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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DIANA MENDEZ ROSALES, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

DOWNEY RESTAURANT GROUP, INC. d/b/a GAUCHO GRILL, a California corporation; BUENA PARK RESTAURANT GROUP, INC. d/b/a GAUCHO GRILL, a California corporation; WEST COVINA RESTAURANT GROUP, INC. d/b/a GAUCHO GRILL, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 24STCV15350

REPRESENTATIVE ACTION

DECLARATION OF KANE MOON IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT

[Filed with Plaintiffs' Notice of Motion and Motion for Approval of PAGA Settlement, the Declaration of Plaintiff Recoba, the Declaration of Plaintiff Rosales, the Declaration of Plaintiff Morales, the Declaration of Jodey Lawrence, the Declaration of Michael H. Boyamian, the Declaration of Roman Otkupman, [Proposed] PAGA Approval Order, and [Proposed] Judgment]

PAGA APPROVAL HEARING:
Date: April 7, 2027
Time: 8:30 a.m.
Judge: Hon. Brock T. Hammond
Dept: 407
Reservation ID: 047130619924

Complaint filed: April 17, 2024
FAC filed: November 6, 2024
SAC filed: October 20, 2026

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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 Josue Levit Recoba ("Plaintiff Recoba"). Plaintiffs Diana Mendez Rosales ("Plaintiff Rosales"), Recoba, and Jordan Morales ("Plaintiff Morales") are collectively referred to herein as "Plaintiffs." My firm, Moon Law Group, PC, serves as PAGA Counsel together with Boyamian Law, Inc. and Otkupman Law Firm, A Law Corporation. I have personal knowledge of the facts set forth in this declaration and if called as a witness, I could and would testify competently to them under oath.

2. This declaration is submitted in support of Plaintiffs' Motion for Approval of PAGA Settlement. Plaintiffs seek approval of a PAGA Settlement Agreement (the "Settlement") entered into with Defendants Downey Restaurant Group, Inc., Buena Park Restaurant Group, Inc., West Covina Restaurant Group, Inc., Pasadena Restaurant Group, Inc., Beach Restaurant Group, Inc., and Gaucho Grill Management Company (collectively, "Defendants") (collectively, Plaintiffs and Defendants are the "Parties"). A true and correct copy of the fully executed Settlement is attached hereto as **Exhibit 1**. The Settlement also provides for individual settlements of Plaintiffs' individual claims in consideration for their general releases of those claims.

3. The proposed Settlement seeks to resolve all alleged claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, et seq. ("PAGA"), in the Actions identified below. Plaintiffs brought their PAGA claims on behalf of themselves and all current and former non-exempt, hourly employees who worked for Defendants in California at any time during the PAGA Period ("Aggrieved Employees"). (Settlement, ¶ 1.4.) For purposes of settlement, the "PAGA Period" is April 17, 2023, to May 31, 2026.[1] (*Id.* at ¶ 1.20.)

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[1] The PAGA Period is defined as April 17, 2023, through whichever date is earlier: (1) the date the Court approves the PAGA Settlement; or (2) May 31, 2026. (Settlement, ¶ 1.20.) May 31, 2026, is earlier than the date of settlement approval. Accordingly, the PAGA Period is April 17, 2023, to May 31, 2026.

CASE BACKGROUND AND PROCEDURAL HISTORY

4. Defendants operate Gaucho Grill restaurants in California. Plaintiffs worked for Defendants during the PAGA Period as non-exempt, hourly employees. Plaintiffs contend they and their coworkers were subjected to the same or similar unlawful labor practices during their employment by Defendants, including failure to pay all wages.

5. Plaintiffs' claims for unpaid wages stem from allegations of Defendants' failure to pay employees all minimum, overtime, and sick pay owed, including due to Defendants' failure to compensate employees for off-the-clock work, and Defendants' failure to incorporate all remuneration into the regular rate of pay. The alleged off-the-clock work included waiting to clock in, completing cleaning duties after clocking out, picking up supplies, and working during recorded meal periods. Plaintiffs' meal and rest period claims are based on allegations that due to the nature of their work and Defendants' employment practices, employees regularly experienced missed, untimely, shortened, or interrupted breaks, and that Defendants failed to pay all premiums owed for non-compliant breaks. Plaintiffs also allege that Defendants failed to reimburse employees for all reasonable and necessary business expenses incurred, including expenses incurred for work supplies and the use of employees' personal cellphones and vehicles for work purposes. Plaintiffs further allege they and other employees did not receive all wages owed at the time of termination nor accurate itemized wage statements due to Defendants' failure to pay all wages and premiums. Accordingly, Plaintiffs allege Defendants are liable for civil penalties under PAGA.

