Alan Harris (SBN 146079)
harrisa@harrisandruble.com
Priya Mohan (SBN 228984)
pmohan@harrisandruble.com
HARRIS AND RUBLE
655 North Central Ave, 17th Floor
Glendale CA 91203
Telephone: (323) 962-3777
Facsimile: (323) 962-3004

Attorneys for Plaintiff
Michelle Schwanke

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MICHELLE SCHWANKE, individually, on behalf of all others similarly situated, and as a proxy of the State of California on behalf of aggrieved employees,

Plaintiff,

v.

BODY CONCEPTS BY ORANGE TWIST 1 CORP., a California Corporation; and Does 1 to 100, inclusive,

Defendants.

Case No. 24STCV06778
Assigned to Hon. Laura A. Seigle

DECLARATION OF ALAN HARRIS IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT

Date: December 10, 2025
Time: 9:00 a.m.
Dept.: 17
Spring Street Courthouse
312 North Spring Street
Los Angeles, CA 90012

Complaint Filed: March 18, 2024
FAC Filed: May 17, 2024

ALAN HARRIS declares under penalty of perjury under the laws of the State of California and the United States as follows:

1. I am a member in good standing of the State Bar of California and am one of the attorneys for Plaintiff Michelle Schwanke ("Plaintiff" or "Schwanke") in this action. I make this Declaration on behalf of Plaintiff and in support of the Motion to Approve PAGA Settlement. If sworn as a witness, I could competently testify to each fact set forth herein from my own personal knowledge.

2. Plaintiff provided notice under the Labor Code Private Attorneys General Act ("PAGA") to the California Labor and Workforce Development Agency ("LWDA") and Defendant Body Concepts by Orange Twist 1 Corp. ("BCOT") regarding its alleged violations of the California Labor Code on February 22, 2024. The class action and PAGA law enforcement Complaint, initiating this action was filed on March 18, 2024. The Complaint sought recovery of unpaid wages, restitution, continuing wages, damages, statutory penalties, civil penalties, and reimbursement of attorneys' fees and costs. On May 17, 2025, the operative First Amended Complaint ("FAC") was filed. The FAC perfected Plaintiff's PAGA claim by confirming that the 65-day PAGA notice period had passed. A copy of the FAC was also electronically filed with the LWDA on May 22, 2024.

3. On April 11, 2024, Defendant filed a Motion to Compel Arbitration and Stay the Proceedings, contending that a binding arbitration agreement precluded Plaintiff's class claims. On May 19, 2025, the Court granted Defendant's Motion and Ordered that Plaintiff was required to submit her individual claims, including her individual PAGA claims to arbitration, and dismissed the Class Claims. The non-individual PAGA claims were stayed pending arbitration. This Settlement resolves Plaintiff's representative and individual PAGA claims. Her remaining individual claims will be resolved in arbitration.

4. A true and correct copy of the Settlement Agreement and Release of Private Attorneys General Act Claims between Plaintiff Schwanke and Defendant BCOT (the "Settlement Agreement") is attached hereto as **Exhibit 1**. The proposed Notice of PAGA Settlement to Aggrieved Employees is attached as Exhibit A to the Settlement Agreement. The proposed Notice is in English only as Defendant's employees are effectively required to have English proficiency and are proficient. Attached

hereto as **Exhibit 2** is a true and correct copy of the article referenced in the Motion: Jennifer Kramer, et al., *PAGA at 20: What Happens When Cases Go to Trial?*, Vol. 38, No. 4, Cal. Lab, & Emp. L. Review 1, at p.4 (2024). **Exhibit 3** is a true and correct copy of the detailed records of the time spent by Harris & Ruble investigating the facts, researching the law, analyzing the claims and negotiating the settlement as well as completing the settlement procedures, to date. Attached hereto as **Exhibit 4** is a true and correct copy of a cost report showing the $19,008 in costs Harris & Ruble reasonably incurred and anticipated in the litigation of this matter. The total costs incurred by Plaintiff's counsel are less than the $20,000 maximum costs permitted for reimbursement in the Settlement Agreement. Plaintiff is solely seeking costs associated with this case, and not prosecution of Plaintiff's individual claims. Concurrently with filing this motion, Plaintiff has submitted the Settlement to the Labor Workforce Development Agency ("LWDA") for review. A true and correct copy of the submission confirmation is attached here as **Exhibit 5**.

