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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TONYA BROCK, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

BENCHMARK ASSET RESOLUTION,
INC., a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 24STCV32576

REPRESENTATIVE ACTION

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

[Filed with (1) Plaintiff's Notice of Motion and
Motion for Approval of PAGA Settlement, (2) the
Declaration of Plaintiff, (3) the Declaration of Sean
Hartranft, (4) [Proposed] PAGA Approval Order,
and (5) [Proposed] Judgment]

PAGA APPROVAL HEARING:

Date: August 3, 2026

Time: 11:00 a.m.

Dept.: 10

Judge: Hon. William F. Highberger

Action filed: December 10, 2024

Trial date: Not set

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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 Tonya Brock (“Plaintiff”). 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 Plaintiff's Motion for Approval of PAGA Settlement. Plaintiff seeks approval of a Private Attorneys General Act Settlement Agreement (the "Settlement") entered into with Defendant Benchmark Asset Resolution, Inc. ("Defendant") (collectively, Plaintiff and Defendant are the "Parties"). A true and correct copy of the fully executed Settlement is attached hereto as **Exhibit 1**. **Exhibit A** to the Settlement contains the *Notice of PAGA Settlement Agreement* to be mailed to Aggrieved Employees with Individual PAGA Payment checks, following settlement approval and Defendant's settlement funding.

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”). Plaintiff brought this PAGA action on behalf of herself and all persons who worked for Defendant in California as an hourly paid or non-exempt employee during the PAGA Period (“Aggrieved Employees”). (Settlement, ¶ 1.4.) For purposes of settlement, the “PAGA Period” is December 7, 2023, through the date of settlement approval. (*Id.* at ¶ 1.23.)

CASE BACKGROUND AND PROCEDURAL HISTORY

4. Defendant is an asset resolution and vehicle recovery company that locates and repossesses various vehicles, motor homes, and construction equipment. Plaintiff worked for Defendant from approximately December 2023 to February 2024 as a camera car spotter. Throughout her employment, Plaintiff was classified as non-exempt and paid on an hourly basis. Plaintiff contends she and her former coworkers were subjected to the same or similar unlawful labor practices during their employment by Defendant, including failure to pay all wages.

5. Plaintiff's claims for unpaid wages stems from allegations of Defendant's failure to pay employees all minimum and overtime wages, including due to Defendant's failure to compensate

1 employees for off-the-clock work, and Defendant's failure to incorporate all remunerations into the
2 regular rate of pay for purposes of calculating overtime pay, meal break premium, and sick pay. Plaintiff's
3 meal and rest period claims are based on allegations that due to the nature of their work and Defendant's
4 employment practices, employees regularly experienced missed, untimely, or interrupted breaks, and that
5 Defendant failed to provide any premiums for non-compliant rest breaks or all premiums for non-compliant
6 meals. Plaintiff also alleges that Defendant failed to reimburse employees for all reasonable and necessary
7 business expenses incurred, including expenses incurred for the use of employees' purchase of uniforms,
8 tools, work-related equipment, and use of personal cellphone for work purposes. Plaintiff further alleges she
9 and other employees did not receive all wages owed at the time of termination nor accurate itemized wage
10 statements due to Defendant's failure to pay all wages and premiums. Accordingly, Plaintiff alleges
11 Defendant is liable for civil penalties under PAGA.

12 6. Because of the foregoing alleged violations of the Labor Code, Plaintiff filed a Class Action
13 Complaint on December 10, 2024, alleging Defendant systematically: (1) failed to pay minimum wages, (2)
14 failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest
15 breaks, (5) failure to indemnify necessary business expenses, (6) failed to timely pay final wages at
16 termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business
17 practices.