6. On April 17, 2024, Plaintiff Rosales commenced this Action by filing a PAGA Notice Letter. Following the exhaustion of the 65-day notice period, Plaintiff Rosales filed a PAGA complaint On June 18, 2024. On November 18, 2024, Plaintiff Rosales filed a First Amended Complaint adding Buena Park Restaurant Group, Inc. d/b/a Gaucho Grill and West Covina Restaurant Group, Inc. d/b/a Gaucho Grill as Defendants. On August 31, 2024, Plaintiff Recoba filed a PAGA Notice Letter to the L WDA. On September 9, 2024, Plaintiff Recoba filed a Class Action Complaint. On November 14, 2024, Plaintiff Recoba filed a First Amended Complaint in the Recoba Action to add civil penalties under PAGA. On March 17, 2025, Plaintiff Morales filed a PAGA Notice letter. On April 16, 2025, Plaintiff Morales filed a Class Action Complaint. On May 22, 2025, Plaintiff Morales filed a First Amended Complaint to add

a PAGA cause of action. On October 20, 2026, Plaintiff Rosales filed a Second Amended Complaint adding Plaintiffs Recoba and Morales to the instant action (the "Operative Complaint").

7. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice. A true and correct copy of Plaintiff Recoba's PAGA notice is attached hereto as **Exhibit 2**.

8. In compliance with Labor Code section 2699(s)(1), Plaintiffs subsequently submitted to the LWDA file-stamped copies of their respective complaints asserting PAGA claims and containing the Court-assigned case numbers. To date, the LWDA has not sought to intervene in the Actions.

9. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

DISCOVERY AND INVESTIGATION

10. The Parties agreed to mediate the representative PAGA claims asserted in the Actions. The Parties engaged in informal discovery exchange prior to mediation. Defendants provided information and documents, which enabled PAGA Counsel to meaningfully investigate Plaintiffs' allegations and assess the value of the PAGA claims. Specifically, Defendants produced documents regarding their written employment policies and practices, including their employee handbook, and randomized samples of employee time and payroll records. In advance of mediation, Defendants agreed to produce a randomized 20% sample of pay periods containing time and payroll records.

11. Prior to mediation, PAGA Counsel reviewed and analyzed all the information that Defendants produced, including the time/pay records and Defendants' written policies, in conjunction with information provided by Plaintiffs. PAGA Counsel retained an expert to analyze the time/pay records and prepare an exposure analysis prior to mediation. Plaintiffs' expert reviewed the timekeeping and payroll data for approximately 20% of all Aggrieved Employees, which allowed the expert to analyze the alleged violations and estimate Defendant's potential PAGA exposure. Further, PAGA Counsel investigated the applicable law regarding the claims and defenses asserted in the Actions. Accordingly, PAGA Counsel were able to evaluate the probability of success on the merits and Defendants' monetary

exposure. In sum, Plaintiffs and their Counsel's familiarity with the facts of the case and the legal issues involved allowed them to act intelligently in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

12. An initial mediation or early evaluation conference was held on August 20, 2025. Thereafter, on February 4, 2026, the Parties participated in a full day of private mediation facilitated by Michael Ludwig, Esq. The negotiations were at arm's length and although conducted in a professional manner, were adversarial. Both sides went into the mediation willing to explore the potential for a settlement of the dispute, but they were also prepared to litigate their position through trial and appeal if a settlement had not been reached. Following a full discussion of the strengths and weaknesses of the claims and defenses, the Parties ultimately reached a resolution, the material terms of which are encompassed within the Settlement at issue.

13. In reaching a resolution, the Parties recognized that the issues presented in the Actions 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. Plaintiffs and their Counsel also considered the risk and uncertainty of the outcome inherent in any litigation when determining whether this Settlement was the correct option. In sum, Plaintiffs and their Counsel believe the proposed Settlement is in the best interests of Aggrieved Employees and the LWDA.

14. In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the proposed Settlement have been submitted to the LWDA along with a copy of Plaintiffs' motion and the hearing date. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**. To date, the LWDA has not indicated any objection to the Settlement.

KEY TERMS OF SETTLEMENT

15. Gross Settlement Amount, Funding, Disbursement, and Uncashed Checks. The Gross Settlement Amount ("GSA") is a non-reversionary $360,000.00, subject to entry of the Court's Approval Order. (Settlement, ¶¶ 1.11, 3.1.) Defendants shall fully fund the GSA by transmitting the funds to the settlement administrator no later than fourteen (14) days after the Effective Date, which is the date on which the Judgment becomes final. (*Id*. at ¶¶ 1.10, 4.3.) Individual PAGA Payment checks will be mailed

within fourteen (14) days after Defendants fund the GSA. (Id. at ¶ 4.4.) Each check will state a void date no less than 180 days after mailing. Any funds represented by checks remaining uncashed and cancelled after the void date will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. (*Id*. at ¶¶ 4.4.1, 4.4.3.)

16. Aggrieved Employees and PAGA Pay Periods. Based on Defendants' review of their records, the Settlement estimates that approximately 850 Aggrieved Employees worked a total of 15,291 PAGA Pay Periods. (*Id*. at ¶ 4.1.) A PAGA Pay Period means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period. (*Id*. at ¶ 1.19)

17. Individual Settlements. The Settlement includes up to $30,000.00 allocated evenly to settle Plaintiffs' individual claims, resulting in individual settlement payments of $10,000.00 each to Plaintiff Rosales, Plaintiff Recoba, and Plaintiff Morales, payable from the GSA. (*Id*. at ¶ 3.2.4.) These payments are consideration for Plaintiffs' settlement and general release of their individual claims, subject to the scope and exclusions specified in the Settlement, including their waivers under Civil Code section 1542. (*Id*. at ¶¶ 5.1–5.1.1.)

