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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

FIDENCIO MARTINEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

DELICATO VINEYARDS, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-5241

Assigned to the Honorable George J. Abdallah in
Department 10A

**DECLARATION OF KANE MOON IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE PAGA SETTLEMENT**

*[Filed with (1) Plaintiff's Notice of Motion
and Motion to Approve PAGA Settlement, (2)
the Declaration of Jodey Lawrence, (3)
[Proposed] Order, and (4) [Proposed]
Judgment]*

PAGA APPROVAL HEARING:

Date: May 27, 2025
May 28, 2025
May 29, 2025
May 30, 2025
June 2, 2025

Time: 9:00 a.m.

Dept.: 10A

Action Filed: April 30, 2024
Trial Date: Not Set

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1. I am an attorney at law duly licensed to practice as such before all the Courts of the State of California and am one of the attorneys of record for Plaintiff Fidencio Martinez ("Plaintiff"). I have personal knowledge of the facts set forth in this declaration and if called as a witness, I could and would competently testify to them under oath.

CASE BACKGROUND

4. Plaintiff's claim for unpaid wages stems is based on allegations of Defendant's pattern and practice of 1) underpaying employees due to its rounding practice, 2) not incorporating all remuneration in the regular rate of pay for purposes of paying overtime and sick pay, and 3) requiring employees to work off-the-clock without compensation. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work and Defendant's employment practices, Plaintiff and other employees regularly experienced missed, untimely, or interrupted lunches and breaks. Plaintiff also alleges he and Aggrieved Employers were required to use their personal cellphones for work purposes without reimbursement from Defendant. Moreover, Plaintiff alleges he and Aggrieved Employees did not receive all wages owed at the time of termination and did not receive accurate itemized wage statements. Accordingly, Plaintiff alleges

1 Defendant is liable for civil penalties under the California Private Attorneys General Act, Labor
2 Code sections 2698, *et seq.* (“PAGA”).

3 5. On April 28, 2024, Plaintiff submitted a PAGA notice of alleged Labor Code
4 violations to Defendant and the California Labor and Workforce Development Agency (the
5 “LWDA”). Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff’s PAGA notice.
6 Because of Defendant’s alleged violations of various provisions of the Labor Code, Plaintiff filed
7 a class action on April 30, 2024, which alleges Defendant systematically: (1) failed to pay
8 minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4)
9 failed to authorize and permit rest periods, (5) failed to indemnify necessary business expenses;
10 (6) failed to timely pay final wages at termination, (7) failed to provide accurate itemized wage
11 statements, and (8) engaged in unfair business practices.

12 6. On July 8, 2024, Plaintiff filed a First Amended Representative Action Complaint (the
13 “Operative Complaint”), adding a cause of action against Defendant for civil penalties pursuant under
14 the PAGA. Plaintiff’s administrative exhaustion period expired without the LWDA indicating its
15 intent to investigate Plaintiff’s allegations. In compliance with Labor Code section 2699 (I)(1),
16 Plaintiff submitted to the LWDA a file-stamped copy of the Operative Complaint.

17 7. Due to an arbitration agreement between Plaintiff and Defendant, the Parties
18 stipulated to submit Plaintiff’s individual claims to binding and final arbitration and for the Court to
19 retain jurisdiction over Plaintiff’s representative PAGA claim. On August 1, 2024, the Court entered
20 an Order pursuant to the Parties’ stipulation.

21 8. Defendant denies the allegations in the Operative Complaint, denies any failure to
22 comply with the laws identified in the Operative Complaint, and denies liability for any of the
23 causes of action alleged.

24 DISCOVERY AND INVESTIGATION

25 9. Following the filing of Plaintiff’s complaint, the Parties met and conferred
26 regarding an agreement to mediate the action and further agreed to a protocol for an informal
27 exchange of documents and information before the mediation. Prior to mediation, the Parties
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engaged in informal discovery, including an exchange of sample data and demographic information which allowed the Parties to meaningfully mediate this matter. Specifically, prior to mediation, Defendant provided the approximate number of Aggrieved Employees and pay periods within the relevant period, documents regarding Defendant's written employment policies, Plaintiff's personnel file and his time and payroll records, and a statistically significant sample of time and payroll records of the Aggrieved Employees.

10. After reviewing and analyzing documents regarding Defendant's wage and hour policies and practices, the sample time and pay records, and other information provided by Defendant and Plaintiff, Plaintiff's Counsel was able to evaluate the probability of success on the merits and Defendant's maximum and risk-adjusted monetary exposure. Plaintiff's Counsel retained an expert to analyze the sample records produced and prepare a damage analysis prior to mediation. The sample of time and pay records contained 3,544 pay periods that employees worked during the PAGA Period (representing approximately 14% of total pay periods worked in the PAGA Period), which allowed the expert to prepare an analysis with a high degree of certainty. In conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Thus, Plaintiff's and Plaintiff's Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the PAGA Settlement.

