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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

SELENA EVINS, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

PEPPERBUSH HOLDINGS, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2024-00023225-CU-OE-CTL

[Assigned to Hon. Carolyn Caietti, Dept. C-70]

**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 Sean Hartranft, (3)
[Proposed] Order, and (4) [Proposed]
Judgment]*

PAGA APPROVAL HEARING:

Date:

Time:

Dept.: C-70

Action Filed: May 20, 2024

Trial Date: Not Set

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

3 5. On May 19, 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 May 20, 2024, which alleges Defendant systematically: (1) failed to pay minimum
8 wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to
9 authorize and permit rest periods, (5) failed to indemnify necessary business expenses; (6) failed
10 to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements,
11 and (8) engaged in unfair business practices.

12 6. On August 15, 2024, Plaintiff filed a First Amended Representative Action Complaint
13 (the “Operative Complaint”), adding a cause of action against Defendant for civil penalties pursuant
14 under the PAGA. Due to an arbitration agreement between Plaintiff and Defendant, which includes a
15 class action waiver, Plaintiff requested dismissal of the class allegations against Defendant without
16 prejudice. On March 3, 2025, the Court granted Plaintiff’s request and dismissed the class allegations.
17 The Operative Complaint thus only alleges a cause of action for civil penalties under PAGA. Plaintiff’s
18 administrative exhaustion period expired without the LWDA indicating its intent to investigate
19 Plaintiff’s allegations. In compliance with Labor Code section 2699 (*I*)(1), Plaintiff submitted to the
20 LWDA a file-stamped copy of the Operative Complaint.

21 7. 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 8. 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
28

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 her time and payroll records, and a statistically significant sample of time and payroll records of the Aggrieved Employees.

9. 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 1,163 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

10. On January 27, 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 many meal periods and rest breaks were taken, and where a violation appears,
2 it was a result of an employee voluntarily choosing to forego a meal period or rest break, that it
3 reimbursed its employees for all necessary business expenses incurred, and that Plaintiff's
4 allegations are not representative but require individual proof. After extensive negotiations and
5 discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses,
6 the Parties reached a settlement, the material terms of which are encompassed within the PAGA
7 Settlement. The Parties recognized that the issues presented in the Action are likely only to be
8 resolved with extensive and costly pretrial and trial proceedings, and that further litigation will lead
9 to inconvenience, distraction, disruption, delay, and expense disproportionate to the potential
10 benefits of litigation. Plaintiff and her counsel considered the risk and uncertainty of the outcome
11 inherent in any litigation when determining whether this PAGA Settlement was the correct option.

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

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

1 13. The PAGA Settlement includes all current and former California hourly-paid, non-
2 exempt employees of Defendant employed at any time from April 24, 2024 to February 27, 2025
3 (“Aggrieved Employees”). (PAGA Settlement, ¶ 1.4.)

4 14. All Aggrieved Employees are deemed to release, on behalf of themselves and their
5 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
6 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
7 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
8 PAGA Notice. (*Id.* at ¶ 5.2.)

9 15. Defendant agrees to pay a Gross Settlement Amount of \$125,000.00. (*Id.* at ¶ 3.1.)
10 Aggrieved Employees are not required to submit a claim as a condition of payment. (*Id.*) None of
11 the Gross Settlement Amount will revert to Defendant. (*Id.*)

12 16. After deducting the Administration Expenses Payment, the PAGA Counsel Fees
13 Payment, and the PAGA Counsel Litigation Expenses Payment in the amounts approved by the
14 Court, the remainder will be allocated as PAGA Penalties and distributed as 75% to the LWDA as
15 the LWDA PAGA Payment and 25% to Aggrieved Employees as Individual PAGA Payments. (*Id.*
16 at ¶¶ 1.23, 3.2.3.) Aggrieved Employees will also receive a letter explaining the settlement. A true
17 and correct copy of this letter is incorporated as part of the PAGA Settlement as Exhibit A attached
18 thereto.

