

Kane Moon (SBN 249834)
H. Scott Leviant (SBN 200834)
Jaeyoung Lee (SBN 344198)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: hsleviant@moonlawgroup.com
E-mail: jlee@moonlawgroup.com

Attorneys for Plaintiff
JUAN RODRIGUEZ ALVAREZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JUAN RODRIGUEZ ALVAREZ, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

LATITUDE 36 FOODS, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CVRI2404432

REPRESENTATIVE ACTION

**DECLARATION OF KANE MOON IN
SUPPORT OF MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT**

[Filed concurrently with Plaintiff's Notice of
Motion and Motion for Approval of PAGA
Settlement, the Declaration of Plaintiff Juan
Rodriguez Alvarez, the Declaration of Chris
Longley, [Proposed] Order, and [Proposed]
Judgment]

PAGA APPROVAL HEARING

Date: October 12, 2026
Time: 8:30 a.m.
Dept: 1
Judge: Hon. Harold W. Hopp

Reservation ID: 027126275734

Action filed: August 5, 2024
FAC filed: December 17, 2024
Trial date: Not set

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1 grants approval, for Covered Employees who, based on Defendants’ records, were employed by Fairway
2 Staffing Services, Inc. and were assigned to work at Latitude 36 (“PAGA Period B”), except as modified
3 pursuant to the escalator clause.¹

4 CASE BACKGROUND AND PROCEDURAL HISTORY

5 5. Latitude 36 is a producer of various packaged foods and operates a packaging factory in
6 Corona, California, and Fairway is a staffing agency. Plaintiff worked for Latitude 36 as a line worker
7 from approximately 2018 until February 2024. Throughout his employment, Plaintiff was classified as
8 non-exempt and paid on an hourly basis. Plaintiff contends that he, and other Covered Employees, were
9 subjected to the same or similar unlawful labor practices during their employment with Latitude 36 or
10 while placed to work at Latitude 36 by Fairway.

11 6. Plaintiff’s claims for unpaid wages stems from allegations of Defendants’ failure to pay
12 employees for all hours worked, including overtime and premium pay, as a result of Defendants’ failure
13 to compensate employees for off-the-clock. Plaintiff’s meal and rest period claims are based on
14 allegations that due to the nature of his work and Defendants’ employment practices, Covered Employees
15 regularly experienced missed, untimely, or interrupted breaks, and that Defendants failed to provide any
16 premiums for non-compliant rest breaks or all premiums for non-compliant meals. Plaintiff also alleges
17 that Defendants failed to reimburse employees for all reasonable and necessary business expenses
18 incurred, including expenses incurred for the use of employees’ personal cellphone for work purposes.
19 Plaintiff further alleges he and other employees did not receive all wages owed at the time of termination
20 nor accurate itemized wage statements due to Defendants’ failure to pay all wages and premiums.
21 Accordingly, Plaintiff alleges Defendants are liable for civil penalties under PAGA.

22 7. Because of the foregoing alleged violations of the Labor Code, Plaintiff filed a Class Action
23 Complaint on August 5, 2024, alleging Defendant Latitude 36 systematically: (1) failed to pay minimum
24

25 ¹ Pursuant to Settlement ¶ 8, if the total number of aggregate weekly pay periods exceeds 78,327 during
26 the PAGA Periods, Defendant shall have the sole and unilateral option to elect, in writing and prior to the
27 hearing of the Settlement approval, either to: (1) increase the Gross Settlement Amount on a pro rata basis
28 in proportion to the increase in aggregate weekly pay periods above 78,327 (e.g., if the total number of
workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (2) shorten the PAGA
Periods such that the total number of aggregate weekly pay periods does not exceed 78,327. (Settlement,
¶ 8.)

1 wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize
2 and permit rest breaks, (5) failure to indemnify necessary business expenses, (6) failed to timely pay final
3 wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair
4 business practices. On December 17, 2024, Plaintiff filed a First Amended Complaint alleging causes of
5 action against Defendant Latitude 36 for civil penalties. On February 4, 2025, Plaintiff dismissed the
6 class claims without prejudice. For purposes of Settlement, the Parties jointly stipulated to the filing of a
7 Second Amended Complaint (the “Operative Complaint”) to add Fairway.

8 8. Pursuant to PAGA, Plaintiff timely submitted a notice of the alleged Labor Code violations
9 to the California Labor and Workforce Development Agency (the “LWDA”), with certified mail service
10 on Latitude 36, and paid the required filing fee. For purposes of Settlement, Plaintiff submitted an
11 additional amended PAGA notice with the LWDA to add Fairway as a purported joint employer. A true
12 and correct copy of Plaintiff’s amended PAGA notice is attached hereto as **Exhibit 3**.

13 9. Pursuant to Labor Code section 2699(s)(1), Plaintiff subsequently submitted to the LWDA
14 a file-stamped copy of the complaints containing the Court-assigned case number. To date, the LWDA
15 has not sought to intervene in this action.

16 10. Defendants ardently oppose the merits of this case and denies Plaintiff’s factual allegations.
17 Defendants argue that all employees were properly paid for all hours worked and that employees are not
18 permitted to work off-the-clock, and that its round policy was neutral on its face and in compliance with
19 California law. As for the regular rate claim, Defendants argue there was no issue with paying employees
20 the proper regular rate of pay because any additional remuneration was discretionary and thus, not
21 required to be incorporated into the regular rate of pay. Defendants maintain all employees were provided
22 with the opportunity to take code-compliant meal and rest breaks and that missed breaks, if any, were
23 solely the result of employees’ voluntary choice. To the extent employees received wage statements that
24 were allegedly inaccurate, Defendants argue penalties are not warranted because employees suffered no
25 actual damage or harm as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No.
26 C 12–05860 CRB, 2013 WL 622032, at *10 [“A plaintiff must adequately plead an injury arising from
27 an employer’s failure to provide full and accurate wage statements, and the omission of the required
28 information alone is not sufficient.”].) Additionally, Defendants allege their good-faith belief that it paid

1 all wages precludes the imposition of waiting time penalties because Plaintiff would be unable to show
2 Defendants' alleged conduct was done willfully or knowingly. (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D.
3 Cal. June 14, 2012) No. ED CV 11-298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons,
4 Defendants claim they did not engage in any unfair business practices and denies liability under PAGA.
5 Defendants also maintains the claims are not susceptible to proof on a representative basis because of the
6 individualized and varying nature of each employee's experience, making this matter unmanageable.

7 DISCOVERY AND INVESTIGATION

8 11. The Parties engaged in informal discovery exchange prior to mediation. Defendants
9 provided information and documents, which enabled PAGA Counsel to meaningfully investigate
10 Plaintiff's allegations and assess the value of the PAGA claims. Specifically, Defendants produced
11 Plaintiff's time and corresponding payroll records for approximately 18.8% of all Covered Employees.

12 12. Prior to mediation, PAGA Counsel reviewed and analyzed all the information that
13 Defendants produced, including time and pay records provided by Plaintiff. PAGA Counsel retained an
14 expert to analyze the records and prepare a damage analysis prior to mediation. The time and pay records
15 analyzed contained 62,953 shifts actually worked (representing approximately 17.12% of all shifts),
16 which allowed the expert to prepare an analysis with a high degree of certainty. Further, PAGA Counsel
17 investigated the applicable law regarding the claims and defenses asserted in this action. Accordingly,
18 PAGA Counsel were able to evaluate the probability of success on the merits and Defendant's monetary
19 exposure. In sum, Plaintiff and his Counsel's familiarity with the facts of the case and the legal issues
20 involved allowed them to act intelligently in negotiating the Settlement.

21 SETTLEMENT NEGOTIATIONS

22 13. On March 26, 2026, the Parties participated in a full day of private mediation facilitated by
23 Jason Marsili, Esq., an experienced class and PAGA action mediator. The negotiations were at arm's
24 length and although conducted in a professional manner, were adversarial. Both sides went into the
25 mediation willing to explore the potential for a settlement of the dispute, but they were also prepared to
26 litigate their position through trial and appeal if a settlement had not been reached. Negotiations were
27 protracted, with extended discussions and instances in which it appeared the Parties would not reach a
28 resolution. 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.