SETTLEMENT NEGOTIATIONS

11. On March 4, 2025, the Parties participated in private mediation with Steven Rottman, Esq., an experienced, professional, neutral, class action and PAGA mediator. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. Specifically, Defendant asserted that it properly paid its employees for all wages, that it does not allow its employees to work off-the-clock, that it did not fail to incorporate any remuneration into the regular rate as such remunerations were

1 discretionary, that its rounding policy was neutral on its face, that many meal periods and rest
2 breaks were taken, and where a violation appears, it was a result of an employee voluntarily
3 choosing to forego a meal period or rest break, that it reimbursed its employees for all necessary
4 business expenses incurred, and that Plaintiff's allegations are not representative but require
5 individual proof. After extensive negotiations and discussions regarding the strengths and
6 weaknesses of Plaintiff's claims and Defendant's defenses, the Parties reached a settlement, the
7 material terms of which are encompassed within the PAGA Settlement. The Parties recognized that
8 the issues presented in the Action are likely only to be resolved with extensive and costly pretrial
9 and trial proceedings, and that further litigation will lead to inconvenience, distraction, disruption,
10 delay, and expense disproportionate to the potential benefits of litigation. Plaintiff and his counsel
11 considered the risk and uncertainty of the outcome inherent in any litigation when determining
12 whether this PAGA Settlement was the correct option.

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

23 13. In compliance with Labor Code section 2699 (l)(2), Plaintiff's Counsel submitted
24 to the LWDA a notice of settlement, a copy of the proposed PAGA Settlement, the instant
25 declaration, and the moving papers filed concurrently with the Court herewith. A true and correct
26 copy of the LWDA's acknowledgment of receipt thereof is attached hereto as **Exhibit 3**.

1 14. The PAGA Settlement includes all individuals who are or previously were
2 employed by Defendant in the State of California and classified as non-exempt or hourly-paid
3 employees at any time during the PAGA Period (“Aggrieved Employees”). (PAGA Settlement, ¶
4 2.) The “PAGA Period” means the period from April 30, 2023 through the date of the approval of
5 the Settlement. (*Id.* at ¶ 9.)

6 15. Upon entry of the Order and Judgment, Plaintiff and all Aggrieved Employees will
7 be forever barred from pursuing against Defendant any and all Settled Claims during the PAGA
8 Period. (*Id.* at ¶ 19.) Aggrieved Employees, other than Plaintiff, will not be deemed to have
9 released any individual wage and hour claims by virtue of this Settlement. (*Id.*) “Settled Claims”
10 means all claims for PAGA penalties that were alleged, or reasonably could have been alleged,
11 based on the facts stated in the Action, and the PAGA Notice submitted by Plaintiff to the LWDA,
12 which occurred during the PAGA Period, and expressly excluding all other claims, claims for
13 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
14 unemployment insurance, disability, social security, workers’ compensation, and California class
15 claims, and Plaintiff’s individual claims that are subject to a separate release, and PAGA claims
16 outside of the PAGA Period. (*Id.* at ¶ 8.)

17 16. In consideration for Plaintiff’s promises and representations described in this
18 Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant
19 will pay Five Hundred Forty Thousand Dollars (\$540,000) (“Gross Settlement Amount”) to settle
20 the Action. (*Id.* at ¶ 10.) The Gross Settlement Amount includes Plaintiff’s attorneys’ fees,
21 litigation costs and expenses, Settlement Administration Costs, and payments to Aggrieved
22 Employees and the LWDA for their share of the PAGA Penalties Fund. (*Id.*) No portion of the
23 Gross Settlement Amount will be retained by, or revert to, Defendant. (*Id.*)

24 17. After deducting the Administration Expenses Payment, the PAGA Counsel Fees
25 Payment, and the PAGA Counsel Litigation Expenses Payment in the amounts approved by the
26 Court, the remainder will be allocated as PAGA Penalties and distributed as 75% to the LWDA as
27 the LWDA PAGA Payment and 25% to Aggrieved Employees as Individual PAGA Payments. (*Id.*

at ¶¶ 1.23, 3.2.3.) Aggrieved Employees will also receive a letter explaining the settlement. A true and correct copy of this letter is incorporated as part of the PAGA Settlement as Exhibit A attached thereto.

18. “PAGA Penalties Fund” means the Gross Settlement Amount less the Attorneys’ Fees and Costs, and Settlement Administrator Costs. (*Id.* at ¶ 6.) The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. (*Id.* at ¶ 11.) Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees. (*Id.*) Aggrieved Employees will be paid based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period in proportion to the total number of pay periods worked by all Aggrieved Employees. (*Id.* at ¶ 11(b).)

