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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

SAMUEL ARCIGA, individually, and on behalf of all others similarly situated, Plaintiff, vs. MENSYOKU U.S.A., INC., a California corporation; and DOES 1 through 10, inclusive, Defendants	Case No.: 30-2024-01400097-CU-OE-CXC [*Assigned to Hon. Melissa R. McCormick, Dept. CX-104*] **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 Denise Islas, and (3) [Proposed] Order and Judgment*] PAGA APPROVAL HEARING: Date: Time: Dept.: CX104 **Reservation #:** Action Filed: May 15, 2024 Trial Date: Not Set

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

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 Samuel Arciga ("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.

2. This declaration is submitted in support of Plaintiff's Motion to Approve PAGA Settlement. Plaintiff seeks approval of a PAGA Act Settlement Agreement (the "PAGA Settlement") entered into with defendant Mensyoku, U.S.A., Inc. ("Defendant" or "Mensyoku") (together with Plaintiff, the "Parties") in full resolution of the above-captioned litigation (the "Action"). A true and correct copy of the fully executed PAGA Settlement is attached hereto as **Exhibit 1**.

CASE BACKGROUND

3. Defendant is a restaurant based in Orange, California that conducts business in numerous counties throughout California, including in Orange County. Plaintiff worked for Defendant in California as "Kitchen Staff" from approximately September 2022 to May 2024 and was classified as non-exempt throughout his employment. Plaintiff contends both he and his former coworkers were subjected to the same unlawful labor practices during their employment by Defendant, including failure to pay wages for all hours worked.

4. Plaintiff's claim for unpaid wages stems from allegations that Defendant required Plaintiff and Aggrieved 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 purchase their own nonslip shoes, black pants, face masks, and extra work shirts 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 Defendant is liable for civil penalties under the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA").

5. On May 12, 2024, Plaintiff submitted a PAGA notice of alleged Labor Code violations to Defendant and the California Labor and Workforce Development Agency (the "LWDA"). Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff's PAGA notice. Because of Defendant's alleged violations of various provisions of the Labor Code, Plaintiff filed a class action on May 15, 2024, which alleges Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest periods, (5) failed to indemnify necessary business expenses; (6) failed to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business practices.

6. On July 17, 2024, Plaintiff filed a First Amended Representative Action Complaint (the "Operative Complaint"), dismissing Plaintiff's class allegations and alleging a single cause of action against Defendant for civil penalties pursuant under the PAGA. Plaintiff's administrative exhaustion period expired without the LWDA indicating its intent to investigate Plaintiff's allegations. In compliance with Labor Code section 2699 (*l*)(1), Plaintiff submitted to the LWDA a file-stamped copy of the Operative Complaint.

7. On or about August 16, 2024, Defendant filed a Motion to Compel Arbitration of Plaintiff's claims ("Motion to Compel"), to dismiss his class action allegations, and stay proceedings pending the outcome of arbitration of Plaintiff's remaining claims. The Court granted Defendant's Motion to Compel on January 9, 2025, dismissing Plaintiff's class action claims, and ordered Plaintiff's "individual" Labor Code and PAGA claims to arbitration proceedings. Plaintiff's "representative" PAGA claims are stayed in civil court pending the outcome of those proceedings.

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

DISCOVERY AND INVESTIGATION

9. Following the filing of Plaintiff's complaint, the Parties met and conferred regarding an agreement to mediate the action and further agreed to a protocol for an informal exchange of documents and information before the mediation. Prior to mediation, the Parties 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[1] to analyze the sample records produced and prepare a damage analysis prior to mediation. The sample of time and pay records contained 954 pay periods that employees worked during the PAGA Period (representing approximately 19% 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 February 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,

[1] A true and correct copy of the expert's CV is attached hereto as **Exhibit 3**.

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

12. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. (PAGA Settlement, ¶ 2.5.)

13. In compliance with Labor Code section 2699 (*l*)(2), Plaintiff's Counsel submitted to the LWDA a notice of settlement, a copy of the proposed PAGA Settlement, the instant declaration, and the moving papers filed concurrently with the Court herewith. A true and correct copy of the LWDA's acknowledgment of receipt thereof is attached hereto as **Exhibit 4**.

14. The PAGA Settlement includes all persons currently or formerly employed by Mensyoku as hourly, non-exempt employees in California who worked for Mensyoku during the PAGA Period ("Aggrieved Employees"). (PAGA Settlement, ¶ 1.4.) The PAGA Period is the period from May 12, 2023, one year prior to the date of Plaintiff's PAGA Notice, through April 28, 2025. (*Id.* at ¶ 1.19.)