18. Attorneys' Fees and Costs. The Settlement includes attorneys' fees in an amount not to exceed 35% of the GSA (i.e., $126,000.00), plus reimbursement for out-of-pocket litigation costs not to exceed $50,000.00, payable to PAGA Counsel from the GSA. (*Id*. at ¶ 3.2.1.) In the event the amount of fees and costs approved by the Court is less than the amounts requested, the difference will be allocated to the Net Settlement Amount. (*Id*.) To this date, Moon Law Group, PC has incurred $3,688.87 in litigation costs. A true and correct copy of a report showing these costs is attached hereto as **Exhibit 4**. Pursuant to the Joint Prosecution and Fee-Sharing Agreement, any attorneys' fee award will be divided 65% to Boyamian Law, Inc., 25% to Moon Law Group, PC, and 10% to Otkupman Law Firm, ALC. Each firm will be reimbursed for its own litigation costs as awarded by the Court.

19. Administration Costs. The Settlement provides an Administration Expenses Payment to the settlement administrator, payable from the GSA, in an amount not to exceed $5,950.00, except upon a showing of good cause and approval by the Court, for its fees and expenses in administering this Settlement. (Settlement, ¶ 3.2.2.) In the event actual administration expenses are less and/or the amount approved by the Court is less than $5,950.00, the difference will be retained in the Net Settlement

Amount. (Id.) The Parties jointly selected Phoenix Class Action Administration Solutions ("Phoenix") as the neutral entity to administer this Settlement. (*Id*. at ¶¶ 1.2, 7.1; Declaration of Jodey Lawrence, ¶ 16, Ex. B.) A true and correct copy of Phoenix's bid for $5,950.00 is attached hereto as **Exhibit 5**.

20. Net Settlement Amount and PAGA Penalties. After deducting the Individual Settlements, PAGA Counsel Fees and Litigation Expenses Payments, Administration Expenses Payment, and LWDA PAGA Payment from the GSA, in the amounts specifically approved by the Court, the remaining Net Settlement Amount will be distributed to Aggrieved Employees as Individual PAGA Payments. (*Id*. at ¶¶ 1.16, 3.2.1–3.2.4.) The estimated PAGA Penalties are **$168,042.78**, allocated 75% ($126,032.09) to the LWDA and 25% ($42,010.70) to Aggrieved Employees.[2] (*Id*. at ¶¶ 1.23, 3.2.3.) Accordingly, the Net Settlement Amount available for Individual PAGA Payments is estimated to be **$42,010.70**.[3] Any reductions in the requested attorneys' fees, litigation expenses, or administration expenses will be allocated to the Net Settlement Amount as provided in the Settlement. (*Id*. at ¶¶ 3.2.1–3.2.2.)

21. Individual PAGA Payments. Each Aggrieved Employee will be entitled to his or her pro rata amount from the 25% employee share of PAGA Penalties that is directly proportional to the number of PAGA Pay Periods worked during the PAGA Period, without having to submit any claim form. (*Id*. at ¶¶ 3.1, 3.2.3.1.) This results in an estimated average Individual PAGA Payment of **$49.42** for each of the estimated 850 Aggrieved Employees ($42,010.70 / 850), and an estimated PAGA Pay Period value of **$2.75** for each of the 15,291 estimated PAGA Pay Periods ($42,010.70 / 15,291). Individual PAGA Payments represent civil penalties and will be reported on IRS 1099 Forms. (*Id*. at ¶¶ 1.23, 3.2.3–3.2.3.2.)

22. Releases of Claims. Upon full funding of the GSA, the releases specified in paragraph 5 of the Settlement will become effective. (*Id*. at ¶ 5.) Plaintiffs separately provide the general releases of their individual claims and Civil Code section 1542 waivers specified in paragraphs 5.1 and 5.1.1, subject

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[2] The estimated PAGA Penalties ($168,042.78) is greater than the estimate in the PAGA Settlement ($148,050.00) because Plaintiffs' Counsel are requesting less than the maximum amount for litigation costs. The estimate in the Settlement accounts for the maximum $50,000 litigation costs, whereas the estimate in Plaintiffs' motion reflects actual litigation costs.