19. The PAGA Settlement provides for Attorneys’ Fees and Costs to Plaintiff’s Counsel of not more than One Hundred Seventy Eight Thousand, Two Hundred Dollars (\$178,200.00), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiff’s Counsel’s litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Thirty Thousand Dollars (\$30,000), both of which will be paid from the Gross Settlement Amount. (*Id.* at ¶ 12.) Any portion of the Attorney’s Fees and Costs not awarded to Plaintiff’s Counsel will be added to the PAGA Penalties Fund. (*Id.*) At this time, Plaintiff’s Counsel’s costs are \$26,736.75 and a true and correct copy of the litigation costs to-the-date is attached hereto as **Exhibit 4**.

20. The PAGA Settlement provides the Administrator will be paid Settlement Administration Costs not to exceed \$8,750.00 for its fees and expenses in administering this Settlement. (*Id.* at ¶ 13.) The Parties jointly appoint Phoenix Class Action Administration Solutions as the neutral entity to administer this PAGA Settlement based on its bid of \$8,750.00. A true and correct copy of the estimate for administration costs is attached to this declaration as **Exhibit 5**.

21. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued. (*Id.* at ¶ 17.)

22. Checks will remain negotiable for 180 days. (*Id.*) The funds represented by uncashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the California Department of Industrial Relations Unpaid Wage Fund in the name of the Aggrieved Employees who did not cash their checks. (*Id.*)

23. Within thirty (30) calendar days after entry of the Order and Judgment, Defendant will deposit the Gross Settlement Amount into the qualified settlement fund to be established by the Settlement Administrator. (*Id.* at ¶ 16.)

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

24. Based on Plaintiff's Counsel's analysis of the time, payroll, and additional records and information provided by Defendant, on Plaintiff's expert's analysis of the sample time and payroll records provided by Defendant, and on information from Plaintiff, Plaintiff's Counsel evaluated Defendant's maximum and risk-adjusted potential exposure. Although Plaintiff's expert's analysis revealed that the time and payroll records supported several violations by Defendant, the records themselves did not provide overwhelming evidence to support the case on a representative basis.

25. Defendant estimates there are approximately 25,500 Pay Periods during the PAGA Period. (*Id.* at ¶ 11(c).) At the time of the mediation, there were an estimated 921 Aggrieved Employees. Prior to mediation, Plaintiff's expert analyzed the sample time and payroll records Defendant had produced and accordingly, was able to confirm Plaintiff's allegations. Plaintiff's expert found 4,608 unique meal period violations (33,083 when extrapolated to all Aggrieved Employees) demonstrated by a review of the records, resulting in an 19% violation rate. Plaintiff's expert also found that 30.3% of pay periods contained payments for overtime and additional compensation. However, the expert's analysis also revealed that certain claims were not as strong as originally believed. For example, Plaintiff's expert found that after accounting for meal break waivers, there were only 24,855 unique meal break violations when extrapolated to all Aggrieved

1 Employees, resulting in an 14.1% violation rate. Plaintiff's expert also found that only 5.3% of
2 pay periods contained payments for meal premiums and additional compensation, and only 0.03%
3 of pay periods contained payments for sick pay and additional compensation. Moreover, many of
4 Plaintiff's allegations, such as the off-the-clock and reimbursement claims, would largely need to
5 be supported by declarations from Aggrieved Employees, and obtaining such declarations
6 potentially would reveal that each Aggrieved Employee had a different experience. The
7 individualized nature of employees' employment experience and the numerosity of employees
8 affected present significant risk with manageability and proof on the merits.

9 26. Assuming a \$100 civil penalty per pay period (total 25,500 estimated pay periods),
10 Defendant's maximum potential exposure in this Action for civil penalties under PAGA is
11 estimated to be \$2,550,000.00. Although Plaintiff's Counsel believe there is merit to Plaintiff's
12 allegations, we acknowledge a legitimate controversy exists as to each allegation. In other words,
13 based on Plaintiff's Counsel's investigation and analysis, the maximum exposure did not comport
14 with the reasonable exposure that Defendant faced. Specifically, Defendant argued that it did not
15 allow its employees to work off-the-clock and that it did not fail to compensate any employee for
16 any off-the-clock work. Plaintiffs' expert also found that Defendant's exposure due to its alleged
17 rounding policy was minimal as it was estimated that only 0.4 minutes were underpaid per shift.
18 Defendant also argued that it reimbursed its employees for any necessary business expenses
19 incurred and that personal cellphone use was not required for work purposes. Defendant maintains
20 its compliance with all its meal and rest period obligations, and that any missed lunches or breaks
21 was solely the result of employees' voluntary choice. Defendant also argued that many Aggrieved
22 Employees waived their meal breaks and to the extent there were any violations, Defendants paid
23 meal premium payments. To the employees who received wage statements that were allegedly
24 inaccurate, Defendant asserts they suffered no actual damage or harm as a result.