19 17. The PAGA Settlement provides for a PAGA Counsel Fees Payment payable to
20 Plaintiff’s Counsel not to exceed 33.33% of the Gross Settlement Amount (currently estimated to
21 be \$41,662.50) for Plaintiff’s Counsel’s attorneys’ fees, plus a PAGA Counsel Litigation Expenses
22 Payment for reimbursement of out-of-pocket litigation costs not to exceed \$25,000.00. (*Id.* at ¶
23 3.2.1.) In the event the costs approved by the Court are less than the amounts requested, the
24 difference will be added to the portion to be paid to the LWDA and the Aggrieved Employees.
25 (*Id.*) At this time, Plaintiff’s Counsel’s costs are \$25,403.89 and a true and correct copy of the
26 litigation costs to-the-date is attached hereto as **Exhibit 4**.

1 18. The PAGA Settlement provides the Administrator will be paid an Administration
2 Expenses Payment not to exceed \$5,995.00 for its fees and expenses in administering this
3 Settlement. (*Id.* at ¶ 3.2.2.) The Parties jointly appoint Apex Class Action Administration as the
4 neutral entity to administer this Settlement based on its bid of \$5,995.00. A true and correct copy
5 of the estimate for administration costs is attached to this declaration as **Exhibit 5**.

6 19. The Administrator will calculate each Individual PAGA Payment by (a) dividing
7 the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of
8 PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each
9 Aggrieved Employee's PAGA Pay Periods. (*Id.* at ¶ 3.2.3.1.) The Administrator will report the
10 Individual PAGA Payments on IRS 1099 Forms. (*Id.*) Aggrieved Employees assume full
11 responsibility and liability for any taxes owed on their Individual PAGA Payment. (*Id.*)

12 20. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
13 and canceled after the void date (not less than 180 days after the date of mailing) the Administrator
14 shall transmit the funds represented by such checks to the California Controller's Unclaimed
15 Property Fund in the name of the Aggrieved Employee. (*Id.* at ¶ 4.4.1, 4.4.3.)

16 21. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds
17 to the Administrator no later than 21 days after the Effective Date. (*Id.* at ¶ 4.3.) "Effective Date"
18 means the date when the Court signs the approval order and judgment. (*Id.* at ¶ 1.11.)

19 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

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

23. Based on a review of its records to date, Defendant estimates there are approximately 143 Aggrieved Employees who worked a total of approximately 8,300 PAGA Pay Periods. (*Id.* at ¶ 4.1.) 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 729 unique meal period violations (5,173 when extrapolated to all Aggrieved Employees) demonstrated by a review of the records, resulting in an 8.6% violation rate. 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 1,873 unique meal break violations when extrapolated to all Aggrieved Employees, resulting in an 3.1% violation rate. Plaintiff's expert also found that only 0.3% of pay periods contained payments for overtime pay and additional compensation, and only 0.6% of pay periods contained payments for sick pay and additional compensation, resulting in a total minimal exposure of \$371 for the regular rate claim. Additionally, Plaintiff's expert found that only 6.2% of pay periods had unpaid overtime, assuming Defendant had an invalid AWS. Moreover, many of Plaintiff's allegations, such as the off-the-clock and reimbursement claims, would largely need to be supported by declarations from Aggrieved Employees, and obtaining such declarations potentially would reveal that each Aggrieved Employee had a different experience. The individualized nature of employees' employment experience and the numerosity of employees affected present significant risk with manageability and proof on the merits.