[3] The estimated Net Settlement Amount is calculated by deducting the following amounts from the GSA ($360,000.00): $30,000.00 for the Individual Settlements, $126,000.00 for the PAGA Counsel Fees Payment, $30,007.22 for the PAGA Counsel Litigation Expenses Payment, $5,950.00 for the Administration Expenses Payment, and $126,141.15 for the LWDA PAGA Payment. (Settlement, ¶¶ 1.16, 3.2.1–3.2.4.)

to the scope and exclusions stated therein. The release by Aggrieved Employees provides: "All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, 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 facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice." (*Id*. at ¶ 5.2.) The "Released Parties" are "Downey Restaurant Group, Inc., Buena Park Restaurant Group, Inc., West Covina Restaurant Group, Inc., Pasadena Restaurant Group, Inc., Beach Restaurant Group, Inc., and Gaucho Grill Management Company and each of its former and present directors, officers, shareholders owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates." (*Id*. at ¶ 1.26.)

23. No Related Cases. To the best of my knowledge, there is no other pending litigation involving similar claims against Defendant that may be impacted by approval of the Settlement at issue. I have come to this conclusion after a reasonable inquiry and review of the LWDA's PAGA Case Search website, this Court's case search website, and other information reasonably available online.

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

24. There can be no doubt that this Settlement is the result of vigorous, adversarial, non-collusive, and arm's-length negotiations between the Parties. Based on PAGA Counsel's analysis of the arguments and information provided by Defendants, on an expert analysis of the time and pay records, and on information from Plaintiffs, PAGA Counsel evaluated Defendants' maximum and risk-adjusted potential exposure in preparation for mediation. Although the expert's analysis identified potential meal period and regular rate violations, establishing the extent of the off-the-clock work, rest period, and expense reimbursement claims, and derivative penalties for those claims, would require additional testimonial and other evidence beyond the time and pay records. In other words, Plaintiffs' analysis revealed that the potential recovery depended not only on identifiable violations in the records, but also on proving the assumptions underlying the exposure estimates.

25. The time and pay records, standing alone, do not establish whether employees received all required, uninterrupted, and duty-free rest periods. Additionally, the records do not independently establish the amount of time employees spent performing work off the clock. Rather, proof of these

claims would need to be supported by declarations or testimony from Aggrieved Employees regarding missed rest periods and off-the-clock work, considered together with Defendants' written policies and other evidence. The records themselves cannot fully demonstrate what breaks were missed, when, and why, or the time, if any, Aggrieved Employees spent working off the clock.

26. Indeed, the maximum exposure figures calculated for mediation were based, in part, on assumed violation rates and amounts of uncompensated work that would need to be established at trial. For example, the expert's analysis assumed ten minutes of off-the-clock work per shift and a rest period violation for every shift lasting at least 3.5 hours. These assumptions were used to estimate potential exposure and did not constitute findings that those violations occurred on every applicable shift. Establishing the extent of the alleged violations would require additional employee testimony and other supporting evidence. Obtaining such evidence could reveal differences in employees' job duties, schedules, restaurant locations, and actual experiences concerning breaks and uncompensated work. The individualized nature of those experiences and the number of employees affected present significant risks concerning proof on the merits and the extent of any recovery.

27. Even as to the regular rate and meal period claims, our analysis identified factors that could reduce Defendants' exposure. The timekeeping analysis identified potential meal period violations in 44.7% of the analyzed pay periods, or 43.5% after offsetting identified meal premium payments. The payroll records reflected 98 meal premium payments, and the expert also analyzed alternative exposure assumptions concerning meal waivers. Although Plaintiffs dispute the extent to which meal waivers and premium payments limit liability, those issues could affect the ultimate recovery. As to the regular rate issue, Plaintiffs' expert identified approximately 0.3% pay periods as involving overtime and additional compensation or weighted-average regular rate issues, and only approximately 0.04% of pay periods as involving sick pay and such issues. Accordingly, the regular rate analysis identified relatively limited estimated underpayments to Aggrieved Employees.

28. The likelihood that Defendants could assert viable legal defenses would likely further reduce their overall potential exposure. For example, disputes concerning the applicability of meal waivers, credits for meal premium payments, and the extent of uncompensated work would require factual and legal determinations. The individualized and testimony-intensive nature of certain claims could limit the

violations and affected pay periods that Plaintiffs are ultimately able to establish, thereby reducing Defendants' overall liability. Accordingly, the maximum exposure figures calculated for mediation do not represent a guaranteed recovery.

29. Further, a claim-by-claim penalty calculation is overly optimistic as it presumes Plaintiffs would be able to stack the penalties, although penalty stacking is not expressly permitted by PAGA. Rather, without either (i) a prior finding by the LWDA or a court within the past five years that the employer violated PAGA or (ii) evidence that the employer's conduct was malicious, fraudulent, or oppressive, PAGA only provides for a maximum $100.00 penalty for each pay period. (Lab. Code § 2699(f)(2)(A)–(B).) Moreover, PAGA Counsel believe it would be unrealistic to expect the Court to award the full (penalty-stacked) exposure given the discretionary nature of awarding penalties and given Defendants' defenses, including that any failure to pay premiums, regular rate wages, or for off-the-clock work was not knowingly or willfully done, and additionally, to the extent employees received wage statements that were allegedly inaccurate, employees suffered no actual resulting damage or harm. Moreover, awarding the full penalties amount would likely raise Due Process concerns.