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

16. Defendant agrees to pay a Gross Settlement Amount of $140,000.00. (*Id.* at ¶ 3.1.) Aggrieved Employees are not required to submit a claim as a condition of payment. (*Id.*) None of the Gross Settlement Amount will revert to Defendant. (*Id.*)

17. After deducting the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment in the amounts approved by the Court, the remainder will be allocated as PAGA Penalties and distributed as 75% to the LWDA as the LWDA PAGA Payment and 25% to Aggrieved Employees as Individual PAGA Payments. (*Id.* at ¶¶ 1.11, 1.15, 1.22, 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. The PAGA Settlement provides for a PAGA Counsel Fees Payment payable to Plaintiff's Counsel not to exceed 33.33% of the Gross Settlement Amount (currently estimated to be $46,662.00) for Plaintiff's Counsel's attorneys' fees, plus a PAGA Counsel Litigation Expenses Payment for reimbursement of out-of-pocket litigation costs not to exceed $25,000.00. (*Id.* at ¶ 3.2.1.) In the event the costs approved by the Court are less than the amounts requested, the difference will be added to the portion to be paid to the LWDA and the Aggrieved Employees. (*Id.*) At this time, Plaintiff's Counsel's costs are $26,788.29 and a true and correct copy of the litigation costs to-the-date is attached hereto as **Exhibit 5**.

19. The PAGA Settlement provides the Administrator will be paid an Administration Expenses Payment not to exceed $3,500.00 for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.2.) The Parties jointly appoint Simpluris, Inc. as the neutral entity to

administer this Settlement based on its bid of $3,500.00. A true and correct copy of the estimate for administration costs is attached to this declaration as **Exhibit 6**.

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

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

22. Mensyoku shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date. (*Id.* at ¶ 4.3.) The "Effective Date" means the date when the Court enters a Judgment on its Order Approving the PAGA Settlement, and the Judgment is final. (*Id.* at ¶ 1.9.) The Judgment is final as of the day the Court enters Judgment. (*Id.*)

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

23. 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.

24. Based on a review of its records to date, Mensyoku estimates there are 351 Aggrieved Employees who worked a total of approximately 5,000 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 2,869 unique meal period violations (14,652 when extrapolated to all Aggrieved Employees) demonstrated by a review of the records, resulting in a 65.5% 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 10,766 unique meal break violations when extrapolated to all Aggrieved Employees, resulting in an 50.5% violation rate. 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.

25. Assuming a $100 civil penalty per pay period (total 5,000 estimated pay periods), Defendant's maximum potential exposure in this Action for civil penalties under PAGA is estimated to be $500,000.00. 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. Defendant also argued that it reimbursed its employees for any necessary business expenses incurred. Defendant maintains its compliance with all its meal and rest period obligations, and that any missed lunches or breaks was solely the result of employees' voluntary choice. Defendant also argued that many Aggrieved Employees waived their meal breaks and to the extend there were any violations, Defendants paid meal premium payments. Indeed, the records evidenced that approximately 15% of the meal break violations included a meal waiver. To the

employees who received wage statements that were allegedly inaccurate, Defendant asserts they suffered no actual damage or harm as a result.

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

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

28. Based on the foregoing and in consideration of the Due Process concerns related to penalizing Defendant disproportionately to the amount of damages at issue, and the discretionary nature of awarding penalties, it is reasonable to assume for resolution purposes, that a violation occurred in approximately one-third of all pay periods resulting in a **realistic (*risk-adjusted*) exposure of $166,666.67** ($500,000.00 / 3).

29. The **$140,000.00** settlement is an excellent result and amounts to "genuine and meaningful" relief "consistent with the underlying purpose of the statute to benefit the public" **as it represents approximately 84% of Defendant's realistic recovery** (*Villalobos v. Calandri Sonrise Farm LP* (C.D. Cal. July 22, 2015) No. CV 12-2615 PSG (JEMx), 2015 WL 12732709, at *5; *see also O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135.)