24. Assuming a \$100 civil penalty per pay period (total 8,300 estimated pay periods), Defendant's maximum potential exposure in this Action for civil penalties under PAGA is estimated to be \$830,000.00. Although Plaintiff's Counsel believe there is merit to Plaintiff's allegations, we acknowledge a legitimate controversy exists as to each allegation. In other words, based on Plaintiff's Counsel's investigation and analysis, the maximum exposure did not comport with the reasonable exposure that Defendant faced. Specifically, Defendant argued that it did not allow its employees to work off-the-clock and that it did not fail to compensate any employee for any off-the-clock work. Plaintiffs' expert also found that Defendant's exposure due to its alleged

1 invalid AWS and failure to incorporate remuneration into the regular rate was minimal. Defendant
2 also argued that it reimbursed its employees for any necessary business expenses incurred.
3 Defendant maintains its compliance with all its meal and rest period obligations, and that any
4 missed lunches or breaks was solely the result of employees' voluntary choice. Defendant also
5 argued that many Aggrieved Employees waived their meal breaks and to the extent there were any
6 violations, Defendants paid meal premium payments. To the employees who received wage
7 statements that were allegedly inaccurate, Defendant asserts they suffered no actual damage or
8 harm as a result.

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

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

23 27. Based on the foregoing and in consideration of the Due Process concerns related to
24 penalizing Defendant disproportionately to the amount of damages at issue, and the discretionary
25 nature of awarding penalties, it is reasonable to assume for resolution purposes, that a violation
26 occurred in approximately one-fourth of all pay periods resulting in a **realistic (risk-adjusted)**
27 **exposure of \$207,500.00** (\$830,000.00 / 4).
28

1 28. The **\$125,000.00** settlement is an excellent result and amounts to “genuine and
2 meaningful” relief “consistent with the underlying purpose of the statute to benefit the public” **as it**
3 **represents approximately 60% of Defendant’s realistic recovery** (*Villalobos v. Calandri*
4 *Sonrise Farm LP* (C.D. Cal. July 22, 2015) No. CV 12-2615 PSG (JEMx), 2015 WL 12732709, at
5 *5; *see also O’Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135.)
6 This is an excellent result, particularly because, under the Settlement, Aggrieved Employees will
7 receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

8 29. After the Administration Expenses Payment, PAGA Counsel Fees Payment, and
9 PAGA Counsel Litigation Expenses Payment, the amount estimated as PAGA Penalties for the
10 LWDA and Aggrieved Employees is at least **\$52,342.50**.¹ The PAGA Penalties will be split with
11 75% going to the LWDA and 25% going to Aggrieved Employees on a pro rata basis in Individual
12 PAGA Payments. (PAGA Settlement, ¶ 3.2.3.) Each Aggrieved Employee will receive payment
13 directly proportional to the number of PAGA Pay Periods the Aggrieved Employee worked within
14 the PAGA Period. (*Id.* at ¶ 3.2.3.1.) Accordingly, at least **\$39,256.88** (75% * \$52,342.50) will be
15 available to the LWDA and **\$13,085.63** (25% * \$52,342.50) will be available to the estimated 143
16 Aggrieved Employees, which results in an average Individual PAGA Payment of **\$91.51**
17 (\$13,085.63 / 143 Aggrieved Employees) and a Pay Period value of **\$1.58** (\$13,085.63 / 8,300 Pay
18 Periods) for each of the 8,300 estimated Pay Periods.

19 30. Plaintiff’s Counsel have conducted a thorough investigation into the facts of this
20 case. Based on the foregoing discovery and on their own independent investigation and evaluation,
21 Plaintiff’s Counsel are of the opinion that the Settlement is fair, reasonable, and adequate.
22 Furthermore, in light of all known facts and circumstances, the risk of significant delay, trial risk,
23 appellate risk, the defenses that could be asserted by Defendant on the merits, the PAGA
24 Settlement is in the best interests of the Aggrieved Employees.

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27 ¹ The PAGA Penalties amount is \$125,000.00 minus: \$25,000.00 for Plaintiff’s Counsel’s
28 litigation costs, \$41,662.50 for Plaintiff’s Counsel’s attorneys’ fees, and \$5,995.00 for
administration costs. (PAGA Settlement, ¶ 3.2.3.)

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

6 32. The PAGA Settlement avoids the risks, burdens, and the accompanying expense
7 of further litigation. Although the Parties have engaged in a significant amount of investigation,
8 informal discovery, and employee data analysis, they have not participated in depositions and
9 extensive expert discovery. Moreover, preparation for trial would remain for the Parties as well as
10 the prospect of appeals. As a result, the Parties would incur considerably more attorneys' fees and
11 costs through trial.