18 7. Pursuant to PAGA, on December 7, 2024, Plaintiff submitted notice of the alleged Labor Code
19 violations to the California Labor and Workforce Development Agency (the "LWDA"), with certified mail
20 service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff's PAGA Notice is
21 attached hereto as **Exhibit 2**. The administrative exhaustion period under PAGA expired without the LWDA
22 indicating any intent to investigate the allegations. On February 13, 2025, Plaintiff filed a First Amended
23 Class and Representative Action Complaint to allege a ninth cause of action for civil penalties under PAGA.
24 Accordingly, Plaintiff is duly authorized to act as a private attorney general with respect to the PAGA
25 claims involved in this action.

26 8. In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently submitted to the
27 LWDA a file-stamped copy of the First Amended Complaint containing the Court-assigned case number.
28 To date, the LWDA has not sought to intervene in this action.

9. On March 11, 2025, the Court granted the Parties' Joint Stipulation to Arbitrate and Dismiss the Class Claims, leaving only the ninth cause of action for civil penalties pending before the Court. Thereafter, the Parties agreed to attend a private mediation to resolve Plaintiff's representative PAGA claims.

10. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Defendant argues all employees were properly paid for all hours worked and that it did not require or permit employees to work off-the-clock. As for the regular rate claim, Defendant argues there was no issue with paying employees the proper regular rate of pay because any additional remuneration was discretionary and thus, not required to be incorporated into the regular rate of pay. Defendant maintains all employees were provided with the opportunity to take all their code-compliant meal and rest breaks and that missed breaks, if any, were solely the result of employees' voluntary choice. As for the unreimbursed business expenses, Defendant maintains it did not require employees to incur any business-related expenses. To the extent employees received wage statements that were allegedly inaccurate, Defendant argues penalties are not warranted because employees suffered no actual damage or harm as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12-05860 CRB, 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) Additionally, Defendant alleges its good-faith belief that it paid all wages precludes the imposition of waiting time penalties because Plaintiff would be unable to show Defendant's alleged conduct was done willfully or knowingly. (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED CV 11-298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendant claims it did not engage in any unfair business practices and denies liability under PAGA. Defendant also maintains the claims are not susceptible to proof on a representative basis because of the individualized and varying nature of each employee's experience, making this matter unmanageable.

DISCOVERY AND INVESTIGATION

11. The Parties agreed to mediate the representative PAGA claims. The Parties engaged in informal discovery exchange prior to mediation. Defendant provided information and documents, which enabled Plaintiff's Counsel to meaningfully investigate Plaintiff's allegations and assess the value of the PAGA claims. Specifically, Defendant produced Plaintiff's personnel file and her time and payroll

1 records, documents regarding Defendant's written policies and practices in effect during the relevant
2 period, and sample of time and corresponding payroll records for approximately 20% of all Aggrieved
3 Employees.

4 12. Prior to mediation, Plaintiff's Counsel reviewed and analyzed all the information that Defendant
5 produced, including the time/pay records and Defendant's written policies, in conjunction with information
6 provided by Plaintiff. Plaintiff's Counsel retained an expert to analyze the time/pay records and prepare a
7 damage analysis prior to mediation. The time/pay records contained 9,502 shifts actually worked (roughly
8 20% of all shifts), which allowed the expert to prepare an analysis with a high degree of certainty. Further,
9 Plaintiff's Counsel investigated the applicable law regarding the claims and defenses asserted in this action.
10 Accordingly, Plaintiff's Counsel were able to evaluate the probability of success on the merits and
11 Defendant's monetary exposure. In sum, Plaintiff and her Counsel's familiarity with the facts of the case and
12 the legal issues involved allowed them to act intelligently in negotiating the Settlement.

13 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

14 13. On January 29, 2026, the Parties participated in a full day of private mediation facilitated by
15 Steve Serratore, Esq., an experienced PAGA action mediator. The negotiations were at arm's length and
16 although conducted in a professional matter, were adversarial. Both sides went into the mediation willing
17 to explore the potential for a settlement of the dispute, but they were also prepared to litigate their position
18 through trial and appeal if a settlement had not been reached. Negotiations were protracted, with extended
19 discussions and instances in which it appeared the Parties would not reach a resolution. Following a full
20 discussion of the strengths and weaknesses of the claims and defenses, the Parties ultimately reached a
21 resolution, the material terms of which are encompassed within the Settlement at issue.