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

KEY TERMS OF SETTLEMENT

15. Covered Employees: The Covered Employees include all hourly-paid or non-exempt employees hired directly by Latitude 36 and all hourly-paid or non-exempt employees of Fairway who were assigned to work at Latitude 36, who performed any work in California for Latitude 36, during the applicable PAGA Period. (Settlement, ¶ 1.5.) There are an estimated **1,113 Covered Employees** who worked for an estimated **71,207 PAGA Periods**. (*Id.* at ¶ 8.)

16. Gross Settlement Amount: Defendants agree to pay a non-reversionary Gross Settlement Amount of \$375,000.00, subject to increase pursuant to the escalator clause. (*Id.* at ¶¶ 3.1, 8.)

17. Estimated Pay Periods: Defendants estimate that there are approximately 71,208 Pay Periods during the PAGA Period. (*Id.* at ¶ 8.) If the total number of aggregate weekly pay periods exceeds 78,327 (approximately 10% greater than 71,208) during the PAGA Periods, Defendants shall have the sole and unilateral option to elect, in writing and prior to the hearing of the settlement approval, either to: (1) increase the Gross Settlement Amount on a pro rata basis in proportion to the increase in aggregate weekly pay periods above 78,327 (e.g., if the total number of workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (2) shorten the PAGA Periods such that the total number of aggregate weekly pay periods does not exceed 78,327. (*Id.*)

18. PAGA Counsel Fees Payment and Litigation Expenses Payment: The Settlement provides for payment to PAGA Counsel for PAGA Counsel Fees Payment of not more than 33 1/3% of the Gross Settlement Amount, which is currently estimated to be \$125,000.00, and a PAGA Counsel Litigation

1 Expenses Payment of not more than \$20,000.00 (*Id.* at ¶ 3.2.1.) To date, PAGA Counsel has incurred a
2 total of \$16,109.00 in litigation costs. A true and correct copy of a report showing these costs is attached
3 hereto as **Exhibit 4**.

4 19. **Administrator Expenses Payment**: The Settlement provides that Administrator Expenses
5 Payment will be paid from the Gross Settlement Amount, not to exceed \$7,100.00. (*Id.* at ¶ 3.2.2.) The
6 Parties propose Atticus Administration (“Atticus”) as the third-party settlement administrator
7 (“Administrator”). (*Id.* at ¶ 1.2) A true and correct copy of Atticus’s quote for \$7,100.00, solicited by
8 Defendant’s Counsel, is attached hereto as **Exhibit 5**. The Declaration of Chris Longley on Behalf of
9 Atticus is filed concurrently herewith.

10 20. **Tax Allocation**: All settlement payments to Covered Employees will be treated as
11 miscellaneous income for which a IRS form 1099 will be issued. (*Id.* at ¶ 3.2.3.2.) The Administrator, if
12 required, and not Defendants, will issue the appropriate tax forms for all payments issued under this
13 Settlement. (*Id.*)

14 21. **PAGA Penalties Fund**: After deducting the PAGA Counsel Fees Payment, PAGA Counsel
15 Litigation Expenses Payment, and Administrator Expenses Payment in the amounts approved by the
16 Court, the remainder will be allocated as the PAGA Penalties Fund and distributed as 65% to the LWDA
17 and 35% to the Covered Employees. (*Id.* at ¶¶ 1.17, 1.24., 3.2.3.) Accordingly, the PAGA Payment is
18 estimated to be approximately **\$226,791.00**,² which will be distributed 65% (i.e., 65% * \$226,791.00 =
19 **\$147,414.15**) to the LWDA and 35% (i.e., 35% * \$226,791.00= **\$79,376.85**) to Covered Employees
20 pursuant to PAGA law governing Plaintiff’s claims. It is estimated that the **1,113 Covered Employees**
21 will receive an average individual settlement payment of **\$71.32 each** (\$79,376.85 / 1,113), with a
22 corresponding Pay Period Value of **\$1.01 per Pay Period** (\$79,376.85 / 78,327).

23
24 ² The estimated PAGA Penalties Fund was calculated by deducting the following amounts from the Gross
25 Settlement Amount (\$375,000.00): \$125,000.00 for the PAGA Counsel Fees Payment, \$16,109.00 for the
26 PAGA Counsel Litigation Expenses Payment, and \$7,100.00 for the Administrator Expenses Payment. (*See*
Settlement, ¶¶ 3.1, 3.2, 3.2.1-3.2.3.2.)

27 The estimated amount for the PAGA Penalties provided here (\$226,791.00) is greater than the estimated
28 amount provided at paragraph 3.2.3 of the Settlement (\$222,900.00) because the estimate here accounts for
the actual litigation costs incurred by Plaintiff’s Counsel.

1 22. PAGA Notice to Covered Employees: The Administrator will issue each Covered Employee
2 one check for their share of the PAGA Penalties Fund along with an explanatory letter, attached as
3 **Exhibit B** to the Settlement. (*Id.* at ¶ 1.23.)

4 23. Funding and Distribution Timing: Defendants shall fully fund the Gross Settlement Amount
5 by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the
6 Effective Date. (*Id.* at ¶ 4.1.) Within fourteen (14) calendar days after Defendants fund the Gross
7 Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA
8 PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fee Payment, and the
9 PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fee Payment and
10 the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA
11 Payments. (*Id.* at ¶ 4.2.)

12 24. Uncashed Funds: Before mailing any checks, the Settlement Administrator must update the
13 recipients' mailing addresses using the National Change of Address Database. (*Id.* at ¶ 4.2.1.) The
14 Administrator must conduct a Covered Employee Address Search for all Covered Employees whose
15 checks are returned undelivered without USPS forwarding address. (*Id.* ¶ 4.2.2.) Within seven (7)
16 calendar days of receiving a returned check, the Administrator must re-mail checks to the USPS
17 forwarding address provided or to an address ascertained through the Covered Employee Address
18 Search. (*Id.*) The Administrator need not take further steps to deliver checks to Covered Employees
19 whose re-mailed checks are returned as undelivered. (*Id.*) The Administrator shall promptly send a
20 replacement check to any Covered Employee whose original check was lost or misplaced, requested by
21 the Covered Employee prior to the void date. (*Id.*) For any Covered Employees whose Individual PAGA
22 Payment checks are uncashed and cancelled after the void date, the Administrator shall transmit the
23 funds represented by such checks to the California Controller's Unclaimed Property Fund in the name
24 of the Covered Employee who did not cash the check. (*Id.* at ¶ 4.2.3.) The payment of Individual PAGA
25 Payments shall not obligate Defendants to confer any additional benefits or make any additional
26 payments to the Covered Employees (such as 401(k) contributions or bonuses) beyond those specified
27 in this Agreement. (*Id.* at ¶ 4.2.4.)
28

1 25. Released Claims: Effective on the date when Defendants fully fund the entire Gross
2 Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as
3 follows: (*Id.* at ¶ 5.)