12 33. The PAGA Settlement contains an escalator clause under which Defendant may
13 owe more than \$125,000.00 as the Gross Settlement Amount. (PAGA Settlement, ¶ 4.1.) Under
14 the escalator clause, if the number of pay periods worked by Aggrieved Employees during the
15 PAGA Period exceeds 8,300 by more than 10% (i.e. exceed 9,130 pay periods) then, the Gross
16 Settlement Amount will increase proportionate to the pay period increase beyond the threshold
17 (i.e., if number of pay periods exceeds 9,130 by 1%, the Gross Settlement Amount will increase
18 by 1%) (*Id.*)

19 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

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

38. I am experienced in prosecuting and defending employment matters, particularly class and PAGA actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage and hour class action lawsuits pending in various counties throughout California, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my \$650 hourly rate in that case, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 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,*

1 *LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell*
2 *Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead
3 counsel).

4 ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

5 39. Allen Feghali is a Senior Partner at Moon Law Group, PC. He received his B.A. in
6 Global and International Studies in 2011 from UC Santa Barbara, and his J.D. from University of
7 La Verne College of Law in 2014. Mr. Feghali became an Active Member of the State Bar of
8 California in December 2014 and has been an Active Member in good standing continuously since
9 then. He was selected by Super Lawyers as a "Southern California Rising Star" in 2020–2023.

10 40. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice
11 focuses on advocating for the rights of employees at the trial-court and appellate level. Prior to
12 approximately June 2018, with the exception of a handful of cases, his practice focused on
13 individual FEHA and wrongful termination claims, as well as individual wage and hour claims. In
14 June 2018, Mr. Feghali became heavily involved in the firm's class action practice.

15 41. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual hourly
16 rate in wage and hour litigations. Based on Mr. Feghali's 10+ years of experience, his Laffey
17 Matrix rate with a 2.5% adjustment is \$859.98 per hour (\$839 Laffey Matrix rate + (2.5% x \$839)).
18 (See Exh. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr.
19 Feghali's billing rate of \$900.00 per hour is reasonable.

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

- 23 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v.*
24 *Clearpath Federal Credit Union* (LASC No. 19STCV33504), which resulted in a
25 certification order on all causes of action following contested briefing in a wage and
26 hour class action.

- 1 (b) Mr. Feghali prepared the briefing in a contested class certification motion in the
2 matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was
3 argued and taken under submission by the Court on February 3, 2022.
- 4 (c) Mr. Feghali prepared the briefing in a contested class certification motion in the
5 matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- 6 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class
7 certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.*
8 (No. 19STCV44400), which was granted in part and denied in part in October 2022.
- 9 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of
10 *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP
11 (RAOx)) 2020 WL 1934954, where defendant removed a wage and hour class
12 alleging that Plaintiffs' claims were pre-empted by the Labor Management Relations
13 Act.
- 14 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald,*
15 *U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1.
16 There, the Court of Appeal reversed a dismissal of an individual defendant following
17 the trial court's granting of a demurrer without leave to amend relating to alter ego
18 allegations.
- 19 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of
20 *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-
21 RSWL-MRWx) 2018 WL 1352910. Defendants there sought to remove the case
22 based on the inclusion of a "sham defendant," but the court agreed with Mr. Feghali's
23 briefing which argued that the individual defendant, who was alleged to have harassed
24 the Plaintiffs under FEHA, was a proper defendant.
- 25 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that
26 settled for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing,
27 Mr. Feghali has resolved or assisted in the resolution of approximately 100 cases
28

1 which has resulted in millions of dollars of unpaid wages being returned to low-wage
2 employees.

- 3 (i) Mr. Feghali was part of a team that prepared the briefing in a contested class
4 certification motion in the matter of Hernandez v. CR Laurence, Inc., et al. (No.
5 20STCV32372), which was granted, in part, and denied, in part, in February 2024.