22 14. In reaching a resolution, the Parties recognized that the issues presented in this action are
23 likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further
24 litigation will lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the
25 potential benefits of litigation. Plaintiff and her Counsel also considered the risk and uncertainty of the
26 outcome inherent in any litigation when determining whether this Settlement was the correct option. In
27 sum, Plaintiff and her Counsel believe the proposed Settlement is in the best interests of Aggrieved
28 Employees and the LWDA.

15. In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the proposed Settlement has been submitted to the LWDA along with a copy of Plaintiff's 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

16. Gross Settlement Amount, Funding, Disbursement, and Uncashed Checks. The Gross Settlement Amount (“GSA”) is a non-reversionary \$197,000.00, subject to potential increase under an Escalator Clause. (Settlement, ¶ 3.1.) No later than sixty-five (65) calendar days after the Effective Date,¹ Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator. (*Id.* at ¶ 4.2.) Disbursement will occur within 14 calendar days after Defendant fully funds the GSA. (*Id.* at ¶ 4.3.) For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after 180 days after date of mailing (the “void date”), the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. (*Id.* at ¶¶ 4.3.1, 4.3.3.)

17. Aggrieved Employee Size Estimates and Escalator Clause. The Parties agree that the settlement is based on an estimated total of 5,000 PAGA Pay Periods during the PAGA Period of December 7, 2023, through the date of preliminary approval. (*Id.* at ¶ 7.1.) In the event the actual number of PAGA Pay Periods exceeds 5,000 by more than fifteen percent (15%), (i.e., 5,750 PAGA Pay Periods), Defendant shall have the choice to either (a) proportionally increase the Gross Settlement Amount by the percentage increase in the number of PAGA Pay Periods in excess of 15%, or (b) move back the last date of the PAGA Period to the date on which the total PAGA Pay Periods reach 5,750 PAGA Pay Periods and the Gross Settlement Amount shall not be increased. (*Id.*) Upon review of the data provided by Defendant and determination of the total PAGA Pay Periods, the Administrator shall advise Defense Counsel and PAGA Counsel of whether this provision is triggered and Defendant shall make its election as to an increase in the Gross Settlement Amount or reduction of the PAGA Period, as provided above, within five business days of the Administrator's

¹ “Effective Date” means the later of (a) 60 days after entry of Judgment if no appeal is filed, or (b) final resolution of any appeal in a manner that does not materially alter the terms of this Agreement. (Settlement, ¶ 1.11.)

1 advisement. (*Id.*) If such period passes without an election by Defendant, the Administrator shall assume that
2 Defendant has elected to limit the PAGA Period as described in (b) in this provision and proceed accordingly.
3 (*Id.*)

4 18. Enhancement Award. The Settlement includes an Enhancement Award to Plaintiff in an amount
5 up to \$6,000.00, payable from the GSA. (*Id.* at ¶ 3.1.4.) This award is in recognition of her efforts in
6 prosecuting the Action. (*Id.* at ¶ 1.12.) Any portion of the enhancement award not approved by the Court
7 shall revert to the PAGA settlement fund and be distributed in accordance with the Settlement. (*Id.*)

8 19. PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment. The Settlement includes
9 attorneys' fees in an amount not more than one-third of the GSA (i.e., at least \$65,666.66), plus
10 reimbursement for out-of-pocket litigation costs not to exceed \$30,000.00, payable to Plaintiff's Counsel
11 from the GSA. (*Id.* at ¶ 3.1.1.) If the Court approves a PAGA Counsel Expenses Payment and/or a PAGA
12 Counsel Fees Payment in amounts less than requested, the Administrator will allocate the remainder to the
13 Net Settlement Amount. (*Id.*) My firm has incurred \$24,492.23 in litigation costs. A true and correct copy of
14 a report showing these costs is attached hereto as **Exhibit 4**.