4 a. Release by Plaintiff, on behalf of Plaintiff and the State of California: Plaintiff, on behalf
5 of himself and the State of California, releases all claims for civil penalties under the
6 California Private Attorneys General Act (“PAGA”) that were described in Plaintiff’s pre-
7 filing PAGA Notice and the Amended PAGA Notice to the LWDA and alleged in the
8 Operative Complaint. (*Id.* at ¶ 5.1.) This specifically includes, but is not limited to, civil
9 penalties under PAGA for Labor Code §§ 201, 202, 203, 204, 210, 216, 226, et seq., 226(a),
10 226(e), 226.3, 226.7, 227.3, 233, 234, 246, 247.5, 245-248.5, 510, 512, 516, 558, 1174,
11 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and the related IWC Wage
12 Order, and Business & Professions Code §§ 17200, et seq., the federal Fair Labor Standards
13 Act, claims based on alleged violations of the aforementioned Labor Code and Wage Order
14 provisions and all other claims, such as those under the California Labor Code, Wage Orders,
15 regulations, and/or other provisions of law, that could have been pleaded based on the facts
16 asserted in the Operative Complaint, including any allegation that Defendant: (1) failed to
17 pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide meal
18 periods; (4) failed to authorize and permit rest breaks; (5) failed to provide sick pay; (6) failed
19 to indemnify necessary business expenses; (7) failed to timely pay final wages; (8) failed to
20 provide accurate itemized wage statements; and (9) engaged in unfair business practices, as
21 well as interest, fees, and costs associated therewith. (*Id.*)

22 b. Additional Release by Plaintiff as an Individual: Plaintiff and Plaintiff’s respective former
23 and present representatives, agents, attorneys (including PAGA Counsel), administrators,
24 successors and assigns generally, release the Released Parties from all claims, charges,
25 complaints, liens, demands, causes of action, obligations, damages and liabilities that were
26 asserted in the Action, or that arise from or could have been asserted in the Action, based on
27 any of the facts alleged in any and all of the complaints in the Action and/or any PAGA
28 Notices or Amended PAGA Notices to the LWDA related to this Action, regardless of

1 whether such claims arise under federal, state and/or local law, statute, ordinance, regulation,
2 common law, or other source of law (the “Individual Claims Release”). (*Id.* at ¶ 5.2.) The
3 Individual Claims Release specifically includes, but is not limited to Labor Code §§ 201, 202,
4 203, 204, 210, 216, 226, et seq., 226(a), 226(e), 226.3, 226.7, 227.3, 233, 234, 246, 247.5,
5 245-248.5, 510, 512, 516, 558, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
6 1198, 1199 and the related IWC Wage Order, and Business & Professions Code §§ 17200, et
7 seq., the federal Fair Labor Standards Act, claims based on alleged violations of the
8 aforementioned Labor Code and Wage Order provisions and all other claims, such as those
9 under the California Labor Code, Wage Orders, regulations, and/or other provisions of law,
10 that could have been pleaded based on the facts asserted in the Action, including any
11 allegation that Defendant: (1) failed to pay minimum wages; (2) failed to pay overtime
12 compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest
13 breaks; (5) failed to provide sick pay; (6) failed to indemnify necessary business expenses;
14 (7) failed to timely pay final wages; (8) failed to provide accurate itemized wage statements;
15 and (9) engaged in unfair business practices, as well as interest, fees, and costs associated
16 therewith. (*Id.*)

17 c. Notwithstanding the foregoing, the Release by Plaintiff as an Individual does not include,
18 and expressly excludes, any claims arising under the Fair Employment and Housing Act
19 (Government Code section 12900 et seq.), including but not limited to claims for
20 discrimination, harassment, retaliation, wrongful termination, failure to accommodate,
21 failure to engage in the interactive process, or any claims asserted or that may be asserted in
22 Plaintiff’s separate FEHA action against Defendant. Release by Covered Employees: All
23 Covered Employees are deemed to release, on behalf of themselves and their respective
24 former and present representatives, agents, attorneys, administrators, successors and assigns,
25 the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably
26 could have been alleged, based on the facts and allegations in the Operative Complaint that
27 are alleged to have occurred during the PAGA Period and the Amended PAGA Notice. (*Id.*
28 at ¶ 5.3.) This specifically includes, but is not limited to Labor Code §§ 201, 202, 203, 204,

210, 216, 226, et seq., 226(a), 226(e), 226.3, 226.7, 227.3, 233, 234, 246, 247.5, 245-248.5, 510, 512, 516, 558, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and the related IWC Wage Order, and Business & Professions Code §§ 17200, et seq., the federal Fair Labor Standards Act, claims based on alleged violations of the aforementioned Labor Code and Wage Order provisions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including any allegation that Defendant: (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 breaks; (5) failed to provide sick pay; (6) failed to indemnify necessary business expenses; (7) failed to timely pay final wages; (8) failed to provide accurate itemized wage statements; and (9) engaged in unfair business practices, as well as interest, fees, and costs associated therewith. (*Id.*)

d. Release of Additional Fees and Expenses by PAGA Counsel: Other than those fees and expenses awarded by the Court pursuant to this Settlement, PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for attorney fees and expenses incurred in connection with the Operative Complaint and the PAGA Notice and Amended PAGA Notice. PAGA Counsel will receive only those fees and expenses awarded by the Court pursuant to this Settlement. (*Id.* at ¶ 5.4.)

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

26. 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 Plaintiff, PAGA Counsel evaluated Although the expert's analysis revealed that the time and pay records supported several violations by Defendants, those identifiable violations were primarily limited to the unpaid overtime, regular rate, and meal break claims. The records themselves did not provide strong support for the off-the-clock work, rest period, and expense reimbursement claims, and derivative penalties for those claims, as these claims are predominantly testimony based. In other

1 words, Plaintiff's analysis revealed that certain claims were not as strong as originally believed.

2 27. Because Defendants did not require employees to record rest periods, nor is Defendants
3 required to record rest periods, there are no records to establish the rest period claim on the merits.
4 Additionally, there are no records to establish the off-the-clock work claim and reimbursement claim on
5 the merits. Rather, proof of these claims would need to be supported by declarations from Covered
6 Employees regarding missed rest periods, what business expenses were incurred, and off-the-clock work
7 as the records themselves cannot demonstrate what breaks were missed, when, and why, and they cannot
8 demonstrate the time, if any, Covered Employees spent working off the clock.

9 28. Indeed, the exposure figures that were calculated for mediation were based on assumed high
10 violation rates that would not likely be demonstrated at trial, as they assume either the participation of
11 all Covered Employees (which would be difficult given the particularly large size of this group), or
12 alternatively, the use of surveys or statistical data as a surrogate (which would still require the
13 participation of a majority of Covered Employees to establish a sound representation of all non-exempt
14 employees). The reality is that many, if not all, employees would be unwilling to participate due to fear
15 of retaliation. However, even assuming those employees would be willing to participate, obtaining such
16 declarations would potentially reveal that each Covered Employee had a different experience. The
17 individualized nature of their employment experience and the numerosity of employees affected present
18 significant risk with manageability and proof on the merits.

19 29. Even as to the meal period and regular rate claims our analysis found that Defendant's
20 exposure is less than initially believed.

21 30. As to Plaintiff's meal period claim, Plaintiff alleges that Defendant's meal period practices
22 resulted in shortened meal periods even when the time records did not show a facial violation. According
23 to Plaintiff, employees were required to line up to clock out at the start of their 30-minute meal periods
24 and then end their meal periods early to line up to clock back in, so that they could return on time and
25 avoid demerits. Plaintiff contends this process reduced the amount of duty-free mealtime actually
26 available to employees. Defendants dispute that these practices resulted in meal period violations and
27 maintains that employees were provided compliant meal periods. After a review of the records, Plaintiff's
28 expert estimated a 68.7% violate rate among all meal periods. However, Defendants argues that it

1 provided all Covered Employees with the opportunity to take a complaint meal break and to the extent
2 that there is any violation, it was the result of the employee voluntarily ending their meal break early.

3 31. With respect to the regular rate claim, Plaintiff alleges that Defendants failed to incorporate
4 certain bonuses into the regular rate of pay for purposes of calculating overtime, sick pay, and meal
5 period premiums. Plaintiff's expert analyzed the time and pay records and determined that 59.1% of pay
6 periods included both overtime and additional compensation, 7.4% of pay periods included sick pay and
7 additional compensation, and 1.8% of pay periods included meal break premiums and additional
8 compensation. However, Defendants argue that they did not fail to incorporate any non-discretionary
9 bonuses into the regular rate of pay and that such additional payments were discretionary payments.

10 32. The likelihood that Defendant could assert viable legal defenses would likely further reduce
11 its overall exposure. For example, the individualized and testimony-intensive nature of the claims could
12 bar manageability of this representative action or otherwise significantly reduce Defendant's overall
13 liability.