5. Plaintiff Schwanke worked for BCOT as a licensed esthetician[1] during the PAGA Period at multiple locations, including Newport Beach and San Juan Capistrano. Plaintiff alleges that she and other Aggrieved Employees were routinely denied duty-free meal periods and rest breaks, proper wage statements and the timely payment of wages. Plaintiff alleges that although she was a commission-based employee, BCOT failed to pay her the correct overtime wage as required by law. Plaintiff also alleges that Defendants created a discriminatory and hostile work environment for female employees.

6. The proposed PAGA Settlement reached with Defendant totals $200,000.00. Ex. 1 at ¶ 1.11. The Settlement amount is broken down as follows: (1) $105,475 toward PAGA civil penalties; (2) $3,850 in costs to the settlement administrator; (3) $66,667 in proposed attorney's fees; (4) $19,008 in costs; and 5) $5,000 for a PAGA Representative Payment to Plaintiff. Pursuant to the PAGA, of the $105,475 amount paid in settlement of the claim for civil penalties, 25% is payable to the Aggrieved Employees ($26,368.75) and 75% is payable to the LWDA ($79,106.25). Labor Code § 2699(i).[2] The Settlement includes a dismissal with prejudice by Plaintiff of her representative and

[1] To become a licensed esthetician in California, one must: complete 600 hours of training at a licensed esthetics program as well as pass written and practical examinations, including a state board exam.

[2] Because this action was filed before June 19, 2024, the recent PAGA amendments do not apply. Cal. Lab. Code §§ 2699(v); 2699.2(g), (h); 2699.5(b).

individual PAGA claims. The balance of her claims will be resolved in arbitration. On May 19, 2025, the Court granted Defendant's Motion to Compel Arbitration, which required Plaintiff to submit her individual claims to arbitration and to dismiss her class claims. Plaintiff requests that her individual (non-PAGA) claims be dismissed without prejudice.

Summary of Investigation

7. In April 2023, I was contacted by Plaintiff requesting that Harris & Ruble assist her in securing payment of her wages for work she had done for Defendant. On April 10, 2023, my office requested records pertaining to her employment, including those to which she was entitled under sections 226(b), 432 and 1198.5 of the California Labor Code (the "Code").

8. Before settlement, the Parties engaged in substantial informal discovery for mediation. Defendants agreed to provide informal class and PAGA discovery ahead of mediation and the undersigned engaged in informal interviews with several witnesses.

9. Beginning in October 2024, as part of our preparation for settlement discussions and mediation, we reviewed time punch records and payroll records for Aggrieved Employees during the class and PAGA periods. We reviewed records reflecting the timing of payments to Defendant's employees, including random ID numbers; daily pay rates; work dates; and paycheck dates. According to the data Defendant provided at the time of mediation, there were an estimated 116 Aggrieved Employees who cumulatively worked 3,305 PAGA Pay Periods during the PAGA Period between February 22, 2023, to March 12, 2025. There are approximately 42 former employees in the PAGA group.

10. This analysis permitted our team to approximate the maximum amount of civil penalties at issue in this case. Based on my review, I have concluded that the non-reversionary $200,000 cash settlement is fair, adequate and reasonable, and in the best interest of the Aggrieved Employees.