25 27. Additionally, for purposes of the settlement negotiations Plaintiff's Counsel
26 considered, as in any PAGA action, all PAGA awards are discretionary and can be reduced by the
27 Court. (Lab. Code § 2699(e).) Under Labor Code section 2699, subdivision (e)(2), a Court can reduce
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1 PAGA penalties “if, based on the facts and circumstances of the particular case, to do otherwise would
2 result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (*Id.*) Thus, were this matter
3 to go to trial, any award granted would be at the discretion of the Court and subject to a substantial
4 reduction. Plaintiff’s Counsel took all foregoing issues and risks into consideration when valuing
5 Defendant’s realistic exposure had the Parties not reached a settlement.

6 28. Plaintiff recognizes that, although he believes there would be no persuasive grounds to
7 reduce the penalties, the Court could determine otherwise and significantly reduce the PAGA Penalties.
8 This wide range of potential recovery and additional delays and risks of trial provide justification to
9 settle for a reasonable amount of recovery at this point in the litigation. In all, based on the investigation
10 and analysis of the claims in preparation for mediation, the maximum exposure did not comport with
11 the realistic exposure that Defendant faced.

12 29. Based on the foregoing and in consideration of the Due Process concerns related to
13 penalizing Defendant disproportionately to the amount of damages at issue, and the discretionary
14 nature of awarding penalties, it is reasonable to assume for resolution purposes, that a violation
15 occurred in approximately one-third of all pay periods resulting in a **realistic (risk-adjusted)**
16 **exposure of \$850,000.00** (\$2,550,000.00 / 3).

17 30. The **\$540,000.00** settlement is an excellent result and amounts to “genuine and
18 meaningful” relief “consistent with the underlying purpose of the statute to benefit the public” **as it**
19 **represents approximately 64% of Defendant’s realistic recovery.** (*Villalobos v. Calandri*
20 *Sonrise Farm LP* (C.D. Cal. July 22, 2015) No. CV 12-2615 PSG (JEMx), 2015 WL 12732709, at
21 *5; *see also O’Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135.)
22 This is an excellent result, particularly because, under the Settlement, Aggrieved Employees will
23 receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

24 31. After the Settlement Administration Costs, Attorneys’ Fees and Costs to Plaintiff’s
25 Counsel, the amount estimated as the PAGA Penalties Fund for the LWDA and Aggrieved
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Employees is at least **\$326,313.25**.¹ The PAGA Penalties Fund will be split with 75% going to the LWDA and 25% going to Aggrieved Employees on a pro rata basis in Individual PAGA Payments. (PAGA Settlement, ¶ 11.) Each Aggrieved Employee will receive payment directly proportional to the number of PAGA Pay Periods the Aggrieved Employee worked within the PAGA Period. (*Id.* at ¶ 11(b).) Accordingly, at least **\$244,735.94** (75% * \$326,313.25) will be available to the LWDA and **\$81,578.31** (25% * \$326,313.25) will be available to the estimated 921 Aggrieved Employees, which results in an average Individual Settlement Share of **\$88.48** (\$81,578.31 / 921 Aggrieved Employees) and a Pay Period value of **\$3.20** (\$81,578.31 / 25,500 Pay Periods) for each of the 25,500 estimated Pay Periods.

32. Plaintiff's Counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and on their own independent investigation and evaluation, Plaintiff's Counsel are 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.

33. Plaintiff's Counsel took into account the risk of not being able to proceed on a representative basis at all due to the potential manageability issues, the risk of not prevailing at trial, and the risk that even if Plaintiff prevailed at trial, the damages would be limited due to the largely discretionary nature of the damages. In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

34. 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 depositions and extensive expert discovery. Moreover, preparation for trial would remain for the Parties as well as

¹ The PAGA Penalties Fund amount is \$540,000.00 minus: \$26,736.75 for Plaintiff's Counsel's litigation costs, \$178,200.00 for Plaintiff's Counsel's attorneys' fees, and \$8,750.00 for administration costs. (PAGA Settlement, ¶ 6.)

1 the prospect of appeals. As a result, the Parties would incur considerably more attorneys' fees and
2 costs through trial.

