of the entries in the time records will have to be redacted to
17 preserve attorney-client and attorney work product privileges.

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

22 59. It is further estimated that my office will need to expend at least another 50 to 100 hours to
23 monitor the administration process leading up to the final approval, prepare for final approval, and oversee
24 distribution to the Class following final approval. My office also bears the risk of taking whatever actions
25 are necessary should Defendant fail to pay.

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

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

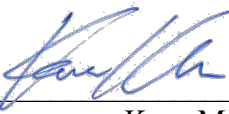
15 62. My office invested significant time and resources into the case, with payment deferred to the
16 end of the case, and then, of course, contingent on the outcome. My office's efforts have included, and will
17 include following preliminary and final approval, without limitation, the following:

- 18 (a) Numerous interviews with Plaintiff and review of documents provided by him;
 - 19 (b) Legal research and investigation regarding Defendant's business and employment practices at
20 numerous points in the litigation;
 - 21 (c) Preparation and submission of Plaintiff's PAGA notice letter;
 - 22 (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint and
23 subsequent first amended complaint;
 - 24 (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel regarding
25 mediation and to obtain relevant documents and information through informal discovery;
 - 26 (f) Research and preparation of Plaintiff's mediation brief;
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- 1 (g) Analysis of the discovery production and preparation of a damages model with the aid of a
2 statistics expert;
- 3 (h) Attendance and active participation at a full day of mediation;
- 4 (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- 5 (j) Preparation of the motion for preliminary approval and the accompanying filings;
- 6 (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- 7 (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice
8 mailing, Class responses, and preliminary and final calculations;
- 9 (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and
10 accompanying filings;
- 11 (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and then
12 monitoring of the distribution of funds following final approval; and
- 13 (o) Anticipated responding to Class Member inquiries and communicating with Plaintiff regarding
14 the case.

15 63. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution
16 has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* \$190,240.00
17 to compensate Class Members for the alleged unlawful wage and hour practices. I am informed and believe
18 that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the
19 Operative Complaint would have gone completely unremedied.

20 I declare under penalty of perjury under the laws of the State of California and the United States that
21 the foregoing is true and correct. Executed on March 3, 2025, at Los Angeles, California.

22
23
24 
25 _____
Kane Moon