11. Plaintiff's Counsel conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and on my own independent investigation and evaluation, I am of the opinion that the Settlement is fair, reasonable, and adequate._Furthermore, in light of all known facts and

circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that could be asserted by Defendant on the merits, the PAGA Settlement is in the best interests of the Aggrieved Employees. The PAGA Settlement avoids the risks, burdens, and the accompanying expense of further litigation. Although the Parties have engaged in a significant amount of investigation, informal discovery, and employee data analysis, they have not participated in substantial formal discovery procedures, including depositions and expert discovery. Moreover, assuming Plaintiff prevails in arbitration on her individual claims, including her individual PAGA claim, preparation for trial would remain for the Parties as well as the prospect of appeals. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

12. The violations triggering PAGA penalties in this case include minimum wage, overtime, wage statement, meal break and rest period, continuing wage and failure to reimburse expenses. PAGA penalties are not mandatory, but rather, permissive. Code § 2699(e)(2). Further, based on case law and my experience, it is appropriate to substantially discount penalties and civil penalties. E.g., Rodriguez v. West Publishing Corp., 563 F. 3d 948, 955 (9th Cir. 2009) (antitrust); In re Cmty. Bank of N. Virginia, 622 F.3d 275, 311–12 (3d Cir. 2010), as amended (Oct. 20, 2010) (illegal home equity lending scheme).

13. Assuming a $100 civil penalty per pay period and a total of 3,305 estimated PAGA Pay Periods, Defendant's maximum potential exposure in this Action for civil penalties under PAGA is estimated to be $1,987,300. The $200,000 settlement amount is approximately 10% of the potential award. After the payment of the requested costs of administration, PAGA Counsel's attorney's fees and litigation expenses, and the requested PAGA representative services payment to Plaintiff, the amount estimated as PAGA Penalties for the LWDA and Aggrieved Employees is at least $105,475.[3] The PAGA Penalties will be split with 75% going to the LWDA and 25% going to Aggrieved Employees on a pro data basis based on the number of Pay Periods the Aggrieved Employee worked during the PAGA Period. Ex. 1 at ¶ 1.12. Accordingly, at least $26,369 will be available to the estimated 116 Aggrieved Employees, which results in an average Individual PAGA Payment of $227 and a Pay Period value of $7.98 for each of the 3,305 estimated Pay Periods. This is a significant recovery, not only because further

[3] The PAGA Penalties amount is $200,000 - Administration Costs ($3,850) – Attorney Fees ($66,667) – Attorney Costs ($19,008) and PAGA Representative Service Payment ($5,000) = $105,475.

litigation may have resulted in a net-zero recovery based on the facts of the case and defenses asserted by Defendant, but also because of discretion involved in a Court award of PAGA penalties, and the risk of not being able to proceed on a representative basis at all due to potential manageability issues.

14. The proposed Settlement is reasonable as several factors may reduce the maximum potential recovery, including but not limited to the following: the potential that the Court could award less penalties; the lack of willfulness on the part of Defendant; the risk that Plaintiff may recover nothing; and Defendants' denial on the merits and related defenses. A recent study published by the California Lawyers Association (CLA), California Labor & Employment Law Review gathered and evaluated the amount of PAGA penalties being awarded by courts after a bench trial. The authors of the study collected judgments in PAGA cases that have gone to trial over the past twenty years. Out of the 70 cases analyzed, courts awarded civil penalties in 41 cases. The courts exercised their discretion to reduce penalties more than half of the cases where violations were found, and [o]n average, when courts did reduce penalties, they cut them by 77% This includes cases where penalties were reduced to zero. . ." Jennifer Kramer, et al., P*AGA at 20: What Happens When Cases Go to Trial?*, Vol. 38, No. 4, Cal. Lab, & Emp. L. Review 1, at p.4 (2024). Further, the study found that:

> In the 70 judgments analyzed, the median request was approximately $2.3 million. In other words, half of the plaintiffs' requests were higher than $2.3 million, and half were lower than $2.3 million. The median amount awarded by the trial court was $150,000, or 6.6% of the median request.

Ex. 2 at p.3.

15. I believe the result achieved is in the best interests of the State, who my firm represents here through PAGA. In consideration of the facts, the history of various similar PAGA decisions that significantly reduce maximum penalties amounts and the risk that Plaintiff may recover nothing, the proposed Settlement is fair to those affected and is genuine, meaningful, and reasonable considering the statute's purposes. Further, I believe that this is an excellent result because, under the Settlement, Aggrieved Employees will receive timely, guaranteed relief and will avoid the risk of no recovery at all.