15 20. Administration Expenses Payment. The Settlement provides an Administration Expenses
16 Payment to the Settlement Administrator, payable from the GSA, in an amount not more than \$6,000.00, for
17 its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.1.2.) To the extent the Administration
18 Expenses Payment is less or the Court approves payment less than \$6,000.00 the Administrator will retain
19 the remainder in the Net Settlement Amount. (*Id.*) The Parties jointly selected APEX Class Action
20 Administration ("APEX") as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.2.) A true and correct
21 copy of Apex's bid for \$6,000.00 is attached hereto as **Exhibit 5**.

22 21. Net Settlement Amount. Net Settlement Amount" means the Gross Settlement Amount less the
23 following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel
24 Expenses Payment, PAGA Counsel Fees Payment, Enhancement Award to Plaintiff, and Administration
25 Expenses Payment. (*Id.* at ¶ 1.18.) The remainder is to be paid to Aggrieved Employees as Individual PAGA
26 Payments. (*Id.*) Accordingly, the Net Settlement Amount is estimated to be no less than **\$94,841.11**,² which

27 _____
28 ² The estimated Net Settlement Amount was calculated by deducting the following amounts from the
GSA (\$197,000.00): \$6,000.00 for the Enhancement Award, \$24,492.23 for the PAGA Counsel Expenses

1 will be distributed 65% (i.e., no less than 65% * \$94,841.11 = **\$61,646.72**) to the LWDA and 35% (i.e., no
2 less than 35% * \$94,841.11 = **\$33,194.39**) to Aggrieved Employees pursuant to PAGA law governing
3 Plaintiff's claims.

4 22. Individual PAGA Payments. Each Aggrieved Employee will be entitled to his or her pro rata
5 amount from the 35% share of PAGA Penalties that is directly proportional to the number of pay periods
6 worked in the PAGA Period without having to submit any claim form. (*Id.* at ¶¶ 1.14, 3.1, 3.1.3.1.) This
7 results in an average Individual PAGA Payment of roughly **\$189.68** for each of the estimated 175
8 Aggrieved Employees (\$33,194.39 / 175), and a PAGA Pay Period value of **\$6.64** for each of the 5,000
9 estimated PAGA Pay Periods (\$33,194.39 / 5,000). The Individual PAGA Payments shall be allocated
10 100% as penalties. (*See id.* at ¶ 3.1.3.1.)

11 23. Releases of Claims. Effective on the date Defendant fully funds the Gross Settlement Amount,
12 Plaintiff and the LWDA and its respective former and present representatives, agents, attorneys,
13 administrators, successors, and assigns, will be deemed to release the Released Parties from (i) all PAGA
14 claims asserted in the operative Complaint and PAGA Notice(s), (ii) all PAGA claims that could have
15 reasonably been asserted in the operative Complaint and PAGA Notice(s) based on the facts alleged, and
16 (iii) all PAGA claims arising out of the same operative facts alleged in the operative Complaint and PAGA
17 Notice, including claims for civil penalties under PAGA for violations of the California Labor Code. (*Id.*
18 at ¶ 5.1.)

19 24. No Related Cases. To the best of my knowledge, there is no other pending litigation involving
20 similar claims against Defendant that may be impacted by approval of the Settlement at issue, nor has
21 Defendant pointed to any. I have come to this conclusion after a reasonable inquiry and review of the
22 LWDA's PAGA Case Search website, this Court's case search website, and other information reasonably
23 available online.