14 33. Further, a claim-by-claim penalty calculation is overly optimistic as it presumes Plaintiff
15 would be able to stack the penalties, although penalty stacking is not expressly permitted by PAGA.
16 Rather, without either (i) a prior finding by the LWDA or a court within the past five years that the
17 employer violated PAGA or (ii) evidence that the employer's conduct was malicious, fraudulent, or
18 oppressive, PAGA only provides for a maximum \$100 penalty for each pay period. (Lab. Code §
19 2699(f)(2)(A)–(B).) Moreover, PAGA Counsel believe it would be unrealistic to expect the Court would
20 award the full (penalty-stacked) exposure given the discretionary nature of awarding penalties and given
21 Defendant's defenses, including that any failure to pay premiums or regular rate wages, was not
22 knowingly or willfully done, and additionally, to the extent employees received wage statements that
23 were allegedly inaccurate, employees suffered no actual resulting damage or harm. Moreover, awarding
24 the full penalties amount would likely raise Due Process concerns, especially considering the records
25 demonstrate that there are low violation rates for the underlying claims.

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

28 35. Based on the foregoing, PAGA Counsel believe it is more reasonable to assess penalties on

1 a \$100.00 civil penalty per pay period basis pursuant to Labor Code § 2699(f)(2)(A) for each of the
2 estimated 71,207 pay periods at issue, as opposed to a claim-by-claim approach. Accordingly, PAGA
3 Counsel estimate Defendant's maximum PAGA exposure to be **\$7,120,700.00** (\$100.00 x 71,207). The
4 Gross Settlement Amount \$375,000.00 represents approximately 5% of the maximum exposure figure
5 (\$375,000.00 / \$7,120,700.00). However, based on the discovery, Defendants' arguments at mediation,
6 an understanding that the claims are heavily dependent on the unlikely participation by Covered
7 Employees and their varying employment experience, and other important considerations discussed
8 above, it is reasonable to assume a violation occurred only in 10% of all pay periods, which results in a
9 realistic (*risk-adjusted*) exposure of **\$712,070.00** (\$7,120,700 * 10%). Based on this, the Parties settled
10 on the Gross Settlement value of \$375,000.00. The Gross Settlement Amount of \$375,000.00 represents
11 approximately **53%** of the realistic exposure (\$375,000.00 / \$712,070.00).

12 36. The proposed Settlement therefore represents a substantial recovery when compared to the
13 reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in
14 continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it
15 is clear the Gross Settlement Amount of \$375,000.00 is within the "ballpark" of reasonableness, and that
16 settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133;
17 *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that
18 *Kullar* does not require "an explicit statement of the maximum amount the plaintiff class could recover
19 if it prevailed on all its claims," but instead, only an "understanding of the amount that is in controversy
20 and the realistic range of outcomes of the litigation"].)

21 37. The \$375,000.00 Gross Settlement Amount amounts to genuine and meaningful relief. This
22 is an excellent result, particularly because, under the Settlement, Covered Employees and the LWDA
23 will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything at all.

24 38. The Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory
25 purposes - deterrence and punishment, on the one hand, and providing Covered Employees with genuine
26 and meaningful relief on the other. As a result of this litigation, Defendants had to hire legal counsel,
27 engage in employee-wide discovery, and participate in mediation. Assuming approval is granted,
28 Defendants will also have to pay civil penalties pursuant to PAGA. Not including its own attorneys' fees

1 and costs, Defendants will pay at least \$375,000.00 to resolve this matter-of which approximately
2 \$226,791.00 is allocated toward PAGA penalties and will be distributed as 65% to the LWDA and 35%
3 to Covered Employees, in compliance with PAGA law governing the claims in this Action. (*See*
4 Settlement, ¶ 3.2.3.) This amount represents approximately 32% (\$222,900.00 / \$712,070.00) of the
5 realistic exposure for the claims as discussed above. Additionally, the release obtained under the
6 Settlement does not preclude Covered Employees from pursuing any individual (non-PAGA) claims they
7 may have against Defendants or the other Released Parties. (*See id.* at ¶ 5.3.)

8 39. PAGA Counsel have conducted a thorough investigation into the facts of the allegations.
9 Based on discovery and on their own independent investigation and evaluation, PAGA Counsel are of
10 the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering all
11 known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that
12 could be asserted by Defendants on the merits, PAGA Counsel respectfully submit that the Settlement is
13 in the best interests of the Covered Employees and the State of California.

14 40. Although PAGA Counsel believe there is merit to Plaintiff's allegations, they also
15 acknowledge a legitimate controversy exists as to each allegation. PAGA Counsel also recognize that
16 proving the amounts of penalties owed to each Covered Employee would be an expensive, time-
17 consuming, and uncertain proposition.

18 41. Moreover, PAGA Counsel are also of the opinion that because the issues here are fairly
19 contested, there is a possibility of the Court not awarding PAGA penalties even if Plaintiff prevailed on
20 the merits due to the largely discretionary nature of awarding PAGA penalties. In other words, were this
21 matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial
22 reduction.

23 42. While PAGA Counsel believe there would be no persuasive grounds to reduce penalties,
24 they recognize that the Court could determine otherwise and significantly reduce any award of penalties.
25 This wide range of potential recovery and additional delays and risks of trial provide justification to settle
26 for a reasonable amount of recovery at this point in the litigation. In all, based on the investigation and
27 analysis of the claims in preparation for mediation, the maximum exposure did not comport with the
28 realistic exposure that Defendants faced, as discussed above.

43. 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 Plaintiff 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. Accordingly, it is entirely possible that even if Plaintiff would be successful at trial, assuming he first able to win on the merits regarding their individual claims at arbitration and then defeat the manageability issues presented at litigation by the large number of Covered Employees in this action, Plaintiff may still be awarded substantially less than what was obtained through the Settlement.

44. The Settlement avoids the significant risks, burdens, and the accompanying expense of further litigation. Moreover, Plaintiff would have to proceed with arbitration of his 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

45. 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.

46. 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.

47. 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.

1 48. My current billing rate is \$950.00 per hour, which is my usual hourly rate for wage and hour
2 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
3 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
4 <http://www.laffeymatrix.com/see.html>, [last visited July 7, 2026].) The Laffey Matrix is a “well-
5 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
6 *HPL Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912, 921 (N.D. Cal. 2005).) A true and
7 correct copy of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the
8 Laffey Matrix rate upwards based on “locality pay differentials” and the location of counsel’s office in
9 California to determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward
10 adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay
11 differential of the District of Columbia and San Francisco, California, where counsel’s office was
12 located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized
13 the locality pay differentials within the federal courts. (*Id.* at 921-22.) Using the same method here and
14 based on Class Counsel’s location in Los Angeles, California, the locality pay differential of the Los
15 Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-
16 Arlington area is 33.94%, which results in a difference of approximately 2.5%. (*Compare* Judiciary
17 Salary Plan of Los Angeles-Long Beach, CA, Effective January 13, 2025, *with* Judiciary Salary Plan of
18 Washington-Baltimore-Arlington, Effective January 13, 2025.) True and correct copies of the Los
19 Angeles-Long Beach Judiciary Plan and the Washington-Baltimore-Arlington Judiciary Plan are
20 attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 17+ years of experience, my
21 Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53%
22 x \$1,019)). Accordingly, my current billing rate of \$950.00 per hour is reasonable.

23 49. I am experienced in prosecuting and defending employment matters, particularly class and
24 PAGA actions. My firm has focused a substantial percentage of its practice on wage, hour, and working
25 conditions violations. In addition to the present case, I am also class counsel for other wage and hour
26 class action lawsuits pending in various counties throughout California, including in state and federal
27 courts. The following is a list of some of our recent class action settlements that have received preliminary
28 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).

H. SCOTT LEVIANT’S EXPERIENCE AND QUALIFICATIONS

50. H. Scott Leviant received his undergraduate degree from Occidental College. Graduating *cum laude*, he majored in economics and received a “minor” emphasis in mathematics. Along with his study of economics and mathematics, he also had an emphasis in physics. This combination of scientific and economic education has been of assistance during his litigation of complex civil actions. He received his Juris Doctor degree from the University of Southern California Law Center.