<u>Summary of Settlement Negotiations</u>

16. On March 12, 2025, the Parties participated in a full-day mediation session with an experienced wage and hour mediator, Chad Anderton of Anderton Mediation. Although the case did not

settle at mediation, the Parties continued to negotiate in good faith, exchanging additional information and engaging in continued dialogue with Mr. Anderton's assistance. In preparation for the Mediation, Plaintiffs retained a consulting expert with a great deal of experience in this field, EconONE Research, Inc., specializing in analysis of large amounts of data to assist clients in dispute resolution.[4] The matter settled after mediation when the mediator issued a mediator's proposal for resolution of the PAGA claim, which was accepted by all Parties.

17. In this case, the parties achieved a settlement after extensive informal pre-mediation discovery. Defendant called on respected and experienced class action counsel, CDF Labor Law LLP. The parties have engaged in substantial investigation and extensive pre-mediation discovery. Utilizing available class data, the parties were able to thoroughly meet and confer regarding the issues in this case before they finally executed the long form Settlement Agreement. Plaintiffs and their counsel diligently pursued an investigation of the claims against Defendants, any and all applicable defenses, and the applicable law. The investigation included the exchange of information pursuant to informal discovery for mediation, numerous meetings and conferences between Plaintiff's Counsel and Defendant's Counsel, and review and analysis of records with our expert. Prior to settlement negotiations, Plaintiff's Counsel and our consulting expert analyzed the records and prepared a detailed damages model. The parties ultimately reached an arms-length settlement of the PAGA claim, which Plaintiff now submits to this Court for approval. The settlement negotiations were vigorous, truly arms' length, and involved a contentious—albeit collegial—debate.

18. For purposes of summarizing the risks and evaluating the settlement's reasonableness, the undersigned is mindful that this estimate must be "tempered by factors such as the risk of losing at trial, the expense of litigating the case, and the expected delay in recovery (often measured in years)." In re Toys R Us-Delaware, Inc.-- Fair & Accurate Credit Transactions Act (FACTA) Litig., 295 F.R.D. 438, 453 (C.D. Cal. 2014). Based on data provided by Defendant and my analysis of the untimely paid wages, damages, penalties and civil penalties at issue in this case, I have concluded that the

[4] Background information regarding the firm is found at https://econone.com/ (last accessed October 13, 2025. We have previously worked with EconOne on other class and PAGA cases, and their services have been discharged in a professional manner.

settlement of the PAGA claim is fair and reasonable, and in the best interest of the State and the Aggrieved Employees.

Notice to Aggrieved Employees

19. In accordance with the proposed Settlement, the Notice attached as Exhibit A to the Settlement will be sent along with the Aggrieved Employee's Settlement check. The concurrently filed ILYM Declaration describes the notice process in detail, as well as the qualifications of the proposed Administrator. See ILYM Decl., ¶¶ 2-6. ILYM has no financial interest or affiliation with any of the parties or counsel associated with this case. ILYM Decl., ¶ 3. ILYM was selected as the low bidder among four qualified administrators who bid on the project. We have previously worked with ILYM on other class and PAGA cases, and their services have been discharged in a professional manner.

20. Before filing this action, I explained to Plaintiff the duties and obligations of acting as a class and/or PAGA representative. I also explained to her that, in addition to damages, the action would seek penalties and PAGA civil penalties. I have reviewed any potential conflicts and concluded that neither Plaintiff nor Harris & Ruble have any disqualifying conflicts with either the Aggrieved Employees or the Defendant. Plaintiff contends that her claims are similar to those of the Aggrieved Employees, all of whom worked as hourly employees during the PAGA Period, and were allegedly subject to untimely payment of wages and wage statement violations. Plaintiff and Aggrieved Employees have a common interest in holding Defendant responsible for any amounts that may be owed to them under the provisions of the Labor Code. Plaintiffs are demonstrably committed to pursuing the claims of the Aggrieved Employees, and Plaintiffs' motivation in retaining counsel and pursuing this action has solely been to collect owed amounts for herself and her fellow employees.