30. For the foregoing reasons, the *realistic* exposure is thus far below the *optimistic* claim by claim estimate.

31. Based on the foregoing, PAGA Counsel believe it is more reasonable to assess penalties on a $100.00 civil penalty per pay period basis pursuant to Labor Code § 2699(f)(2)(A) for each of the estimated 15,291 pay periods at issue, as opposed to a claim-by-claim approach. Accordingly, PAGA Counsel estimate Defendants' maximum PAGA exposure to be **$1,529,100.00** ($100.00 x 15,291). However, based on the discovery, Defendants' arguments at mediations and continued settlement discussions, an understanding that the claims are heavily dependent on the unlikely participation by Aggrieved Employees and their varying employment experience, and other important considerations discussed above, it is reasonable to assume a violation occurred in at most one-fourth of all pay periods, which results in a realistic (*risk-adjusted*) exposure of **$382,275.00** ($1,529,100.00 / 4). As a result, the Gross Settlement Amount represents approximately **94%** of the realistic exposure ($360,000.00 / $382,275.00).

32. The proposed Settlement therefore represents a substantial recovery when compared to the

reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the GSA of $360,000.00 is within the "ballpark" of reasonableness, and that settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic range of outcomes of the litigation"].)

33. The $360,000.00 GSA amounts to "genuine and meaningful" relief. This is an excellent result, particularly because, under the Settlement, Aggrieved Employees and the LWDA will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything at all.

34. The Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation, Defendants have had to hire legal counsel, engage in employee-wide discovery, and participate in mediation. Assuming approval is granted, Defendants will also have to pay civil penalties pursuant to PAGA. Not including its own attorneys' fees and costs, Defendant will pay $360,000.00 to resolve this matter—of which $168,042.78 is allocated toward PAGA Penalties and will be distributed as 75% to the LWDA and 25% to Aggrieved Employees, in compliance with PAGA law governing the claims in this Action. (*See* Settlement, ¶¶ 3.2.3-3.2.3.2.) This amount represents about **44%** of the realistic exposure for the claims ($168,042.78 / $382,275.00), as discussed above.

35. PAGA Counsel have conducted a thorough investigation into the facts of the allegations. Based on discovery and on their own independent investigation and evaluation, PAGA Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering 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, PAGA Counsel respectfully submit that the Settlement is in the best interests of the Aggrieved Employees and the State of California.

36. Although PAGA Counsel believe there is merit to Plaintiffs' allegations, they also

acknowledge a legitimate controversy exists as to each allegation. PAGA Counsel also recognize that proving the amounts of penalties owed to each Aggrieved Employee would be an expensive, time-consuming, and uncertain proposition.

37. Moreover, PAGA Counsel are also of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding PAGA penalties even if Plaintiffs prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. 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.

38. While PAGA Counsel believe there would be no persuasive grounds to reduce penalties, they recognize that the Court could determine otherwise and significantly reduce any award of 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 Defendants faced, as discussed above.

39. PAGA 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 Plaintiffs prevailed at trial, the penalties would be limited due to the largely discretionary nature of awarding PAGA penalties. The provisions of the Labor Code triggering PAGA penalties in this case include Labor Code sections 203, 210, 226, 1197.1, and 2802. However, PAGA penalties are not mandatory, but rather, permissive. (Lab. Code § 2699(e)(2).) Accordingly, it is entirely possible that even if Plaintiffs would be successful at trial, assuming she is first able to win on the merits regarding her individual claims at arbitration and then defeat the manageability issues presented at litigation by the large number of Aggrieved Employees in this action, Plaintiffs may still be awarded substantially less than what was obtained through the Settlement.

40. The Settlement avoids the significant risks, burdens, and the accompanying expense of further litigation. Though the Parties have engaged in a significant amount of investigation, informal discovery, and employee data analysis, they have not completed formal discovery procedures. Moreover, Plaintiffs would have to proceed with arbitration of their individual claims and win on the merits before

proceeding with litigation of the representative PAGA claims. Preparation for trial and the prospect of appeals in the wake of any summary judgment ruling would remain for the Parties. As a result, the Parties would incur considerably more attorneys' fees and costs through trial, a lengthy and uncertain process that could result in recovering less than was settled for.

MY EXPERIENCE AND QUALIFICATIONS

41. 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 2025.

42. 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.

43. 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.

44. My current billing rate is $950.00 per hour, which is my usual hourly rate for wage and hour litigations. A $950 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 Oct. 30, 2026].) 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 6**. 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 pp. 921–22.) Using the same method here and based on firm's location in Los Angeles, California, the current locality pay differential of the Los Angeles-Long Beach area is 36.47% and of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 17+ years of experience, my Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). (*See* Ex6. 6.) Accordingly, my current billing rate of $950 per hour is reasonable.

45. I am experienced in prosecuting and defending employment matters, particularly class actions and PAGA representative 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 California counties, 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 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

46. 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.

47. 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.

48. 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 11+ years of experience out of law school, his Laffey Matrix rate is $1,019 per hour. (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of $900.00 per hour is reasonable.