3 35. The PAGA Settlement contains an escalator clause under which Defendant may
4 owe more than \$540,000.00 as the Gross Settlement Amount. (PAGA Settlement, ¶ 11(c).) Under
5 the escalator clause, if the number of pay periods worked by Aggrieved Employees during the
6 PAGA Period exceeds 25,500 by more than 10% (i.e. exceed 28,050 pay periods) then, the Gross
7 Settlement Amount will increase proportionate to the pay period increase beyond the threshold.
8 (*Id.*)

9 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

22 39. My current billing rate is \$950.00 per hour, which is my usual hourly rate for wage and
23 hour litigations A \$950.00 per hour rate is reasonable considering my years of experience practicing
24 in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey
25 Matrix, <http://www.laffeymatrix.com/see.html>, [last visited January 2, 2025].) The Laffey Matrix
26 is a “well-established objective source for rates that vary by experience” used by the District of
27 Columbia. (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and
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1 correct copy of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the
2 Laffey Matrix rate upwards based on “locality pay differentials” and the location of counsel’s office in
3 California to determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward
4 adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality
5 pay differential of the District of Columbia and San Francisco, California, where counsel’s office was
6 located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized
7 the locality pay differentials within the federal courts. (*Id.* at 921–22.) Using the same method here
8 and based on Class Counsel’s location in Los Angeles, California, the locality pay differential of
9 the Los Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-
10 Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.5%.
11 (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 13, 2024 *with*
12 Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 13, 2025.) True and
13 correct copies of the Los Angeles-Long Beach and Washington-Baltimore-Arlington salary plans
14 are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 18 years of experience,
15 my Laffey Matrix rate with a 2.5% adjustment is \$971.70 per hour (\$948 Laffey Matrix rate +
16 (2.5% x \$948)). Accordingly, my current billing rate of \$950.00 per hour is reasonable.

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

LILIT TER-ASTVATSATRYAN’S EXPERIENCE AND QUALIFICATIONS

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

42. Mr. Ter-Astvatsatryan received her Juris Doctorate from the University of California, Hastings College of the Law in 2017, where she served as a Symposium Editor for the Hastings Race and Poverty Law Journal and a Teaching Assistant to the Legal Research & Writing and Legal Analysis

1 programs. In law school, she served as a Judicial Extern to the Honorable Patrick J. Walsh of the United
2 States District Court, Central District of California.

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

6 44. Ms. Ter-Astvatsatryan's billing rate is \$850.00 per hour, which is her usual hourly
7 rate in wage and hour litigations. Based on Ms. Ter-Astvatsatryan's eight years of experience, her
8 Laffey Matrix rate with a 2.5% adjustment is \$859.98 per hour (\$839 Laffey Matrix rate + (2.5% x
9 \$839)). (See Exh. 6.) As compared to the Laffey Matrix rate and when considering her experience,
10 Ms. Ter-Astvatsatryan's billing rate of \$850.00 per hour is reasonable.

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

14 (a) *Macario Gonzalez v. Metcon TI, Inc.*, Alameda Superior Court, Case No.
15 RG19015589 [after class certification motion was filed, the parties attended
16 mediation and ultimately resolved the matter on a class wide basis];

17 (b) *Miguel Angel Lopez Cuadras v. R.C. Wendt Painting, Inc.*, Los Angeles
18 Superior Court, Case No. BC705964 [after class certification motion was
19 entirely briefed, the parties attended mediation and ultimately resolved the
20 matter on class wide basis]; and

21 (c) *Noe Armendariz v. Kinkisharyo International, LLC*, United States District
22 Court, Central District of California, Case No. 2:19-cv-08757-JAK-KS [motion
23 for class certification filed, decision pending].

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

26 (a) *Ana Rose De Jesus, et al. v. Philippine National Bank, et al*, Los Angeles
27 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;
- (h) *Tyler Jones v. Citiguard, Inc.*, Los Angeles Superior Court, Case No. BC664890; and
- (i) *Venancio Miranda v. Maximum Nursery, Inc.*, Santa Barbara Superior Court, Case No. 19STCV06041.

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

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

MICHAEL CITRIN'S EXPERIENCE AND QUALIFICATIONS

48. Michael Citrin is an associate attorney at Moon Law Group, PC. Mr. Citrin advocates for employees in both state and federal court in employment and related litigation. Since

1 joining Moon Law Group, PC, his practice has focused on wage-and-hour actions involving claims
2 related to unpaid overtime and minimum wages, meal and rest break violations, unreimbursed
3 business expenses, improper wage statements, and unfair business practices, as well as
4 discrimination claims rising under California law.

5 49. Mr. Citrin received his B.A. in Literature and Linguistics with honors from The
6 Macaulay Honors College at Hunter, CUNY. He received his Juris Doctorate and Public Interest
7 Certificate from University of Southern California, Gould School of Law ("USC"). While in law
8 school, Mr. Citrin participated in the Hale Moot Court honors program and worked as a student
9 clinician for USC's Post-Conviction Justice Project. Mr. Citrin also worked as a TA for a Poverty
10 Law class. Following law school, Mr. Citrin worked as an immigration defense attorney,
11 advocating for individuals in removal proceedings. Immediately prior to joining Moon Law Group,
12 Mr. Citrin was a Deputy Federal Public Defender, representing indigent individuals accused of
13 federal crimes in the Central District of California.