21. Plaintiff requests a $5,000 incentive payment in light of her willingness to come forward with this action as the PAGA Representative on behalf of the Aggrieved Employees, and in light of her efforts in advancing the litigation, this proposed payment is reasonable. Plaintiff obtained the services of counsel, provided documents and ongoing updates with respect to the status of the payroll systems, and coordinated with counsel to put together documents and spent many hours discussing the case with counsel. In doing so, she has successfully brought and maintained claims that may have never

been brought. Plaintiff also suffers the risk of reputational harm for stepping forward as a representative. There is a very real risk that if a potential employer learned that Plaintiffs acted as the PAGA Representative in this action, it could negatively impact her ability to be hired in the future. The concurrently filed Declaration of Plaintiff Michelle Schwanke details her contributions to this case.

Experience

22. I have been licensed as an attorney in California since 1989. I am a *summa cum laude* graduate of the University of Illinois (A.B. 1970; J.D. 1974). After graduating from law school in January 1974, I was hired as a litigation associate at a plaintiffs' antitrust boutique in Chicago, Illinois: Freeman, Freeman & Salzman.[5] I became a partner in that firm in 1980, and I started my own practice in 1982. I speak before professional organizations on topics of interest to the Bar. I have represented plaintiffs in complex business litigation for over fifty years. E.g., Illinois v. Ill. Brick Co., Inc., 431 U.S. 720 (1977); In re My Left Hook, LLC, 129 Fed. Appx. 352 (9th Cir. 2005); In re Blue Coal Corp., 206 B.R. 730 (M.D. Pa. 1997); U.S. v. Gleneagles Inv. Co., Inc., 584 F. Supp. 671, 689 (M.D. Pa. 1984), aff'd. in part and vacated in part, and remanded sub. nom., U.S. v. Tabor Ct. Realty Corp. 803 F.2d 1288 (3d Cir. 1986), cert. den. sub. nom., McClellan Realty Co. v. U.S., 483 U.S. 1005 (1987); In re Uranium Antitrust Litig., 503 F. Supp. 33 (N.D. Ill. 1981); In re Grand Jury, 469 F. Supp. 666 (M.D. Pa. 1980); In re Anthracite Coal Antitrust Litig., 82 F.R.D. 364 (M.D. Pa. 1979), In re Folding Carton Antitrust Litig., 83 F.R.D. 251 (N.D. Ill. 1978); In re Masterkey Antitrust Litig., 1977 U.S. Dist. LEXIS 12948 (D. Conn. 1977) (six week jury trial for plaintiffs); Stetson v. West Publ'g Corp., 2011 U.S. App. LEXIS 22549 (9th Cir. Nov. 7, 2011); In re Cox & Frey, Comm. Fut. L. Rep. (CCH) ¶ 23,947 (1975-1987) (defended trader accused of cornering 1971 wheat futures market). I have gone to class action trials on behalf of plaintiffs and, once, as second chair in a class action bench trial for a defendant, Allstate Insurance Company. I have represented employees in numerous disputes concerning their receipt of pay in connection with their employment, both before the State of California Division of Labor Standards

[5] Of my still-living partners in Freeman, Freeman & Salzman, a firm that dissolved in 2007, each became associated with a leading national law firm. Lee Freeman, Jr. became the Chair of the Antitrust Litigation Practice at Jenner & Block. Jerrold Salzman is of counsel at Skadden, Arps, Slate, Meagher & Flom. Recently deceased, Tyrone Fahner was a partner at Mayer Brown, having served as its co-Chairman from 1998 to 2001 and its Chairman from 2001 to 2007. After leaving Freeman, Freeman & Salzman, Fahner became the Attorney General for the State of Illinois.