6 43. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively
7 representing employees in wage and hour class and representative actions. His fee has been
8 approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the
9 litigation and resolution of over 100 wage and hour class actions, including obtaining preliminary
10 and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead
11 or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal.* (No.
12 20STCV09876) (\$5,000,000); *Stanley Black & Decker Wage and Hour Cases* (No. JCCP5218)
13 (\$3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000);
14 *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000); *Aquino v.*
15 *Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No.
16 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-
17 CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000);
18 *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate*
19 *Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No.
20 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000);
21 *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The Roman*
22 *Catholic Bishop of Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.*
23 (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591)
24 (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members); *Cha v. Center*
25 *Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No.
26 BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972)

1 (\$750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252)
2 (\$1,250,000).

3 LILIT TER-ASTVATSATRYAN'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

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

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

26 (b) *Miguel Angel Lopez Cuadras v. R.C. Wendt Painting, Inc.*, Los Angeles
27 Superior Court, Case No. BC705964 [after class certification motion was
28

entirely briefed, the parties attended mediation and ultimately resolved the matter on class wide basis]; and

(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].

49. 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;

(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.

50. 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.

S. EMILY GRAM’S EXPERIENCE AND QUALIFICATIONS

51. S. Emily Grams is an associate attorney at Moon Law Group, PC. Ms. Grams advocates for employees in both state and federal court in employment and related litigation. Since joining Moon Law Group, PC, her practice has focused on wage-and-hour actions involving claims related to unpaid overtime and minimum wages, meal and rest break violations, unreimbursed business expenses, improper wage statements, and unfair business practices, as well as discrimination claims rising under California law.

52. Ms. Grams received her B.S. in Environmental Studies and Global Sustainability *summa cum laude* from Northern Arizona University. She received her Juris Doctorate and Environment and Natural Resources Law Certificate from Lewis & Clark Law School. While in law school, Ms. Grams was a writer and editor for the *Environmental Law* and the *Ninth Circuit Review* law review journals, she also participated in the Environmental Law Moot Court. While in law school, Ms. Grams held numerous positions as research assistant and law clerk, including for the Southern Environmental Law Center, the Oregon Department of Environmental Quality, and the Distinguish Professor of Law Emerita Susan Mandiberg. Ms. Grams received a Pro Bono Honors award for donating her time as a law clerk at the Oregon Department of Environmental Quality and appeared on the Dean’s Honor List numerous semesters. Following law school, Ms. Grams worked as a law clerk at Yeroushalmi & Yeroushalmi, where she enforced California’s Proposition 65 toxics consumer awareness law.

53. Ms. Grams became an Active Member of the State Bars of California in March 2024 and has been an Active Member in good standing continuously since then. She is also

1 admitted to practice in the United States District Court for the Eastern and Central Districts of
2 California.

3 54. Ms. Grams' billing rate is \$450.00 per hour, which is her usual hourly rate in wage
4 and hour litigations. Based on Ms. Grams' two years of experience since graduating from law school,
5 her Laffey Matrix rate with a 2.5% adjustment is \$484.83 ($\$473 + (2.5\% \times \$473)$) per hour. (See Exh.
6 6.) As compared to the Laffey Matrix rate, Ms. Grams' billing rate of \$450.00 per hour is reasonable.

7 PAGA COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

8 REQUEST FOR ATTORNEYS' FEES AND COSTS

9 59. The proposed award of attorneys' fees to PAGA Counsel (\$41,662.50) can be
10 justified under either the lodestar method or percentage recovery method. Plaintiff's Counsel,
11 however, base the requested award of fees on the percentage method.