1 51. Mr. Leviant's experience relevant to class action litigation includes the following:

- 2 (a) He has been involved in the litigation of class actions since 1997, working as a
3 law clerk on a number of class action matters. Since 1999, he has participated
4 as an attorney in the litigation of hundreds of class actions, in California
5 Superior Courts and in federal courts in California, Illinois, and Louisiana. He
6 emphasized litigation of wage and hour class actions beginning in 2005, but he
7 has focused on complex litigation of different types at all times since 1999.
- 8 (b) Dating back to 1999, some of the earliest cases in which he contributed to his
9 then-firm's efforts as co-lead/liaison counsel include:
- 10 (i) *In re Paradise Memorial Park Litigation*, Los Angeles Superior Court Lead
11 Case No. BC130375; and,
- 12 (ii) *In re Lincoln Memorial Park Litigation*, Los Angeles Superior Court Lead Case
13 No. BC133643
- 14 (c) He has litigated contested class certification motions multiple times, prevailing
15 on many. Examples include the following.
- 16 (i) In 2025, he certified multiple wage and hour claims against Sun Valley Group,
17 in the matter of *Duran v. Sun Valley Group*.
- 18 (ii) In 2023, he certified a rest break claim against SMS Transportation, in the
19 matter of *Beard v. SMS Transportation*. Rest break claims are notably difficult
20 to certify.
- 21 (iii) In 2023, he certified a regular rate claim against Downtown Women's Center,
22 in the matter of *Evans v. Downtown Women's Center*.
- 23 (iv) In 2018, he certified wage and hour claims against Home Depot, in the matter
24 of *Utne v. Home Depot*, in the United States District Court, Northern District
25 of California. The contested certification resulted in a certified class of roughly
26 140,000 individuals.
- 27 (v) In 2019, he certified a Fair Credit Reporting Act claim related to employment
28 background checks against Wal-Mart Stores, Inc., in the matter of *Pitre v. Wal-*

1 *Mart Stores, Inc.*, in the United States District Court, Central District of
2 California. The contested certification resulted in a certified class of over
3 5,000,000 individuals.

4 (vi) In 2018, he fully briefed a contested class certification motion in the matter of
5 *Harelson v. U.S. Aviation*, in the United States District Court, Northern District
6 of California. After certification was fully briefed, the matter successfully
7 settled.

8 (vii) In 2013, he certified an investment fraud suit, in the matter of *Larsen v.*
9 *Coldwell Banker*, in the United States District Court, Central District of
10 California.

11 (viii) In 2012, he fully briefed a contested class certification motion, in the wage and
12 hour matter of *Gillings v. Time Warner*, in the United States District Court,
13 Central District of California. In that matter, summary judgment was granted
14 against my clients and the certification motion was deemed moot. I appealed
15 to the Ninth Circuit and obtained a reversal of the District Court's decision.
16 Upon remand, the matter settled.

17 (ix) In approximately 2011, he fully briefed a contested class certification motion,
18 in the wage and hour matter of *Gomez v. Lincare, Inc.*, in the Superior Court of
19 California, County of Orange. Certification was denied. The result was
20 appealed, and a partial reversal was obtained.

21 (x) In approximately 2008, he fully briefed a contested class certification motion,
22 in the wage and hour matter of *Ghazaryan v. Diva Limousine, LTD.*, Superior
23 Court of California, County of Los Angeles. Certification was denied. He
24 appealed, handling all briefing, and, in *Ghazaryan v. Diva Limousine, LTD.*,
25 169 Cal.App.4th 1524 (2009), pet. for rev. denied, he obtained a decision
26 directing the trial court to certify the class. Ghazaryan is now widely cited,
27 including by the California Supreme Court, as a comprehensive source for the
28 standards applied to certification motions in California.

- (xi) In approximately 2006, he fully briefed a contested class certification motion, in the wage and hour matter of *Laliberte v. Pacific Mercantile Bank*, Superior Court of California, County of Orange. Certification was denied. He appealed, handling all briefing. The published opinion of *Laliberte v. Pacific Mercantile Bank*, 147 Cal.App.4th 1 (2007), rev. denied, pet. for cert. den. resulted, and he petitioned for a Writ of Certiorari related to certification due process issues.
- (xii) In approximately 2008, he assisted with briefing of a contested class certification motion, in the wage and hour matter, against the Automobile Club of Southern California (AAA). A class was certified and the matter tried
- (d) Mr. Leviant prosecuted appeals in more than 20 class action matters alone, arguing before the United States Court of Appeals for the Ninth Circuit Court and several of California's Courts of Appeal. He has taken several appeals through to Petitions for Writs of Certiorari to the United States Supreme Court. In connection with the appeals he has handled, he has participated in appeals resulting in decisions concerning or relating to class actions or wage and hour issues. Among others, those include:
- (i) *Camp v. Home Depot, U.S.A., Inc.*, 84 Cal. App. 5th 638 (October 24, 2022), rev. granted (February 1, 2023);
 - (ii) *Donohue v. AMN Services, Inc.*, (February 25, 2021) (amicus counsel)
 - (iii) *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. Jan. 29, 2019), pet. for rehearing and pet. for *en banc* rehearing den.;
 - (iv) *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), *as modified on denial of reh'g* (Aug. 29, 2018);
 - (v) *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir. 2014);
 - (vi) *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal. App. 4th 1524 (2009), pet. for rev. denied;
 - (vii) *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007), rev. denied, pet. for cert. denied;

- (viii) *Alvarez v. May Dept. Stores Co.*, 143 Cal. App. 4th 1223 (2006), rev. denied, pet. for cert. denied;
- (ix) *Johnson v. Glaxosmithkline, Inc.*, 166 Cal. App. 4th 1497 (2008), rev. denied;
- (x) *Howard, et al. v. America Online, Inc.*, 208 F.3d 741 (9th Cir. 2000), pet. for cert. denied;
- (xi) *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011) (amicus counsel);
- (xii) *D. R. Horton, Inc. and Michael Cuda*, Case 12-CA-25764, 357 NLRB No. 184 (January 3, 2012) (amicus counsel). This NLRB matter is of particular note, as it is at the center of a dispute regarding the interplay between the Federal Arbitration Act (FAA) and two labor relations laws, the National Labor Relations Act (NLRA) and Norris-LaGuardia Act. Cases highlighting that issue have been accepted by the United States Supreme Court.
- (e) Mr. Leviant was the lead appellate author in a matter before the California Supreme Court that generated substantial interest in the field of wage and hour litigation. That matter, *Troester v. Starbucks Corporation*, resolved a significant issue of whether, under California law, a *de minimis* defense exists to the employer's obligation to pay all wages for all compensable time worked by an employee.
- (f) Mr. Leviant was the lead appellate counsel in a matter before the California Court of Appeal (Sixth Appellate District) that generated substantial interest in the field of wage and hour litigation. That matter, *Camp v. Home Depot, U.S.A., Inc.*, held that prior jurisprudence erroneously concluded that, under California law, underpayment of wages as a result of rounding of time clock punches is lawful so long as the rounding was neutral on its face and as applied. *Camp* is now pending before the California Supreme Court but remains citable as authority pursuant to an Order of the California Supreme Court.
- (g) In addition to his work on complex litigation matters and class actions, he has

1 authored published articles and columns on issues related to class actions and
2 other litigation issues, including:

- 3 (i) H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J. 18 (2006),
4 at <http://blj.ucdavis.edu/article.asp?id=636> (May 1, 2006);
- 5 (ii) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Where Troester Stops Not Even*
6 *Troester Knows*, DAILY JOURNAL (Los Angeles), July 2, 2019;
- 7 (iii) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Unaccounted Time: Reading the*
8 *Tea Leaves of Troester*, DAILY JOURNAL (Los Angeles), September 12,
9 2018;
- 10 (iv) Dennis F. Moss and H. Scott Leviant, *Class Actions: One step forward after*
11 *two steps back*, DAILY JOURNAL (Los Angeles), January 11, 2012;
- 12 (v) H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY JOURNAL
13 (Los Angeles), December 28, 2010;
- 14 (vi) H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los Angeles), April
15 21, 2010;
- 16 (vii) H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class Action*
17 *Defense?*, FORUM, January/February 2009
- 18 (viii) H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-2010
19 (Ongoing series);
- 20 (ix) H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to Bind*
21 *Judiciary*, Daily Journal (San Francisco), March 15, 2010;
- 22 (x) H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los Angeles),
23 December 2, 2009;
- 24 (xi) H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15,
25 2008;
- 26 (xii) H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los
27 Angeles), May 4, 2007;
- 28 (xiii) H. Scott Leviant, *A Bad Meal Deal: 'Brinker' Gets the Incentive Question*