Enforcement and in state and federal courts California. E.g., Jacobs v. CSAA Inter Ins. Bureau, 2009 U.S. Dist. LEXIS 37153 (N.D. Cal. May 1, 2009); Escobar v. Whiteside Constr. Corp., 2008 U.S. Dist. LEXIS 68439 (N.D. Cal. 2008) (certification of collective action); Tremblay v. Chevron Stations, Inc., 2008 Westlaw 2020514 (N.D. Cal. 2008) (certification of collective action); Perez v. Maid Brigade, Inc., 2007 U.S. Dist. LEXIS 78412 (N.D. Cal. 2007) (denial of employer's effort to enforce arbitration clause in employment agreements); Bithell v. E.P. Mgmt. Servs., LP, 2007 Westlaw 4216854 (Cal. Ct. App. 2007) (sustaining class settlement of entertainment-industry employees for section 203 and 226 claims against entertainment-industry "payroll companies" and studios); and Zabounian v. Hack Partners, LLC, Los Angeles Superior Court Case No. BC 343449 (bench trial resulting in $600,000 judgment on behalf of 89 Aggrieved Employees in certified California Labor Code and FLSA action). The undersigned has also been appointed lead Plaintiffs' Counsel in many settled class actions. E.g., Kang v. Albertson's, Inc., C.D. Cal. Case No. 2:07-CV-00894-CAS-FFM ($6,637,500 settlement of labor-law claims); Tremblay v. Chevron Stations, Inc., N.D. Cal. Case No. CV 07-6009 EDL ($4,500,000 settlement of labor-law claims); Doty v. Costco Wholesale Corp., C.D. Cal. Case No. CV 05-3241 FMC (JWJx) ($7,500,000 distributed to Aggrieved Employees for FLSA and California Labor Code section 203 and 226 violations); Agatep v. Exxon Mobil Corp., C.D. Cal. Case No. CV 05-2342 GAF ($1,500,000 settlement on behalf of service-station employees in California); Maillet v. Manpay, LLC, Los Angeles Superior Court Case No. BC 312171 ($1,000,000 distributed to Aggrieved Employees in a section 510 and section 1194 case); Greenberg v. EP Mgmt. Servs., LP, Los Angeles Superior Court Case No. BC 237787 ($5,348,000 settlement of claims under sections 203 and 226 of California Labor Code); Stratford v. Citicorp West FSB, Monterey Superior Court Case No. M 81026 ($950,000 settlement of labor-law claims); Deckard v. Banco Popular N. Am., related to Silva v. Banco Popular N. Am., C.D. Cal. Case No. CV 08-6709 JFW (RZx) ($1,050,000 settlement of California Labor Code and FLSA claims); Dizon v. Ito, Inc., N.D. Cal. Case No. 3:10-CV-00239-JSW ($2,451,000 settlement of California Labor Code and FLSA claims); and Peralta v. Macerich Management Company, Marin County Superior Court Case No. CIV 1004656 ($2,200,000 settlement of California Labor Code claims). The majority of the foregoing cases were undertaken on a contingent-fee basis, and Harris & Ruble has sufficient financial resources to engage in that sort of practice. Over the past twenty-five years, I have researched and argued claims such as those at issue in this case, i.e., alleged tardy payment of wages under federal law, "continuing wages" under section 203 of the California Labor Code, and damages under section 226 of the California Labor Code. Kang v. Albertson's, Inc., United States District Court for the Central District of California Case No. 2:07-CV-00894-CAS-FFM; Hansen v. Advanced Tech Security Services, Inc., Los Angeles Superior Court, Case No BC367175.