14 50. Mr. Citrin became an Active Member of the State Bars of California in 2020 and
15 has been an Active Member in good standing continuously since then. He is also admitted to
16 practice in the United States District Court for the Eastern, Southern, and Central Districts of
17 California.

18 51. Mr. Citrin's billing rate is \$600.00 per hour, which is his usual hourly rate in wage
19 and hour litigations. Based on Mr. Citrin's 4 years of experience, his Laffey Matrix rate with a 2.6%
20 adjustment is \$596.12 per hour (\$581 Laffey Matrix rate + (2.6% x \$581)). (See Exh. 6.) As compared
21 to the Laffey Matrix rate, Mr. Citrin's billing rate of \$600.00 per hour is reasonable.

22 PAGA COUNSEL'S EXPERIENCE AND QUALIFICATIONS

23 52. As demonstrated by the foregoing, my office is qualified to handle this litigation
24 because we are experienced in litigating Labor Code and Wage Order violations in individual,
25 class, and representative actions. The attorneys at my office have been appointed as lead or co-
26 lead counsel in numerous wage and hour class and/or PAGA actions in state and federal courts
27 by way of motion for settlement approval. Including myself, Moon Law Group, PC is comprised
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1 of approximately 30 attorneys, all of whom are actively and continuously practicing
2 employment litigation, representing almost entirely employee-plaintiffs, in both individual and
3 class and/or PAGA actions, in this Superior Court and other Superior Courts throughout the
4 State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a
5 high level of knowledge and experience in areas of wage and hour class and PAGA actions, and
6 labor and employment law generally.

7 53. Moon Law Group, PC has been engaged in the practice of employment and labor
8 law for over a decade, and presently focuses exclusively on plaintiffs' employment law. The
9 firm and its lawyers have tried both bench and jury trials (representing both plaintiffs and
10 Defendants) relating to employment matters. As noted above, Moon Law Group, PC has been
11 appointed lead or co-lead class counsel in federal and state courts in California. Also, the firm
12 and its lawyers have successfully settled hundreds of cases during that time, including wage
13 and hour class and/or PAGA actions.

14 54. The foregoing experience of myself and other attorneys of Moon Law Group,
15 PC is helpful in assessing the reasonableness of settlements, such as the one at issue here, and
16 from this experience Plaintiff's Counsel concluded that this litigation could not have been
17 settled on better terms than provided under the proposed Settlement.

18 55. I do not believe that I or any other attorneys of Moon Law Group, PC have any
19 conflicts of interest with the named Plaintiff, other Aggrieved Employees, or the proposed
20 Administrator. I am not related to Plaintiff. I respectfully submit that Moon Law Group, PC is
21 competent and well suited to act as PAGA Counsel in this action, and we have and will continue
22 to vigorously represent the interests of the Aggrieved Employees.

23 REQUEST FOR ATTORNEYS' FEES AND COSTS

24 56. The proposed award of attorneys' fees to Plaintiff's Counsel (\$178,200.00) can be
25 justified under either the lodestar method or percentage recovery method. Plaintiff's Counsel,
26 however, base the requested award of fees on the percentage method.

27 57. The total current lodestar for Moon Law Group, PC is *not less than* the following:
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Attorney	Rate	Hours	Lodestar
Kane Moon	\$950.00	27.3	\$25,935.00
Lilit Ter-Astvatsatryan	\$850.00	56.7	\$48,195.00
Michael Citrin	\$600.00	40.4	\$24,240.00
	Total:	124.4	\$98,370.00

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

59. We can provide complete, detailed billing records should the Court request them, but in such event would request the opportunity to redact attorney-client, attorney work product, and any other privileged information. I am familiar with most aspects of this case and tasks undertaken by the various members of my firm in litigating this case. I have been assisted by attorneys Ms. Ter-Astvatsatryan and Mr. Citrin. As discussed below, a positive multiplier is warranted in this case.

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

1 how much time he was required to spend on the case.” (*Moreno v. City of Sacramento* (9th Cir.
2 2008) 534 F.3d 1106, 1112.)