- Wrong, DAILY JOURNAL (Los Angeles), August 6, 2008;
- (xiv) H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage Cases*, FORUM, January/February 2008;
- (xv) H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional Element in a Comprehensive Litigation Plan*, ADVOCATE, April 2006;
- (xvi) H. Scott Leviant, *Improving Rule 12(b)(6) survival odds: Some considerations for effective RICO pleading*, CIVIL RICO REPORT, Volume 15, Number 22, April 26, 2000 (LRP Publications).
- (h) In addition to publications in industry newspapers, periodicals and journals, Mr. Leviant the Supervising Editor, primary author and founder of the legal blog The Complex Litigator (<http://www.thecomplexlitigator.com>). The Complex Litigator reports and comments on news and topics relevant to class action and complex litigation practice, with a primary emphasis on wage and hour litigation issues. Through his blog, he has also, on occasion, published podcasts of round table discussions with preeminent members of the wage and hour practice bar on both the plaintiff and defense sides. His blog has been cited to the California Supreme Court in at least one Petition for Review. The Complex Litigator has been in existence since 2008, having outlasted many other legal blogs, and it has a unique readership that numbers in the tens of thousands.
- (i) Mr. Leviant has also lectured on issues related to class actions and complex litigation, including the following educational seminars:
- (i) *Strategies for Settlement of Individual and Wage & Hour Class Actions*, Bridgeport's Eighth Annual Wage & Hour Litigation Conference (December 16, 2011)
- (ii) *The Year in Review - Staying Abreast of Current Cases*, Consumer Attorneys of San Diego Class Action Symposium (October 14, 2011)
- (iii) *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's Mid Year Wage & Hour Litigation Conference (June 3, 2011)

- (iv) *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden State Antitrust and Unfair Competition Law Institute (October 21, 2010)
- (v) *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference (October 2, 2010)
- (vi) *Word v. WordPerfect Software, Tips, Tools and Tricks: Legal Technology for Plaintiffs Employment Lawyers* (September 30, 2010)
- (vii) *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19, 2010)
- (viii) *20 Tips for Successful Navigation of e-Discovery Requirements*, Los Angeles County Bar Association's Thirtieth Annual Labor and Employment Law Symposium (March 31, 2010)
- (ix) *Social Networking for Lawyers: A Roadmap to Success*, Los Angeles County Bar Association's 2nd Annual two-day 2009 Small Firm and Solo Practitioners Conference: MISSION POSSIBLE (June 25, 2009)
- (x) *A Seminar Overview of the Current State of Employment Law*, The Westchester/LAX/Marina Del Rey Chamber of Commerce (February 23, 2006)

52. Mr. Leviant served three consecutive years as an elected member of the Board of Governors of the Consumer Attorneys of California. In that capacity, he worked to preserve the right of California's consumers and employees to bring proposed class actions. For example, he provided assistance to CAOC in its successful effort to defeat AB 298, which would have substantially impaired the ability of plaintiffs to prosecute class actions in California. More recently, on behalf of CAOC, he co-authored several requests for publication of unpublished class action decisions, including one such request in *Jaimez v. Daiohs USA, Inc.*, 181 Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in the Eighth Circuit matter entitled *Avritt v. Reliastar Life. Ins. Co.*, Case No. 09-2843, the California Supreme Court matter entitled *Californians for Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006), and the California Court of Appeal matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011).

53. Mr. Leviant's current contingent billing rate is consistent with his practice area, legal market and accepted hourly rates:

- 1 (a) In the December 8, 2008 article "Billable Hours Aren't the Only Game in Town
2 Anymore," *NATIONAL LAW JOURNAL*, the following hourly billing rates
3 were reported by Sheppard Mullin Richter & Hampton, a leading firm in the
4 defense of wage-and-hour class actions that he has frequently opposed when
5 litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st
6 Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year -
7 \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.
- 8 (b) In 2009 he was retained as appellate counsel in the appeal of a denial of class
9 certification. For the specialized work on that appeal, he charged an hourly rate
10 of \$650.00 per hour, a rate the hiring co-counsel accepted.
- 11 (c) Based upon his practice area, geographic market, experience, including all of
12 the above information, reputation, and generally accepted hourly rates, Mr.
13 Leviant's current, regular hourly billing rate is now \$975.00, which is well
14 below the presumptively appropriate hourly rate of \$1,141 for attorneys with 20
15 or more years of experience. (*See Ex. 6.*)

16 MARIAM GHAZARYAN'S EXPERIENCE AND QUALIFICATIONS

17 54. Mariam Ghazaryan received a Bachelor of Arts in Political Science and a minor in
18 International Studies from the University of California, Irvine in 2017, and a Juris Doctorate from
19 Southwestern Law School in 2021. In law school, Ms. Ghazaryan served as a Judicial Extern for
20 the Honorable Michael R. Amerian of the Los Angeles County Superior Court and Articles Editor
21 of the Southwestern Journal of International Law. Ms. Ghazaryan was published in the
22 Southwestern Journal of International Law, Volume 21, No.1, 2021.

23 55. Ms. Ghazaryan became an Active Member of the State Bar of California in November
24 2021 and has been an Active Member in good standing continuously since. Ms. Ghazaryan is also
25 a member in good standing with the United States District Court for the Central, Eastern, Southern,
26 and Northern Districts and was selected by Super Lawyers as a "Southern California Rising Star"
27 in 2024.

28

1 56. Ms. Ghazaryan is an attorney at Moon Law Group, P.C. and represents employees in
2 all aspects of employment litigation, including wage-and-hour class and representative actions
3 involving claims related to overtime and minimum wages, meal and rest break violations, improper
4 wage statements, the California Private Attorneys General Act, and unfair business practices.

5 57. Ms. Ghazaryan's current billing rate is \$700.00 per hour, which is her usual hourly
6 rate in wage and hour litigations. Based on Ms. Ghazaryan's nearly 5 years of experience, her
7 Laffey Matrix rate with a 2.53% adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53%
8 x \$625)). As compared to the Laffey Matrix rate and when considering her experience, Ms.
9 Ghazaryan's billing rate of \$700.00 per hour is reasonable.

10 58. During her tenure with Moon Law Group, P.C., Ms. Ghazaryan has played a critical
11 role in obtaining outstanding results for employees who have been wronged by their employers.
12 Ms. Ghazaryan has been involved in all aspects of complex litigation, including assisting in class
13 certification motions in the following cases:

14 (a) *Duran v. Sun Valley Group* [certification was granted on multiple wage and hour claims
15 against Sun Valley Group];

16 (b) *Beard v. SMS Transportation* [certification was granted for a rest break claim against
17 SMS Transportation. Rest break claims are notably difficult to certify];

18 (c) *Evans v. Downtown Women's Center* [certification was granted for a regular rate
19 claim against Downtown Women's Center].

20 59. From November 2021 to the present, Ms. Ghazaryan has participated in the litigation
21 and/or resolution of approximately ninety wage-and-hour class and/or representative actions,
22 including successfully moving the Court for preliminary and final approval of settlements on the
23 first attempt.

24 JAEYOUNG LEE'S EXPERIENCE AND QUALIFICATIONS

25 60. Jaeyoung Lee is an associate attorney at Moon Law Group, PC. Mr. Lee advocates for
26 employees in both state and federal court in employment and related litigation. Since joining Moon Law
27 Group, PC, his practice has focused on wage-and-hour actions involving claims related to unpaid
28 overtime and minimum wages, meal and rest break violations, unreimbursed business expenses,

1 improper wage statements, and unfair business practices, as well as discrimination claims rising under
2 California law.

3 61. Mr. Lee received his B.A., *cum laude* in Philosophy from Washington University in St.
4 Louis. He received his Juris Doctorate and Tax Law Certificate from UC Davis School of Law. While
5 in law school, Mr. Lee received Dean's Merit Scholarship for all three years and was awarded the Tax
6 Certificate for his extensive work in the area. Following law school, Mr. Lee worked as tax attorney
7 representing taxpayers before both Federal and state administrative agencies and courts prior to joining
8 Moon Law Group, PC.