23. **Priya Mohan** is a senior attorney at my firm who worked on the above-captioned matter. She is a *magna cum laude* graduate of the University of Michigan (B.A., 2000), the Luskin School of Public Affairs (M.P.P., 2010), and the USC Gould School of Law (J.D., 2003). She became a member of the California bar in 2003. Ms. Mohan has worked with me in several labor-law disputes at Harris & Ruble and has been appointed class counsel in a number of them. E.g. Clarke v. Indelible Media Corp., United States District Court Case No. CV10-6230; Lobato v. Abbott Cardiovascular Systems, Inc., Santa Clara Superior Court Case No. 110CV175637; Matheny v. CA Payroll, Inc., United States District Court Case No. 2:11-CV-02522; Chorley v. Palm Productions, Los Angeles Superior Court Case No. BC465045; Popko v. Van Acker Construction Associates, Inc., United States District Court Case No. CV114034; Rentoria v. Omnicare, Los Angeles Superior Court Case No. BC405988; Pena v. Downey, Los Angeles Superior Court Case No. BC447731; Seielstad v. Aegis Senior Communities, LLC, United States District Court Case No. 09-01797; Covillo v. Specialty's Café and Bakery, Inc., 11-CV-00594-DMR; Johnson v. Sky Chefs, Inc., 11-CV- 05619-LHK. Ms. Mohan has also worked with me on class-action matters and has been appointed class counsel in connection therewith, e.g. Lobato v. Abbott Cardiovascular Systems, Inc., Santa Clara Superior Court Case No. 110CV175637; Rentoria v. Omnicare, Los Angeles Superior Court Case No. BC405988; Covillo v. Specialty's Café and Bakery, Inc., United States District Court, N.D. Cal. Case No.11-CV-00594-DMR; Johnson v. Sky Chefs, Inc., United States District Court, N.D. Cal. Case No. 11-CV- 05619-LHK; Chookey v. Sears Roebuck and Co., United States District Court, C.D. Cal. Case No.12-CV-2491-GW; Schroeder v. Envoy Air, Inc., United States District Court, C.D. Cal. Case No.16-CV-4911-MWF (KSx); Sherman v. CLP Res., Inc., United States District Court, C.D. Cal. Case No. 12-CV-8080-GW; Artiga v. ABM Industry

Groups, LLC, C.D. Cal. Case No. 10-CV-06735-GW-RAO; and National Renal Care, Los Angeles Superior Court Case No. 21STCV33729.

24. The requested attorney fee percentage is typical of that awarded to PAGA and Class Counsel for other employment cases. The Court should also consider that the efforts of Plaintiff's Counsel will result in substantial benefits to the State and Aggrieved Employees in the form of a significant settlement fund established to compensate the State and Aggrieved Employees for the alleged wage-and-hour violations. Without the efforts of Plaintiff's Counsel, the claims alleged in the complaint would likely have gone without remedy. Additionally, Plaintiff's Counsel invested significant time and resources in this case, with payment deferred to the end of the litigation and entirely contingent on the outcome. Plaintiffs' counsel began investigating the specific facts and claims of this case in April 2023. It will be more than two and a half years after the date when work was first performed on this matter, and the Court hears the Motion for Approval. It will be even longer before any fees will be paid to counsel, or their out-of-pocket costs reimbursed to them.

25. This case to date has required some 135.5 hours of work by Harris & Ruble. I project that the firm will incur at least an additional 8 hours of work at a projected, mixed hourly rate of $500, resulting in a total lodestar of some $99,584. The lodestar supports the requested fee award of $66,667. The following table reflects the names and basic information relating to counsel who made substantial contribution to each case, along with their market hourly rate:

Person	***JD Acquired***	***Hourly Rate***	***Hours***	***Lodestar***
A. Harris	1974	$890	47.9	$42,631
D. Garrett	1992	825	1.5	$1,236
P. Mohan	2003	750	65.4	$49,050
Paraprofessional	N/A	210	12.7	$2,667
Add'l Hours	Mixed Rate	500	8.0	$5,000
TOTAL		**$717**	**135.5**	**$99,584**

26. The Harris & Ruble hourly rates have been approved by other courts in California. See e.g., Prasad v. The Goodyear Tire & Rubber Co., County of Alameda Case No. RG15784470 (Sept. 3,

2015). In another case, District Judge Fitzgerald, in granting final approval to settlement of a hotly contested class action, found that Harris & Ruble "exercised considerable skill in the litigation of the motion for class certification, dispositive motions to dismiss, and substantial discovery, and they did so against experienced, highly skilled opposing counsel and on an entirely contingent basis." Schroeder v. Envoy Air, Inc., No. CV 16-4911-MWF (KSx), 2019 U.S.Dist. LEXIS 76344, *21, (May 6, 2019). Further, a fee of 33% of the recovery was awarded, id., 12-13, the district court approving hourly rates as follows: "$210 for law clerks and paralegals, $350 for junior associates, $750 for senior associates, and between $500 and $890 for partners." Id., 14.