49. 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 granted in part.

(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.

50. 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).

CHANCELLOR NOBLES'S EXPERIENCE AND QUALIFICATIONS

51. Chancellor Nobles is a Senior Associate Attorney at my office. Chancellor earned his undergraduate degree from the University of California, Santa Barbara in Political Science, and his Juris Doctor from Loyola Law School. Chancellor was admitted to practice law in January 2020 and is presently admitted to practice in all courts of California and before all federal district courts in California. The focus of Chancellor's practice is wage-and-hour class action law, including matters filed under PAGA. Chancellor has worked on numerous class and representative actions that have been granted final approval, including: *Raub v. Synergy One Lending, Inc.*, San Diego County Superior Court, Case No. 37-2019-00030713-CU-OE-CTL; *Wicker v. ASC Profiles LLC*, Sacramento County Superior Court, Case No. 34-2019-00270803-CU-OE-GDS; *Hernandez v. Saint-Gobain Performance Plastics Corporation*, Orange County Superior Court, Case 30-2020-01142388-CU-OE-CXC; *DelCorso v. Westland Technologies, Inc.*, Stanislaus County Superior Court, Case No. CV-20-002807; *Jefferson v. McCormack Baron Management*, San Francisco County Superior Court, Case No. CGC-20-588162; *Smith v. KS Industries, L.P.*, Kern County Superior Court, Case No. BCV-21-101300; *Rodriguez v. Means Engineering, Inc. et al.*, San Diego County Superior Court, Case No. 37-2020-00024397-CU-OE-CTL; *Diaz v. Roxbury Surgery Center, LLC, et al.*, Los Angeles County Superior Court, Case No. 20STCV46531; *Coleman v. H&E Services, Inc.*, Alameda County Superior Court, Case No. RG20069157; *Skinner v. MoreFlavor, Inc*., Alameda County Superior Court, Case No. RG20084231; *Lozano v. Peterson Brothers Construction, Inc.*, Merced County Superior Court, Case No. 22CV-00103; *Jimenez v. Makita U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 20STCV21732; *Gaston v. Onrad, Inc.*, Riverside County Superior Court, Case No. RIC2004221; *Avalos v. Indio Products, Inc.*, Los Angeles County Superior Court, Case No. 20STCV40470; *Salas v. Golden Specialty Foods, LLC*, Merced County Superior Court, Case No. 22CV-00393; and *Childs, et al., v. Dal Chem, Inc. d/b/a Alexis Oil Company*, Riverside County Superior Court, Case No. CVRI2100684. Chancellor is also currently

handling active class action and representative PAGA matters pending in various courts in California, including *Telleria v. Michael Kors (USA), Inc. et al*., Los Angeles County Superior Court, Case No. 25STCV20941; *Ward v. Connect With Physicians, LLC*, San Diego County Superior Court, Case No. 24CU025981C; *Barahona v. Five Star Gourmet Foods, Inc. et al.,* San Bernardino County Superior Court, Case No. CIVSB2429126; *Franks v. Park Management Corp.*, Solano County Superior Court, Case No. CU25-06540; *Minor v. Sacramento Behavioral Healthcare Hospital, LLC*, Sacramento County Superior Court, Case No. 25CV018002; *Gonzalez v. Clovis Lakes Associates, LLC*, Fresno County Superior Court, Case No. 25CECG03664; *Salas v. Modesto MMP VI, Inc. et al.*, Stanislaus County Superior Court, Case No. CV-25-008224; *Sanchez v. MP Restaurants, Inc.*, El Dorado County Superior Court, Case No. 25CV1839; and *Avalos v. Sonoma Valley Hospital Foundation dba Sonoma Valley Hospital, Sonoma County Superior Court*, Case No. 25CV06578.

52. Mr. Nobles' current billing rate is $775.00 per hour. Based on Mr. Nobles' 6 years of experience, his Laffey Matrix rate with a 2.53% adjustment is $640.81 ($625.000 x (2.53% x $625.00)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Nobles' billing rate of $775.00 per hour is reasonable

PAGA COUNSEL'S EXPERIENCE AND QUALIFICATIONS

53. As demonstrated by the foregoing, my office is qualified to handle this litigation because we are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval. Including myself, Moon Law Group, PC is currently comprised of roughly 35 attorneys, all of whom are actively and continuously practicing employment litigation, representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a high level of skill, knowledge, and experience in areas of wage-and-hour class and PAGA actions, and labor and employment law generally, the substantive (state and federal) and procedural law of which is frequently evolving.

54. Moon Law Group, PC has been engaged in the practice of employment and labor law for over a decade and presently focuses exclusively on plaintiffs' employment law. The firm and its lawyers have tried both bench and jury trials (representing both plaintiffs and defendants) in employment-related matters. As noted above, my firm 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.

55. 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 we concluded that this litigation could not have been settled on better terms than provided under the proposed Settlement.