24 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

25 25. There can be no doubt that this Settlement is the result of vigorous, adversarial, non-collusive,
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27 _____
28 Payment, \$65,666.66 for the PAGA Counsel Fees Payment, and \$6,000.00 for the Administration Expenses
Payment. (*See Id.* at ¶ 3.1., *et seq.*)

1 and arm's-length negotiations between the Parties. Based on Plaintiff's Counsel's analysis of the arguments
2 and information provided by Defendant, on an expert analysis of the time and pay records, and on information
3 from Plaintiff, Plaintiff's Counsel evaluated Defendant's both maximum and risk-adjusted potential exposure
4 in preparation for mediation. Although the expert's analysis revealed that the time and pay records supported
5 several violations by Defendant, those identifiable violations were primarily limited to the regular rate and
6 meal period claims. The records themselves did not provide strong support for the rest break, off-the-clock
7 work, and expense reimbursement claims, and derivative penalties for those claims, as these claims are
8 predominantly testimony based. In other words, Plaintiff's analysis revealed that certain claims were not as
9 strong as originally believed.

10 26. Because Defendant did not require employees to record rest periods, there are no records to
11 establish the rest period claim on the merits. Additionally, there are no records to establish the off-the-clock
12 work and reimbursement claims on the merits. Rather, proof of these claims would need to be supported by
13 declarations from Aggrieved Employees regarding missed rest periods and off-the-clock work as the
14 records themselves cannot demonstrate what breaks were missed, when, and why, what expenses were
15 incurred by Aggrieved Employees, and they cannot demonstrate the time, if any, Aggrieved Employees
16 spent working off the clock.

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

27 28. Even as to the regular rate and meal period claims, our analysis found that Defendant's exposure
28 is less than initially believed. While a review of the time and pay records shows 44.9% unique meal break

1 violations for shifts over five hours, the records also show that nearly each violation was accompanied by a
2 meal waiver (i.e., 43.1% of meal break violations for shifts over 6 hours have waivers). Defendant argues
3 that its payment of meal premiums and use of meal waivers indicate that it did not intentionally fail to provide
4 Aggrieved Employees with meal breaks. Defendant also argues that many meal breaks were taken and,
5 where a violation appears, it was a result of the Aggrieved Employee voluntarily choosing to forego a meal
6 period, to take it after the end of the fifth hour, or to stop his or her break early to return to work. As to the
7 regular rate issue, Plaintiff's expert found that while 40.6% of pay periods included overtime and additional
8 compensation, only 1.9% of pay periods included sick pay and additional compensation. Accordingly, to the
9 extent Defendant failed to incorporate any additional remunerations into the regular rate of pay for purposes
10 of paying overtime and sick pay, which Defendant denies, such failure resulted in minimal underpayment to
11 the Aggrieved Employees. Additionally, the violation rates assume that the bonuses were non-discretionary,
12 which Defendant disputes.

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

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

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

32. Based on the foregoing, Plaintiff's 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 5,000 pay periods at issue, as opposed to a claim-by-claim approach. Accordingly, Plaintiff's Counsel estimate Defendant's maximum PAGA exposure to be **\$500,000.00** (\$100.00 x 5,000). However, based on the discovery, Defendant's 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 half of all pay periods, which results in a realistic (*risk-adjusted*) exposure of **\$250,000.00** (\$500,000.00 / 2). As a result, the GSA of \$197,000.00 represents approximately **79%** of the realistic exposure (\$197,000.00 / \$250,000.00).

33. 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 \$197,000.00 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"].)

34. The \$197,000.00 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.

35. 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, Defendant has had to hire legal counsel, engage in employee-wide discovery, and participate in mediation. Assuming approval is granted, Defendant will also have to pay civil penalties pursuant to PAGA. Not including its own attorneys' fees and costs, Defendant will pay at least \$197,000.00 to resolve this matter—of which at least \$94,841.11 is

1 allocated toward PAGA Penalties and will be distributed as 65% to the LWDA and 35% to Aggrieved
2 Employees, in compliance with PAGA law governing the claims in this Action. (*See* Settlement, ¶¶ 1.25,
3 3.1.3.) This amount represents roughly **38%** of the realistic exposure for the claims (\$94,841.11 /
4 \$250,000.00), as discussed above. Additionally, the release obtained under the Settlement does not
5 preclude Aggrieved Employees from pursuing any individual (non-PAGA) claims they may have against
6 Defendant or the other Released Parties.