This is an excellent result, particularly because, under the Settlement, Aggrieved Employees will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

30. After the Administration Expenses Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment, the amount estimated as PAGA Penalties for the LWDA and Aggrieved Employees is at least **$64,838.00**.[2] The PAGA Penalties 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, ¶ 3.2.3.) 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 ¶ 3.2.3.1.) Accordingly, at least **$48,628.50** (75% * $64,838.00) will be available to the LWDA and **$16,209.50** (25% * $64,838.00) will be available to the estimated 351 Aggrieved Employees, which results in an average Individual PAGA Payment of **$46.18** ($16,209.50 / 351 Aggrieved Employees) and a Pay Period value of **$3.24** ($16,209.50 / 5,000 Pay Periods) for each of the 5,000 estimated Pay Periods.

31. 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.

32. 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. Indeed, pursuant to Labor Code section 2699, subdivision (e)(2), a Court may reduce PAGA penalties "if, based on the facts and circumstances

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[2] The PAGA Penalties amount is $140,000.00 minus: $25,000.00 for Plaintiff's Counsel's litigation costs, $46,662.00 for Plaintiff's Counsel's attorneys' fees, and $3,500.00 for administration costs. (PAGA Settlement, ¶¶ 1.15, 1.22, 3.2.)

of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Lab. Code § 2699(e)(2).) 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.

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

34. The PAGA Settlement contains an escalator clause under which Defendant may owe more than $140,000.00 as the Gross Settlement Amount. (PAGA Settlement, ¶ 4.1.) Under the escalator clause, if the number of pay periods worked by Aggrieved Employees during the PAGA Period exceeds that estimate by more than 10% (i.e., exceed 5,500 pay periods) then, the Gross Settlement Amount will increase proportionate to the pay period increase (i.e., if the number of pay periods exceeds 5,500 by 1%, the Gross Settlement Amount will increase by 1%). (*Id.*)

MY EXPERIENCE AND QUALIFICATIONS

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

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

37. For the past decade, I have built my practice to have an emphasis on employment and related civil litigation cases and have both prosecuted and defended employment-related litigation cases. I have been heavily, successfully, and continuously involved in active litigation and trial

work, and have conducted bench and jury trials on behalf of both employees and employers in wage and hour cases.

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

39. 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 1 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).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

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

42. Mr. Feghali's current billing rate is $900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's 10+ years of experience, his Laffey Matrix rate with a 2.5% adjustment is $859.98 per hour ($839 Laffey Matrix rate + (2.5% x $839)). (*See* Exh. 7.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of $900.00 per hour is reasonable.

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

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

(b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken under submission by the Court on February 3, 2022.

(c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).

(d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al*. (No. 19STCV44400), which was granted in part and denied in part in October 2022.

(e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP (RAOx)) 2020 WL 1934954, where defendant removed a wage and hour class alleging that Plaintiffs' claims were pre-empted by the Labor Management Relations Act.

(f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.

(g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17–cv–09056–RSWL–MRWx) 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the individual defendant, who was alleged to have harassed the Plaintiffs under FEHA, was a proper defendant.

(h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for $850,000.00, $375,000.00, and $250,000.00. In addition to the foregoing, Mr. Feghali has resolved or assisted in the resolution of approximately 100 cases which has resulted in millions of dollars of unpaid wages being returned to low-wage employees.

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

44. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage and hour class and representative actions. His fee has been approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over 100 wage and hour class actions, including obtaining preliminary and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal*. (No. 20STCV09876) ($5,000,000); *Stanley Black & Decker Wage and Hour Cases* (No. JCCP5218) ($3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) ($2,250,000); *Duncan v. Infineon Technologies Americas Corp*. (No. 21STCV16872) ($2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) ($2,300,000); *Martinez, et al. v. Curative LLC* (No. 21STCV20778) ($1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) ($1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) ($1,800,000); *Fuentes v. Covid Clinic, Inc*. (No. CIVSB2106806) ($1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc*. (No. 3:20-cv-03047) ($3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) ($1,100,000); *Hammers v. Redwood Oil Co., Inc*. (No. SCV-269625) ($1,180,000); *Cuadras v. R.C. Wendt Painting, Inc*. (No. BC705964) ($1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282) ($1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) ($1,200,000); *Garcia v. Tri-Valley Plastering, Inc*. (No. 22CECG00591) ($1,250,000); *Garcia v. Tapia Enter., Inc*. ($2,137,651 for 507 class members); *Cha v. Center Point, Inc*. (No. CIV2102081) ($1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P*. (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) ($750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) ($1,250,000).

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LILIT TER-ASTVATSATRYAN'S EXPERIENCE AND QUALIFICATIONS

45. 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.