56. I do not believe that I or any other attorneys of my firm have any conflicts of interest with the named Plaintiffs, Aggrieved Employees, or the proposed Administrator. I am not related to Plaintiffs. 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

57. In line with the Settlement, PAGA Counsel request an award of attorneys' fees in an amount of thirty-five percent (35%) of the GSA (i.e., $126,000.00), plus reimbursement of actual Court-approved litigation costs not to exceed $50,000.00. (*See* Settlement, ¶ 3.2.1.) Pursuant to the Joint Prosecution Agreement, the attorneys' fees awarded by the Court will be allocated as follows: 65% to Boyamian Law, Inc.; 25% to Moon Law Group, PC; and 10% to Otkupman Law Firm, A Law Corporation. Each firm will separately receive reimbursement of its actual litigation costs approved by the Court.

58. The requested PAGA Counsel Fees Payment can be justified under either the common fund or lodestar method. However, we base the requested award on the common fund method. Nonetheless, the lodestar method can be used to cross-check the reasonableness of the award calculated under the common fund method.

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

Attorney	Rate	Hours	Lodestar
Kane Moon	$950.00	17.3	$16,435.00
Allen Feghali	$900.00	12.5	$11,250.00
Chancellor Nobles	$775.00	38.2	$29,605.00
	Total:	**68**	**$57,290.00**

60. 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 Settlement and requested awards, oversee the settlement administration process and distribution of funds, respond to inquiries, and communicate with Plaintiff Recoba 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. At my $950.00 hourly rate, these additional 10 hours results in a lodestar of **$9,500.00**.

61. "California case law permits fee awards in the absence of detailed time sheets." (*Wershba v. Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 255.) 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.) We can provide complete, detailed billing records in the event the Court requests them but would request the opportunity to redact attorney-client privileged information and any other privileged information. As discussed below, application of a positive multiplier is warranted—***but not requested***—in this case.

62. 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.)

(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 **68 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. The hourly rates of each attorney are also reasonable as compared to their respective Laffey Matrix rates as explained *supra*. Moreover, these rates are not opposed or challenged, and have been approved by other courts, as explained *supra*.

(c) Application of a Multiplier is Warranted (But 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*, *supra*, 91 Cal.App.4th at p. 255; *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. My office's incurred lodestar is **$57,290.00**. Moon Law Group, PC's fee request of $31,500 (25% of the total fee request of $126,000) represents a **0.55** multiplier of the lodestar, meaning the fee request is *less than* Moon Law Group, PC's lodestar fees.

1) *Risks presented by the contingent nature of the case*: The major consideration in determining the necessity of a multiplier is the contingent nature of the award. (*Ketchum III*, *supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel*, *supra*, 307 F.3d at p. 1008.) In determining what multiplier to award, the probability of success must be assessed *ex ante*, that is, as viewed from the outset of the case. (*See, e.g.*, *Harman v. Lyphomed, Inc.* (7th Cir. 1991) 945 F.2d 969, 976.) Further, the possibility of no recovery is only one of the uncertainties involved in taking on such a case. Other uncertainties are the amount that will be recovered, uncertainty as to the cost, both in effort and expenses, and uncertainty about how much time will pass before the recovery is obtained. (*See, e.g.*, *Ketchum*, 24 Ca1.4th at pp. 1132–1133, 1138.) My office's outlay of time and money in this case has been significant. In all, my office has spent *no less than* **68** hours to date investigating, analyzing, researching, litigating, and negotiating a favorable resolution of this case, in addition to *a minimum of* **10** hours that will be spent following final settlement approval, including to monitor settlement administration and distribution of funds, and has incurred $3,688.87 in necessary litigation costs. Unsettled legal issues also presented risks to the claims in this case. My office bore the substantial risk of an uncertain outcome in agreeing to prosecute this PAGA action on a contingency fee basis, as well as the difficulties and delay inherent in such litigation. There was the prospect of the enormous cost inherent in PAGA representative action litigation, as well as extensive negotiations with a corporate Defendant who vigorously opposed Plaintiffs' claims and right to pursue her individual or class action claims in state court. My office risked significant time and expense to ensure a successful settlement. As detailed *supra*, the risks presented in this case were significant, and Defendant's defenses posed serious

risks to the success of this PAGA matter on the merits, assuming we were first successful at proving the merits of Plaintiffs' individual claims at arbitration. These risks illustrate the recognition by the California Supreme Court in *Ketchum III* that, if multipliers are not awarded to PAGA counsel in the cases that are successfully settled, counsel's fees are essentially being cut because the lodestar in and of itself would not account for contingent risk.

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

3) *Vigorous opposition by Defendant*: Counsel who skillfully overcome difficult issues or uncompromising opposition in the litigation are entitled to a fee enhancement. (*Serrano III*, *supra*, 20 Cal.3d at 49.) Here, before eventually agreeing to a settlement, Defendant asserted a vigorous defense and challenged Plaintiffs' ability to litigate their individual and class action claims. Defendants contested liability, and the Parties participated in the mediation proceedings described above before reaching the Settlement. Continued litigation would require additional factual development and resolution of the disputed claims and defenses, with associated expense, delay, and potential appellate proceedings.