3 (a) Number of Hours Expended by My Office is Reasonable: As set forth in this
4 declaration, my office expended a significant amount of time litigating the case to
5 achieve an excellent result on behalf of the Aggrieved Employees. To date, my
6 office has spent no less than approximately **124.4 hours** litigating this case. In the
7 event the Court grants settlement approval, my office will spend additional time
8 related to this litigation, including to monitor administration of the settlement after
9 approval, committing no less, although likely more, than 10 hours to those
10 additional tasks. The number of hours that my office has and will devote to this
11 case is reasonable. (*See, e.g., Ketchum III v. Moses* (2001) 24 Cal.4th 1122, 1133
12 [fee award should be fully compensatory and, “absent circumstances rendering the
13 award unjust, an attorney fee award should ordinarily include compensation for *all*
14 the hours *reasonably spent*”] [emphasis in original]; *Serrano v. Unruh* (1982) 32
15 Cal. 3d 621, 624 [counsel are entitled to compensation for all hours reasonably
16 expended]; *Hensley, supra*, 461 U.S. at pp. 435–36; *Caudle v. Bristow Optical Co.*
17 (9th Cir. 2000) 224 F.3d 1014, 1028; *Cabrales v. Cty. of L.A.* (9th Cir. 1991) 935
18 F.2d 1050, 1052–53.) As discussed above, my office was required to expend
19 considerable time and resources to investigate, litigate, and successfully settle
20 these claims for the benefit of the Aggrieved Employees.

21 (b) The Attorneys’ Hourly Rates are Reasonable: “[T]he established standard when
22 determining a reasonable hourly rate is the ‘rate prevailing in the community for
23 similar work performed by attorneys of comparable skill, experience, and
24 reputation.’” (*Camacho v. Bridgeport Fin., Inc.* (9th Cir. 2008) 523 F.3d 973, 979
25 [quoting *Barjon v. Dalton* (9th Cir. 1997) 132 F.3d 496, 502].) This rule applies
26 even when, as here, the attorneys representing a named plaintiff perform the work
27 on a contingent fee basis. (*See, e.g., Robertson v. Fleetwood Travel Trailers of*
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1 *Cal., Inc.* (2006) 144 Cal.App.4th 785, 818; *Blanchard v. Bergeron* (1989) 489
2 U.S. 87, 96.) These hourly rates are reasonable in light of the significant
3 experience, expertise, and skill my firm brought to this action. Rates are reasonable
4 if they are “within the range of reasonable rates charged by and judicially awarded
5 comparable attorneys for comparable work.” (*Children’s Hosp. & Med. Ctr. v.*
6 *Bonta* (2002) 97 Cal.App.4th 740, 783.) The trial court may “find hourly rates
7 reasonable based on evidence of other courts approving similar rates.” (*Parkinson*
8 *v. Hyundai Motor Am.* (C.D. Cal. 2010) 796 F.Supp.2d 1160, 1172.) The attorneys
9 at Moon Law Group, PC are experienced litigators who specialize in employment
10 law, with a substantial wage and hour class action practice. These rates are not
11 opposed or challenged, and have been approved by other courts, as explained
12 *supra*.

13 (c) Application of a Positive Multiplier Is Warranted: Once this lodestar figure has
14 been determined, the Court may take into account other “enhancement” factors to
15 adjust the lodestar award. As the California Supreme Court has held, contingency
16 fees should be higher than fees for the same legal services paid concurrently with
17 the provision of the services. (*Ketchum III, supra*, 24 Cal.4th at pp. 1132–33; *see*
18 *also Fischel v. Equitable Life Assurance Soc’y of the U.S.* (9th Cir. 2002) 307 F.3d
19 997, 1008.) “A lawyer who both bears the risk of not being paid and provides legal
20 services is not receiving the fair market value of his work if he is paid only for the
21 second of these functions. If he is paid no more, competent counsel will be
22 reluctant to accept fee award cases.” (*Ketchum*, 24 Cal.4th at p. 1133.) Application
23 of that rule is particularly appropriate where the case is brought to redress
24 important rights of vulnerable persons. (*Id.*) A risk enhancement is “earned
25 compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather, it
26 is intended to approximate market-level compensation for such services, which
27 typically includes a premium for the risk of nonpayment or delay in payment of
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attorney fees.” (*Id.* at p. 1138.) **Multipliers normally range from two to four or higher.** (*Wershba v. Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 255 [emphasis added]; *see also Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, n.6 [“most” common fund cases apply a multiplier of 1.0–4.0]; *Been v. O.K. Indus., Inc.* (E.D. Okla. 2011, No. CIV–02–285–RAW) 2011 WL 4478766, *11 [citing a study “reporting [an] average multiplier of 3.89 in survey of 1,120 class action cases” and finding that a multiplier of 1.22 would be “per se reasonable”].) Factors considered in determining whether a lodestar multiplier is appropriate generally include: (1) the risks presented by the contingent nature of the case; (2) the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly; (3) the nature of the opposition; (4) the preclusion of other employment by the attorney due to acceptance of the case; and (5) the result obtained and the importance of the lawsuit to the public. (*Serrano v. Ivy Baker Priest* (1977) 20 Cal. 3d 25, 48–49 [hereinafter “*Serrano III*”].) All these factors favor approval of a multiplier along the lines of those approved in the cases above. To date, my office has incurred no less than **\$98,370.00** in attorneys’ lodestar fees. Accordingly, the fee request represents **a multiplier of roughly 1.81** (\$178,200.00 in requested fees / \$98,370.00 in lodestar fees).