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

Attorney	Rate	Hours	Lodestar
Kane Moon	\$950.00	21.4	\$20,330.00
Allen Feghali	\$900.00	13.5	\$12,150.00
Lilit Ter-Astvatsatryan	\$850.00	17.8	\$15,130.00
S. Emily Grams	\$450.00	39.3	\$17,685.00
	Total:	92	\$65,295.00

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20 61. There are additional hours devoted to this litigation by the attorneys and legal
21 assistants in my office that are not reflected in the foregoing lodestar, including additional attorney
22 time that will be spent to obtain and monitor approval of the PAGA Settlement and requested
23 awards, oversee the settlement administration process and distribution of funds, respond to
24 inquiries, and communicate with Plaintiff regarding the case. I estimate that my office will commit
25 *no less than* 10 hours, although likely more time, to these additional tasks, which are hours not
26 included in the foregoing lodestar total. My office also bears the risk of taking whatever actions
27 are necessary if Defendant fails to pay.
28

1 62. We can provide complete, detailed billing records should the Court request them,
2 but in such event would request the opportunity to redact attorney-client, attorney work product,
3 and any other privileged information. I am familiar with most aspects of this case and tasks
4 undertaken by the various members of my firm in litigating this case. I have been assisted by
5 attorneys Mr. Feghali, Ms. Ter-Astvatsatryan, and Ms. Gram. As discussed below, a positive
6 multiplier is warranted but is not requested in this case.

7 63. The lodestar method requires the Court to determine a “touchstone” or lodestar
8 figure based on a compilation of time spent and reasonable hourly compensation for each attorney.
9 (*Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579.) Generally, hours are reasonable
10 if they were “reasonably expended in pursuit of the ultimate result achieved in the same manner
11 that an attorney traditionally is compensated by a fee-paying client.” (*Hensley v. Eckerhart* (1983)
12 461 U.S. 424, 431.) The Court “should defer to the winning lawyer’s professional judgment as to
13 how much time he was required to spend on the case.” (*Moreno v. City of Sacramento* (9th Cir.
14 2008) 534 F.3d 1106, 1112.)

15 (a) Number of Hours Expended by My Office is Reasonable: As set forth in this
16 declaration, my office expended a significant amount of time litigating the case to
17 achieve an excellent result on behalf of the Aggrieved Employees. To date, my
18 office has spent no less than approximately **92 hours** litigating this case. In the
19 event the Court grants settlement approval, my office will spend additional time
20 related to this litigation, including to monitor administration of the settlement after
21 approval, committing no less, although likely more, than 10 hours to those
22 additional tasks. The number of hours that my office has and will devote to this
23 case is reasonable. (*See, e.g., Ketchum III v. Moses* (2001) 24 Cal.4th 1122, 1133
24 [fee award should be fully compensatory and, “absent circumstances rendering the
25 award unjust, an attorney fee award should ordinarily include compensation for *all*
26 the hours *reasonably spent*”] [emphasis in original]; *Serrano v. Unruh* (1982) 32
27 Cal. 3d 621, 624 [counsel are entitled to compensation for all hours reasonably
28

1 expended]; *Hensley, supra*, 461 U.S. at pp. 435–36; *Caudle v. Bristow Optical Co.*
2 (9th Cir. 2000) 224 F.3d 1014, 1028; *Cabrales v. Cty. of L.A.* (9th Cir. 1991) 935
3 F.2d 1050, 1052–53.) As discussed above, my office was required to expend
4 considerable time and resources to investigate, litigate, and successfully settle
5 these claims for the benefit of the Aggrieved Employees.

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

25 (c) Application of a Positive Multiplier Is Warranted (but not requested): Once this
26 lodestar figure has been determined, the Court may take into account other
27 “enhancement” factors to adjust the lodestar award. As the California Supreme
28