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

5) *The result obtained would justify an enhancement*: The results obtained in litigation can properly be used to enhance a lodestar calculation where an exceptional effort produced excellent results. (*Graham*, *supra*, 34 Cal.4th at p. 582.) Here, the final maximum settlement figure is **$360,000.00**, which represents about **94%** of the total realistic recovery. Considered against the size of the Aggrieved Employees, the risks posed by continued litigation, and the importance of the employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the Aggrieved Employees and LWDA.

6) *The use of a multiplier is permitted in PAGA actions*: PAGA provides that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs." (Lab. Code § 2699(k)(1).) Although, PAGA does not provide a specific standard for evaluating attorneys' fees in connection with a settlement of PAGA claims, California Courts have employed a lodestar analysis and use of multipliers for this purpose. "Where a settlement produces a common fund for the benefit of the entire class, courts have discretion to employ either the lodestar method or the percentage-of-recovery method. . . . To guard against an unreasonable result, the Ninth Circuit encourages district courts to "cross-check[] their calculations against a second method. . . . Accordingly, the Court calculates attorneys' fees in the instant case using the percentage-of-recovery method and then cross-checks its calculations against the lodestar method." (*Hermosillo v. Davey Tree Surgery Co.* (N.D. Cal. July 7, 2021) No. 18-CV-00393-LHK, 2021 WL 2826697, at *1 [quoting *In re Bluetooth Headset Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942, 944–45].)

63. I am informed and believe that the fees and costs provision under the Settlement is reasonable. 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.

64. 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.

65. Because most individuals cannot afford to pay for legal representation on an hourly basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency fee basis, including Plaintiff Recoba in this action. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or our clients' cases are successfully settled. 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.

66. My office invested significant time and resources into this case, with payment deferred to the end of the case and contingent on the outcome. My office's efforts, in coordination with co-counsel where applicable, have included, and will include following an approval order, without limitation, the following:

a. Interviews with Plaintiff Recoba and review of documents provided by him;

b. Legal research and investigation regarding Defendants' practices at numerous points in the litigation;

c. Preparation and submission of Plaintiff Recoba's PAGA Notice;

d. Preparation, finalization, and filing of Plaintiff Recoba's original complaint and First Amended Complaint, and coordination with co-counsel regarding the pleadings necessary to resolve the related Actions;

e. Communications with defense counsel and preparation of filings concerning arbitration of Plaintiff Recoba's individual claims;

f. Informal discovery activity;

g. Communications with defense counsel and co-counsel regarding mediation and production of relevant documents and information through informal discovery;

h. Review and analysis of Defendants' informal discovery production and evaluation of potential exposure with the assistance of an expert analysis of the time and payroll records;

i. Investigation of the factual allegations supporting Plaintiff Recoba's claims;

j. Research and preparation for mediation, including coordination with co-counsel regarding the mediation brief;

k. Participation in the settlement negotiations, including the mediation proceedings;

l. Negotiation and review of the Settlement;

m. Preparation and submission of the instant motion for settlement approval and accompanying filings;

n. Anticipated preparation for and attendance at the hearing on the motion for approval, monitoring approval of the Settlement and requested awards, and overseeing the administration process and distribution of funds; and

o. Communications with Plaintiff Recoba and co-counsel throughout the case.

67. As of the drafting of this motion, my office has incurred **$3,688.87** in expenses litigating this action without any reimbursement. These expenses were reasonably necessary to the litigation and were actually incurred by my office. These to-date expenses are summarized as follows:

(a) "LWDA Fee": a one-time cost for submitting Plaintiff Recoba's PAGA Notice to the LWDA;

(b) "Journal - Complaint": charges associated with filing Plaintiff Recoba's original complaint;

(c) "JAMS Mediation - Initial filing Fee": an initial filing charge recorded under this description in my office's cost ledger; and

(d) "ACE," "Case Anywhere," "One Legal," "LASC," and "Journal": costs for service of process, delivery of courtesy copies, case management services, purchasing court documents, and filing and serving various documents during this action.

68. We anticipate incurring additional costs up to and after Settlement approval, including filing costs for the approval motion and any notice of entry of the approval order and judgment. The final reimbursement requested for my office is $3,688.87. (Ex. 4.) To the extent the actual combined costs or the costs approved by the Court are less than the amount allocated under the Settlement, the difference will be allocated to the Net Settlement Amount. (Settlement, ¶ 3.2.1.) I respectfully submit that our reimbursement request is fair and reasonable.

69. Through the efforts of my office, co-counsel, and Plaintiffs in these Actions, a fair and reasonable resolution has been reached that includes a non-reversionary payment by Defendants of **$360,000.00**, subject to Court approval. This amount will fund the PAGA settlement, Plaintiffs' individual settlements in consideration for their general releases of individual claims, and the fees and expenses approved by the Court. I am informed and believe that, without the efforts of Plaintiffs and their Counsel, the alleged Labor Code and Wage Order violations would have remained unremedied.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 9, 2026, at Los Angeles, California.

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Kane Moon