27. According to case authority, the requested rates in the Motion for Attorneys' Fees are within the range of rates approved by both this Court and the Central District for complex class actions, including wage-and-hour actions. See e.g., Orian v. Fed'n Int'l des Droits de L'Homme, No. CV 11-6904 PSG (FFMx), 2012 WL 994643, at *3 (C.D. Cal. Mar. 22, 2012) (approving $900 per hour rate for anti-SLAPP motion practice); Rutti v. Lojack Corp., No. SA-CV-06-350, 2012 WL 3151077, at *11 (C.D. Cal. July 31, 2012) (in a wage-and-hour action, approving rates of up to $750 per hour); Pierce v. Cty. of Orange, 905 F. Supp. 2d 1017, 1036 & n.16 (C.D. Cal. 2012) (approving rates of up to $850 per hour); In re HP Laser Printer Litig., No. SACV07-0667 AG (RNBx), 2011 WL 3861703, at *5–6 (C.D. Cal. Aug. 31, 2011) (approving rates of up to $800 per hour); In re Schering-Plough Corp. Enhance Sec. Litig., No. 08-397 (DMC) (JAD), 2013 WL 5505744, at *58 n.43 (D.N.J. Oct. 1, 2013) ($875 per hourly rate for a "very experienced class action lawyer" characterized as "extremely reasonable, if not a bargain"). These cited cases found from many years ago that the rates counsel is now seeking this Court to approve were reasonable. The request is reasonable.

28. In one relevant fee request, the hourly rate for Robert Seigel, an O'Melveny & Myers partner in the Labor and Employment Department, was $1,250, while the hourly rates for graduates in

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1999 and 2000 ranged from $875 to $925. See In re Republic Airways Holdings, Inc., Case No. 16-10439, ECF Doc. 1850 (Bankr. S.D. N.Y. 2017) (discussing rates for Los Angeles attorneys). There seems to be no rationale for awarding lower rates to Plaintiffs' counsel here, although the requested rates are much less.

I have read the foregoing, and the facts set forth therein are true and correct of my own personal knowledge. Executed October 13, 2025, in the County of Los Angeles, State of California.

Alan Harris

Alan Harris

Index to Exhibits

Exhibit 1: Settlement Agreement

Exhibit 2: Jennifer Kramer, et al., *PAGA at 20: What Happens When Cases Go to Trial?*, Vol. 38, No. 4, Cal. Lab, & Emp. L. Review 1, at p.4 (2024).

Exhibit 3: Harris & Ruble Time Records

Exhibit 4: Harris & Ruble Cost Report

Exhibit 5: LWDA Submission Confirmation

PROOF OF SERVICE

I am an attorney for the plaintiff herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 655 N. Central Ave., 17th Floor, Glendale CA, 91203. On October 13, 2025, I served the within documents:

DECLARATION OF ALAN HARRIS IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT

Electronic Service: Pursuant to CRC 2.251 and Cal. Code Civ. Proc. § 1010.6, I cause the above-entitled document(s) to be served via Case Anywhere, LLC to all parties appearing below:

Alessandra C. Whipple (awhipple@cdflaborlaw.com)
Todd R. Wulffson (twulffson@cdflaborlaw.com)
John Keeney (jkeeney@cdflaborlaw.com)
Tyler J. Angelini (tangelini@cdflaborlaw.com)
CDF LABOR LAW
18300 Von Karman Avenue, Suite # 800
Irvine CA 92612

I declare under penalty of perjury that the above is true and correct. Executed on October 13, 2025, at Los Angeles, California.

Priya Mohan