9 62. Mr. Lee became an Active Member of the State Bar of California in 2022 and has been
10 an Active Member in good standing continuously since then. He is also admitted to practice in the United
11 States District Court for the Central District of California. Mr. Lee's billing rate is \$600.00 per hour,
12 which is his usual hourly rate in wage and hour litigations. Based on Mr. Lee's 5 years of experience
13 out of law school, his Laffey Matrix rate with a 2.53% adjustment is \$640.81 per hour (\$625 Laffey
14 Matrix rate + (2.53% x \$625)). (See Ex. 6.) Accordingly, his current billing rate of \$600.00 per hour is
15 reasonable. In addition to the present case, Mr. Lee is also class counsel for other wage-and-hour class
16 action lawsuits pending in various counties throughout California, including in state and federal courts.
17 The following is a list of some of our recent class action settlements that have received preliminary
18 and/or final approval: *Yadao v. CalPrivate Bank, Inc.*, San Diego Superior Court Case No. 30-2021-
19 00053493; *Hernandez v. AB Staffing Solutions, LLC*, Ventura Superior Court Case No. 56-2021-
20 00561570-CU-OE-VTA; *De Leon v. Polyloom Corporation of America*, Alameda County Superior
21 Court Case No. 22CV005969.

22 PAGA COUNSEL'S EXPERIENCE AND QUALIFICATIONS

23 63. As demonstrated by the foregoing, my office is qualified to handle this litigation because
24 we are experienced in litigating Labor Code and Wage Order violations in individual, class, and
25 representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in
26 numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion for
27 settlement approval. Including myself, Moon Law Group, PC is currently comprised of roughly 35
28 attorneys, all of whom are actively and continuously practicing employment litigation, representing

1 almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior
2 Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal
3 courts. The attorneys at my firm have a high level of skill, knowledge, and experience in areas of wage-
4 and-hour class and PAGA actions, and labor and employment law generally, the substantive (state and
5 federal) and procedural law of which is frequently evolving.

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

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

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

21 REQUEST FOR PAGA COUNSEL FEES AND COSTS ARE FAIR AND REASONABLE

22 67. In line with the Settlement, my firm requests an award of attorneys' fees in an amount of not
23 more than 33 1/3% of the Gross Settlement Amount, which is currently estimated to be \$125,000.00,
24 subject to potential increase under the escalator clause, plus reimbursement for actual litigation costs up
25 to \$20,000.00. (See Settlement, ¶ 3.2.1.)

26 68. The requested PAGA Counsel Fees Payment can be justified under either the common fund
27 or lodestar method. However, we base the requested award on the common fund method. Nonetheless,
28

1 the lodestar method can be used to cross-check the reasonableness of the award calculated under the
2 common fund method.

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

Attorney	Rate	Hours	Lodestar
Kane Moon	\$950.00	17.2	\$16,340.00
H. Scott Leviant	\$975.00	19.5	\$19,012.50
Mariam Ghazaryan	\$700.00	\$14.3	\$10,010.00
Jaeyoung Lee	\$600.00	34.4	\$20,640.00
	Total	85.4	\$66,002.50

10 70. There are additional hours devoted to this litigation by the attorneys and legal assistants in
11 my office that are not reflected in the foregoing lodestar, including additional attorney time that will be
12 spent to obtain and monitor approval of the Settlement and requested awards, oversee the settlement
13 administration process and distribution of funds, respond to inquiries, and communicate with Plaintiff
14 regarding the case. I estimate that my office will commit *no less than* 10 hours, although likely more
15 time, to these additional tasks, which are hours not included in the foregoing lodestar total. My office
16 also bears the risk of taking whatever actions are necessary if Defendants fails to pay. At my \$950 hourly
17 rate, these additional 10 hours results in a lodestar of \$9,500.00.

18 71. A true and correct copy of a description of the work performed and the time spent performing
19 such work is attached hereto as **Exhibit 9**. As discussed below, application of a positive multiplier is
20 warranted in this case.

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

26 (a) Number of Hours Expended by My Office is Reasonable: As set forth in this declaration,
27 my office expended a significant amount of time litigating the case to achieve an
28

1 excellent result on behalf of the Covered Employees. To date, my office has spent no
2 less than **85.4 hours** litigating this case. In the event the Court grants settlement approval,
3 my office will spend additional time related to this litigation, including to monitor
4 administration of the settlement after approval, committing no less, although likely more,
5 than **10** hours to those additional tasks. The number of hours that my office has and will
6 devote to this case is reasonable. (*See, e.g., Ketchum III v. Moses* (2001) 24 Cal.4th 1122,
7 1133 [fee award should be fully compensatory and, “absent circumstances rendering the
8 award unjust, an attorney fee award should ordinarily include compensation for *all* the
9 hours *reasonably spent*”] [emphasis in original]; *Serrano v. Unruh* (1982) 32 Cal. 3d
10 621, 624 [counsel are entitled to compensation for all hours reasonably expended];
11 *Hensley, supra*, 461 U.S. at pp. 435–36; *Caudle v. Bristow Optical Co.* (9th Cir. 2000)
12 224 F.3d 1014, 1028; *Cabrales v. Cty. of L.A.* (9th Cir. 1991) 935 F.2d 1050, 1052–53.)
13 As discussed above, my office was required to expend considerable time and resources
14 to investigate, litigate, and successfully settle these claims for the benefit of the Covered
15 Employees.

- 16 (b) The Attorneys’ Hourly Rates are Reasonable: “[T]he established standard when
17 determining a reasonable hourly rate is the ‘rate prevailing in the community for similar
18 work performed by attorneys of comparable skill, experience, and reputation.’”
19 (*Camacho v. Bridgeport Fin., Inc.* (9th Cir. 2008) 523 F.3d 973, 979 [quoting *Barjon v.*
20 *Dalton* (9th Cir. 1997) 132 F.3d 496, 502].) This rule applies even when, as here, the
21 attorneys representing a named plaintiff perform the work on a contingent fee basis. (*See,*
22 *e.g., Robertson v. Fleetwood Travel Trailers of Cal., Inc.* (2006) 144 Cal.App.4th 785,
23 818; *Blanchard v. Bergeron* (1989) 489 U.S. 87, 96.) These hourly rates are reasonable
24 in light of the significant experience, expertise, and skill my firm brought to this action.
25 Rates are reasonable if they are “within the range of reasonable rates charged by and
26 judicially awarded comparable attorneys for comparable work.” (*Children’s Hosp. &*
27 *Med. Ctr. v. Bonta* (2002) 97 Cal.App.4th 740, 783.) The trial court may “find hourly
28 rates reasonable based on evidence of other courts approving similar rates.” (*Parkinson*

1 v. *Hyundai Motor Am.* (C.D. Cal. 2010) 796 F.Supp.2d 1160, 1172.) The attorneys at
2 Moon Law Group, PC are experienced litigators who specialize in employment law, with
3 a substantial wage-and-hour class action practice. The hourly rates of each attorney are
4 also reasonable as compared to their respective Laffey Matrix rates as explained *supra*.
5 Moreover, these rates are not opposed or challenged, and have been approved by other
6 courts, as explained *supra*.