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

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

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

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

27 40. Plaintiff's Counsel took into account the risk of not being able to proceed on a representative
28 basis at all due to the potential manageability issues, the risk of not prevailing at trial, and the risk that even

1 if Plaintiff prevailed at trial, the penalties would be limited due to the largely discretionary nature of
2 awarding PAGA penalties. The provisions of the Labor Code triggering PAGA penalties in this case
3 include Labor Code sections 203, 210, 226, 558, 1197.1, and 2802. However, PAGA penalties are not
4 mandatory, but rather, permissive. (Lab. Code § 2699(e)(2).) Accordingly, it is entirely possible that even
5 if Plaintiff would be successful at trial, assuming she is first able to win on the merits regarding her
6 individual claims at arbitration and then defeat the manageability issues presented at litigation by the
7 number of Aggrieved Employees in this action, Plaintiff may still be awarded substantially less than what
8 was obtained through the Settlement.

9 41. The Settlement avoids the significant risks, burdens, and the accompanying expense of further
10 litigation. Though the Parties have engaged in a significant amount of investigation, informal discovery,
11 and employee data analysis, they have not conducted formal discovery procedures. Moreover, Plaintiff
12 would have to proceed with arbitration of her individual claims and win on the merits before proceeding
13 with litigation of the representative PAGA claims. Preparation for trial and the prospect of appeals in the
14 wake of any summary judgment ruling would remain for the Parties. As a result, the Parties would incur
15 considerably more attorneys' fees and costs through trial, a lengthy and uncertain process that could result
16 in recovering less than was settled for.

17 THE ENHANCEMENT AWARD SHOULD BE APPROVED

18 42. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated
19 immensely with my office and has taken many actions to protect the interests of the State of California and
20 the Aggrieved Employees. Plaintiff provided valuable information regarding her hours worked, and what
21 duties were performed during those hours. Plaintiff participated in decisions concerning this action, assisted
22 in preparation for the mediation, and searched for potential witnesses. Before we filed this action, Plaintiff
23 worked with my office to determine the viability of her claims. Plaintiff also provided information and
24 documents relating to her employment with Defendant. The information and documentation provided by
25 Plaintiff was instrumental in establishing the violations alleged in this action, and the recovery provided
26 for under the Settlement would have been impossible to obtain without her participation.

27 43. At the same time, Plaintiff faced many risks in adding herself as the PAGA Representative in
28 this matter. Plaintiff faces actual risks with her future employment, as putting herself on public record in

1 an employment lawsuit could also very well affect her likelihood for future employment. For example, a
2 search of Plaintiff's name will reveal this action, and as a result, many employers may likely forego hiring
3 Plaintiff upon learning she sued a former employer.

4 44. In turn, Aggrieved Employees will now be reimbursed civil penalties for wage violations they
5 may have never known about or been willing to pursue on their own. If each Aggrieved Employee would
6 have tried to pursue legal remedies on their own, that would have resulted in each having to expend a
7 significant amount of their own monetary resources and time, not to mention limited judicial resources,
8 which were obviated by Plaintiff putting herself on the line on behalf of the Aggrieved Employees and the
9 LWDA. Further, prior to executing the Settlement, Plaintiff carefully reviewed the document and asked
10 questions to ensure her understanding, including as to the total recovery and releases of claims.

11 45. In the final analysis, this representative action would not have been possible without the aid of
12 Plaintiff, who put her own time and effort into this litigation and placed herself at risk for the sake of the
13 State of California and the Aggrieved Employees. The requested enhancement award to Plaintiff for her
14 service as the PAGA Representative is a relatively small amount of money considering the time and effort
15 put into the litigation. For all the foregoing reasons, the requested enhancement to Plaintiff is reasonable.