1 Court has held, contingency fees should be higher than fees for the same legal
2 services paid concurrently with the provision of the services. (*Ketchum III, supra*,
3 24 Cal.4th at pp. 1132–33; *see also Fischel v. Equitable Life Assurance Soc’y of*
4 *the U.S.* (9th Cir. 2002) 307 F.3d 997, 1008.) “A lawyer who both bears the risk
5 of not being paid and provides legal services is not receiving the fair market value
6 of his work if he is paid only for the second of these functions. If he is paid no
7 more, competent counsel will be reluctant to accept fee award cases.” (*Ketchum*,
8 24 Cal.4th at p. 1133.) Application of that rule is particularly appropriate where
9 the case is brought to redress important rights of vulnerable persons. (*Id.*) A risk
10 enhancement is “earned compensation; unlike a windfall, it is neither unexpected
11 nor fortuitous. Rather, it is intended to approximate market-level compensation for
12 such services, which typically includes a premium for the risk of nonpayment or
13 delay in payment of attorney fees.” (*Id.* at p. 1138.) **Multipliers normally range**
14 **from two to four or higher.** (*Wershba v. Apple Comp., Inc.* (2001) 91 Cal.App.4th
15 224, 255 [emphasis added]; *see also Vizcaino v. Microsoft Corp.* (9th Cir. 2002)
16 290 F.3d 1043, 1051, n.6 [“most” common fund cases apply a multiplier of 1.0–
17 4.0]; *Been v. O.K. Indus., Inc.* (E.D. Okla. 2011, No. CIV–02–285–RAW) 2011
18 WL 4478766, *11 [citing a study “reporting [an] average multiplier of 3.89 in
19 survey of 1,120 class action cases” and finding that a multiplier of 1.22 would be
20 “per se reasonable”].) Factors considered in determining whether a lodestar
21 multiplier is appropriate generally include: (1) the risks presented by the
22 contingent nature of the case; (2) the novelty and difficulty of the questions
23 involved and the skill requisite to perform the legal service properly; (3) the nature
24 of the opposition; (4) the preclusion of other employment by the attorney due to
25 acceptance of the case; and (5) the result obtained and the importance of the lawsuit
26 to the public. (*Serrano v. Ivy Baker Priest* (1977) 20 Cal. 3d 25, 48–49 [hereinafter
27 “*Serrano III*”].) All these factors favor approval of a multiplier along the lines of
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1 those approved in the cases above. To date, my office has incurred no less than
2 **\$65,295.00** in attorneys' lodestar fees. Accordingly, the fee request represents a
3 **negative multiplier of roughly 0.64** (\$41,662.50 in requested fees / \$65,295.00
4 in lodestar fees).

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

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

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

26 67. As of the drafting of this motion, my office has incurred \$25,403.89 in expenses
27 litigating this action. These expenses were reasonably necessary to the litigation and were actually
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1 incurred by my office. Plaintiff's Counsel is requesting only the maximum amount provided in the
2 PAGA Settlement (\$25,000.00) (PAGA Settlement, ¶ 3.2.1.) Therefore, \$25,000.00 should be
3 reimbursed.

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

- 7 a. Numerous interviews with the Plaintiff and review of documents provided by her;
- 8 b. Legal research and investigation regarding the Defendant's practices at numerous
9 points in the litigation;
- 10 c. Preparation and submission of Plaintiff's PAGA notice letter;
- 11 d. Preparation of multiple drafts of the original class action complaint and subsequent
12 first amended complaint, as well as finalization and filing of said complaints;
- 13 e. Extensive "meet and confer" correspondence and discussions with Defendant's
14 counsel to obtain relevant documents and information through informal discovery;
- 15 f. Contacting witnesses;
- 16 g. Analysis of the informal discovery production and preparation of a damages model
17 with the aid of a statistics expert;
- 18 h. Research and preparation of Plaintiff's mediation brief;
- 19 i. Attendance and active participation at the mediation;
- 20 j. Drafting, negotiating, and reviewing multiple drafts of the PAGA Settlement and
21 attachments thereto;
- 22 k. Preparation, finalization, and filing of the motion for approval and accompanying
23 filings;
- 24 l. Anticipated preparation for and attendance at the hearing on motion for approval;
- 25 m. Anticipated monitoring approval of the PAGA Settlement and requested awards;
- 26 n. Anticipated overseeing the settlement administration process and distribution of
27 funds; and
28

o. Anticipated communications with Plaintiff regarding the case.

69. 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 \$125,000.00 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 16, 2025, at Los Angeles, California.

Kane Moon