- 7 (c) Application of a Multiplier Is Warranted: Once this lodestar figure has been determined,
8 the Court may take into account other “enhancement” factors to adjust the lodestar
9 award. As the California Supreme Court has held, contingency fees should be higher
10 than fees for the same legal services paid concurrently with the provision of the services.
11 (*Ketchum III*, *supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel v. Equitable Life*
12 *Assurance Soc’y of the U.S.* (9th Cir. 2002) 307 F.3d 997, 1008.) “A lawyer who both
13 bears the risk of not being paid and provides legal services is not receiving the fair market
14 value of his work if he is paid only for the second of these functions. If he is paid no
15 more, competent counsel will be reluctant to accept fee award cases.” (*Ketchum*, 24
16 Cal.4th at p. 1133.) Application of that rule is particularly appropriate where the case is
17 brought to redress important rights of vulnerable persons. (*Id.*) A risk enhancement is
18 “earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather,
19 it is intended to approximate market-level compensation for such services, which
20 typically includes a premium for the risk of nonpayment or delay in payment of attorney
21 fees.” (*Id.* at p. 1138.) **Multipliers normally range from two to four or higher.**
22 (*Wershba*, *supra*, 91 Cal.App.4th at p. 255; *see also Vizcaino v. Microsoft Corp.* (9th
23 Cir. 2002) 290 F.3d 1043, 1051, n.6 [“most” common fund cases apply a multiplier of
24 1.0–4.0]; *Been v. O.K. Indus., Inc.* (E.D. Okla. 2011, No. CIV–02–285–RAW) 2011 WL
25 4478766, *11 [citing a study “reporting [an] average multiplier of 3.89 in survey of 1,120
26 class action cases” and finding that a multiplier of 1.22 would be “per se reasonable”].)
27 Factors considered in determining whether a lodestar multiplier is appropriate generally
28 include: (1) the risks presented by the contingent nature of the case; (2) the novelty and

1 difficulty of the questions involved and the skill requisite to perform the legal service
2 properly; (3) the nature of the opposition; (4) the preclusion of other employment by the
3 attorney due to acceptance of the case; and (5) the result obtained and the importance of
4 the lawsuit to the public. (*Serrano v. Ivy Baker Priest* (1977) 20 Cal. 3d 25, 48–49
5 [hereinafter “*Serrano III*”].) All these factors favor approval of a multiplier along the
6 lines of those approved in the cases above. To date, my office has incurred no less than
7 **\$66,002.50** in attorneys’ lodestar fees, anticipates incurring at least another \$9,500.00 in
8 lodestar fees, and has advanced **\$16,109.00** in actual litigation costs. Thus, after
9 reimbursement of our out-of-pocket expenses, the fee request of **\$125,000.00** represents
10 a **1.89** multiplier of the lodestar fees incurred to-date in prosecuting this case.

11 1) *Risks presented by the contingent nature of the case*: The major consideration in
12 determining the necessity of a multiplier is the contingent nature of the award.
13 (*Ketchum III, supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel, supra*, 307 F.3d at
14 p. 1008.) In determining what multiplier to award, the probability of success must
15 be assessed *ex ante*, that is, as viewed from the outset of the case. (*See, e.g., Harman*
16 *v. Lyphomed, Inc.* (7th Cir. 1991) 945 F.2d 969, 976.) Further, the possibility of no
17 recovery is only one of the uncertainties involved in taking on such a case. Other
18 uncertainties are the amount that will be recovered, uncertainty as to the cost, both
19 in effort and expenses, and uncertainty about how much time will pass before the
20 recovery is obtained. (*See, e.g., Ketchum*, 24 Cal.4th at pp. 1132–1133, 1138.) My
21 office’s outlay of time and money in this case has been significant. In all, my office
22 has spent *no less than* **85.4** hours to date investigating, analyzing, researching,
23 litigating, and negotiating a favorable resolution of this case, in addition to *a*
24 *minimum of* **10** hours that will be spent following final settlement approval,
25 including to monitor settlement administration and distribution of funds, and has
26 incurred **\$16,109.00** in necessary litigation costs. Unsettled legal issues also
27 presented risks to the claims in this case. My office bore the substantial risk of an
28 uncertain outcome in agreeing to prosecute this PAGA action on a contingency fee

1 basis, as well as the difficulties and delay inherent in such litigation. There was the
2 prospect of the enormous cost inherent in PAGA representative action litigation, as
3 well as extensive negotiations with corporate Defendants who vigorously opposed
4 Plaintiff's claims and right to pursue his individual or class action claims in state
5 court. My office risked significant time and expense to ensure a successful
6 settlement. As detailed *supra*, the risks presented in this case were significant, and
7 Defendant's defenses posed serious risks to the success of this PAGA matter on the
8 merits, assuming we were first successful at proving the merits of Plaintiff's
9 individual claims. These risks illustrate the recognition by the California Supreme
10 Court in *Ketchum III* that, if multipliers are not awarded to PAGA counsel in the
11 cases that are successfully settled, counsel's fees are essentially being cut because
12 the lodestar in and of itself would not account for contingent risk.

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

21 3) *Vigorous opposition by Defendant*: Counsel who skillfully overcome difficult issues
22 or uncompromising opposition in the litigation are entitled to a fee enhancement.
23 (*Serrano III, supra*, 20 Cal.3d at 49.) Here, before eventually agreeing to a
24 settlement, Defendant asserted a vigorous defense and challenged Plaintiff's ability
25 to litigate their individual and class action claims. The settlement effort was
26 protracted, with extended discussions and instances in which it appeared the Parties
27 would not reach a settlement. Further, trial would have added years to the resolution
28 of this case because of the difficult legal and factual issues raised and the likelihood

of appeals. Indeed, even if Plaintiff prevailed on the representative PAGA claims at trial, Defendants would likely have mounted an appeal.

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 **\$375,000.00**, which is subject to potential increase under the escalator clause. Considered against the size of the Covered 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 Covered 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].)

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

74. 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.

75. 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 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.

76. 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 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 and subsequent amended APGA Notices;
- d. Preparation of multiple drafts of the original class action complaint and subsequent amended complaints, as well as finalization and filing of said complaints;
- e. Extensive meet-and-confer discussions with Defendant's counsel;
- f. Informal and formal discovery activity;
- g. Extensive meet-and-confer discussions with Defendant's counsel regarding mediator selection and production of relevant documents and information in preparation for mediation through informal discovery;
- h. Analysis of Defendant's informal discovery production and preparation of a damages model with the aid of a statistics expert;
- i. Research and preparation of Plaintiff's mediation brief;
- j. Attendance and active participation at a full day of mediation;
- k. Drafting, negotiating, and reviewing multiple drafts of the Settlement and its attachment;
- l. Preparation and submission of the instant motion for settlement approval and accompanying filings;
- m. 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
- n. Communications with Plaintiff throughout the case.

77. As of the drafting of this motion, my office has incurred **\$16,109.00** in expenses litigating this action without any reimbursement. These expenses were reasonably necessary to the litigation and were actually incurred by my office. (*See* Ex. 4) These to-date expenses are summarized as follows:

- (a) "LWDA Fee": a one-time cost for submitting Plaintiff's PAGA Notice to the LWDA;
- (b) "Journal Riverside - Complaint": the initial case filing fee for initiating Plaintiff's action;
- (c) "Berger Consulting Group": costs of expert review of discovery for mediation;
- (d) "Marsili Mediation": a one-time cost for mediation services;
- (e) "JAMS": demand for arbitration; and

1 (f) "ACE," "One Legal," "RVSC," and "Journal": costs for purchasing court documents,
2 and for filing and serving various documents during this Action.

3 78. We anticipate incurring additional costs up to and after Settlement approval, including
4 filing costs for the approval motion and any notice of entry of approval order and judgment. However,
5 at this time, we are only requesting reimbursement of our to-date costs (\$16,109.00). Moreover,
6 because our costs are below the maximum allocation (\$20,000.00) under the Settlement, I respectfully
7 submit that our reimbursement request is fair and reasonable.

8 79. Moreover, because our costs are below the maximum allocation (\$20,000.00) under the
9 Settlement, the difference will be added to the PAGA Payment. (Settlement, ¶ 3.2.1.) I respectfully
10 submit that our reimbursement request is fair and reasonable.

11 80. Through the efforts of my office, co-counsel, and Plaintiff in this case, a fair and reasonable
12 resolution has been reached that includes a non-reversionary payment by Defendants of at least
13 \$375,000.00 to compensate Covered Employees for Defendant's alleged employment practices. I am
14 informed and believe that, without the efforts of my office, co-counsel or Plaintiff, the Labor Code and
15 Wage Order violations alleged in this action would have gone completely unremedied.

16
17 I declare under penalty of perjury under the laws of the State of California that the foregoing is
18 true and correct. Executed on August 12, 2026, at Los Angeles, California.

19
20
21 _____
Kane Moon