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

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

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

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

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

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

50. 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.

51. 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

52. 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.

53. 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.

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

55. Ms. Grams' billing rate is $450.00 per hour, which is her usual hourly rate in wage and hour litigations. Based on Ms. Grams' two years of experience since graduating from law school, her Laffey Matrix rate with a 2.5% adjustment is $484.83 ($473 + (2.5% x $473)) per hour. (*See* Exh. 7.) As compared to the Laffey Matrix rate, Ms. Grams' billing rate of $450.00 per hour is reasonable.

PAGA COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

REQUEST FOR ATTORNEYS' FEES AND COSTS

60. The proposed award of attorneys' fees to PAGA Counsel ($46,662.00) can be justified under either the lodestar method or percentage recovery method. Plaintiff's Counsel, however, base the requested award of fees on the percentage method.

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

Attorney	**Rate**	**Hours**	**Lodestar**
Kane Moon	$950.00	19.1	$18,145.00
Allen Feghali	$900.00	4.5	$4,050.00
Lilit Ter-Astvatsatryan	$850.00	10.2	$8,670.00
S. Emily Grams	$450.00	63.3	$28,485.00
	Total:	**97.1**	**$59,350.00**

62. 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.

63. I have provided billing records of my time, Mr. Feghali's time, Ms. Ter-Astvatsatryan's time, and Ms. Gram's time, attached hereto as **Exhibit 10**. As discussed below, a positive multiplier is warranted but is not requested in this case.

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

(a) Number of Hours Expended by My Office is Reasonable: As set forth in this declaration, my office expended a significant amount of time litigating the case to achieve an excellent result on behalf of the Aggrieved Employees. To date, my office has spent no less than approximately **97.1 hours** litigating this case. In the event the Court grants settlement approval, my office will spend additional time related to this litigation, including to monitor administration of the settlement after approval, committing no less, although likely more, than 10 hours to those additional tasks. The number of hours that my office has and will devote to this case is reasonable. (*See, e.g.*, *Ketchum III v. Moses* (2001) 24 Cal.4th 1122, 1133 [fee award should be fully compensatory and, "absent circumstances rendering the award unjust, an attorney fee award should ordinarily include compensation for *all* the hours *reasonably spent*"] [emphasis in original]; *Serrano v. Unruh* (1982) 32 Cal. 3d 621, 624 [counsel are entitled to compensation for all hours reasonably expended]; *Hensley*, *supra*, 461 U.S. at pp. 435–36; *Caudle v. Bristow Optical Co.* (9th Cir. 2000) 224 F.3d 1014, 1028; *Cabrales v. Cty. of L.A.* (9th Cir. 1991) 935 F.2d 1050, 1052–53.) As discussed above, my office was required to expend

considerable time and resources to investigate, litigate, and successfully settle these claims for the benefit of the Aggrieved Employees.

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

(c) Application of a Positive Multiplier Is Warranted (b*ut not requested*): Once this lodestar figure has been determined, the Court may take into account other "enhancement" factors to adjust the lodestar award. As the California Supreme Court has held, contingency fees should be higher than fees for the same legal services paid concurrently with the provision of the services. (*Ketchum III*, *supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel v. Equitable Life Assurance Soc'y of*

the U.S. (9th Cir. 2002) 307 F.3d 997, 1008.) "A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases." (*Ketchum,* 24 Cal.4th at p. 1133.) Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. (*Id.*) A risk enhancement is "earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather, it is intended to approximate market-level compensation for such services, which typically includes a premium for the risk of nonpayment or delay in payment of 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 **$59,350.00** in attorneys' lodestar fees. Accordingly, the fee request represents **a**

negative multiplier of roughly 0.79 ($46,662.00 in requested fees / $59,350.00 in lodestar fees).

65. I am informed and believe that the fee and costs provisions under the PAGA Settlement are reasonable. The fee percentage requested is less than that charged by my office for most employment cases. 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.

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

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

68. As of the drafting of this motion, my office has incurred $26,788.29 in expenses litigating this action. These expenses were reasonably necessary to the litigation and were actually incurred by my office. Plaintiff's Counsel is requesting only the maximum amount provided in the

PAGA Settlement ($25,000.00) (PAGA Settlement, ¶ 3.2.1.) Therefore, $25,000.00 should be reimbursed.

69. 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 formal and 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.

70. 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 $140,000.00 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 7, 2025, at Los Angeles, California.

_____
Kane Moon