1) *Risks presented by the contingent nature of the case:* The major consideration in determining the necessity of a multiplier is the contingent nature of the award. (*Ketchum III, supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel, supra*, 307 F.3d at p. 1008.) In determining what multiplier to award, the probability of success must be assessed *ex ante*, that is, as viewed from the outset of the case. (*See, e.g., Harman v. Lyphomed, Inc.* (7th Cir. 1991) 945 F.2d 969, 976.) Further, the possibility of no recovery is only one of the uncertainties involved in taking on such a case. Other uncertainties are the amount that will be recovered, uncertainty as to the cost, both in effort and expenses, and

1 uncertainty about how much time will pass before the recovery is obtained.
2 (See, e.g., *Ketchum*, 24 Ca1.4th at pp. 1132–1133, 1138.) My office’s outlay
3 of time and money in this case has been significant. In all, my office has spent
4 *no less than 124.4* hours to date investigating, analyzing, researching,
5 litigating, and negotiating a favorable resolution of this case, in addition to *a*
6 *minimum of 10* hours that will be spent following final settlement approval,
7 including to monitor settlement administration and distribution of funds, and
8 has incurred **\$26,736.75** in necessary litigation costs. Unsettled legal issues
9 also presented risks to the claims in this case. My office bore the substantial
10 risk of an uncertain outcome in agreeing to prosecute this class action case on
11 a contingency fee basis, as well as the difficulties and delay inherent in such
12 litigation. There was the prospect of the enormous cost inherent in class action
13 litigation, as well as extensive negotiations with a corporate Defendant who
14 vigorously opposed Plaintiff’s claims and resisted settlement from the outset.
15 My office risked significant time and expense to ensure a successful
16 settlement. As detailed *supra*, the risks presented in this case were significant,
17 and Defendant’s defenses posed serious risks to the success of this matter at
18 the certification level and on the merits. These risks illustrate the recognition
19 by the California Supreme Court in *Ketchum III* that, if multipliers are not
20 awarded to class counsel in the cases that are successfully settled, counsel’s
21 fees are essentially being cut because the lodestar in and of itself would not
22 account for contingent risk.

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

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

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

21 ii. *The result obtained would justify an enhancement*: The results obtained in
22 litigation can properly be used to enhance a lodestar calculation where an
23 exceptional effort produced excellent results. (*Graham, supra*, 34 Cal.4th at p.
24 582.) Here, the final gross settlement figure is **\$540,000.00**, which represents
25 roughly **64%** of the total realistic recovery. Considered against the size of the
26 Class, the risks posed by continued litigation, and the importance of the
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1 employment rights and a speedy recovery, the relief provided under the PAGA
2 Settlement represents a very strong result for the Class.

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

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

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

24 64. As of the drafting of this motion, my office has incurred \$26,736.75 in expenses
25 litigating this action. These expenses were reasonably necessary to the litigation and were actually
26 incurred by my office. Moreover, these expenses are below the maximum amount provided in the
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PAGA Settlement (\$30,000.00), so the remaining amount will be added to the PAGA Penalties Fund (PAGA Settlement, ¶ 12.) Therefore, the expenses should be reimbursed in full.

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

- a. Numerous interviews with the Plaintiff and review of documents provided by him;
- b. Legal research and investigation regarding the Defendant's practices at numerous points in the litigation;
- c. Preparation and submission of Plaintiff's PAGA notice letter;
- d. Preparation of multiple drafts of the original class action complaint and subsequent first amended complaint, as well as finalization and filing of said complaints;
- e. Extensive "meet and confer" correspondence and discussions with Defendant's counsel to obtain relevant documents and information through informal discovery;
- f. Contacting witnesses;
- g. Analysis of the informal discovery production and preparation of a damages model with the aid of a statistics expert;
- h. Research and preparation of Plaintiff's mediation brief;
- i. Attendance and active participation at the mediation;
- j. Drafting, negotiating, and reviewing multiple drafts of the PAGA Settlement and attachments thereto;
- k. Preparation, finalization, and filing of the motion for approval and accompanying filings;
- l. Anticipated preparation for and attendance at the hearing on motion for approval;
- m. Anticipated monitoring approval of the PAGA Settlement and requested awards;
- n. Anticipated overseeing the settlement administration process and distribution of funds; and
- o. Anticipated communications with Plaintiff regarding the case.

66. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has been reached that includes a non-reversionary settlement payment by Defendant of \$540,000.00 to compensate Aggrieved Employees for Defendant's alleged wage and hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on April 25, 2025, at Los Angeles, California.

Kane Moon