16 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

1 49. My current billing rate is \$950.00 per hour, which is my usual hourly rate for wage and hour
2 litigations. A \$950 per hour rate is reasonable considering my years of experience practicing in the highly
3 specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
4 <http://www.laffeymatrix.com/see.html>, [last visited May 27, 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 HPL*
6 *Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey
7 Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate upwards
8 based on “locality pay differentials” and the location of counsel’s office in California to determine whether
9 counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate
10 based on an approximate difference of 9% between the locality pay differential of the District of Columbia
11 and San Francisco, California, where counsel’s office was located].) To determine the locality pay
12 differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the
13 federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on firm’s location in Los Angeles,
14 California, the current locality pay differential of the Los Angeles-Long Beach area is 36.47% and of the
15 Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%.
16 (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026 *with* Judiciary
17 Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the
18 Los Angeles-Long Beach and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit**
19 **7** and **Exhibit 8**, respectively. Based on my 17+ years of experience, my Laffey Matrix rate with a 2.53%
20 adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (*See* Ex. 6.) Accordingly,
21 my current billing rate of \$950 per hour is reasonable.

22 50. I am experienced in prosecuting and defending employment matters, particularly class actions
23 and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour,
24 and working conditions violations. In addition to the present case, I am also class counsel for other wage and
25 hour class action lawsuits pending in various California counties, including in state and federal courts. The
26 following is a list of some of our recent class action settlements that have received preliminary and final
27 approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel);
28 *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel);

1 *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v.*
2 *Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart*
3 *Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No.
4 BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No.
5 PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No.
6 BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC*
7 (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650;
8 lead counsel) (in approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show
9 that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current
10 rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No.
11 BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-
12 2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC
13 No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137)
14 (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class
15 size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx.
16 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size
17 approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260; lead
18 counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead
19 counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865)
20 (class size 435; lead counsel).

21 H. SCOTT LEVIANT’S EXPERIENCE AND QUALIFICATIONS

22 51. H. Scott Leviant is a Senior Counsel at Moon Law Group, PC. Mr. Leviant is a civil
23 litigator with over two decades of experience handling complex and class action matters. His practice
24 involves labor and employment class action lawsuits involving various violations of the California and
25 federal labor laws. He has extensive experience litigating in both federal and state courts.

26 52. Mr. Leviant received his undergraduate degree from Occidental College. Graduating cum
27 laude, he majored in economics and received a “minor” emphasis in mathematics. Along with his study of
28 economics and mathematics, Mr. Leviant also had an emphasis in physics. This combination of scientific

1 and economic education has been of assistance during his litigation of complex civil actions. He received
2 my Juris Doctor degree from the University of Southern California Law Center.

3 53. Mr. Leviant had been involved in the litigation of class actions since 1997, working as a
4 law clerk on a number of class action matters. Since 1999, He had participated as an attorney in the litigation
5 of hundreds of class actions, in California Superior Courts and in federal courts in California, Illinois, and
6 Louisiana. He emphasized litigation of wage and hour class actions beginning in 2005, but had focused on
7 complex litigation of different types at all times since 1999.

8 54. Dating back to 1999, some of the earliest cases in which Mr. Leviant contributed to his
9 then-firm's efforts as co-lead/liaison counsel include:

- 10 1) *In re Paradise Memorial Park Litigation*, Los Angeles Superior Court Lead
11 Case No. BC130375; and,
- 12 2) *In re Lincoln Memorial Park Litigation*, Los Angeles Superior Court Lead
13 Case No. BC133643.

14 55. Mr. Leviant had litigated contested class certification motions multiple times, prevailing
15 on many. Examples include the following:

- 16 1) In 2023, he certified a rest break claim against SMS Transportation, in the matter
17 of *Beard v. SMS Transportation*. Rest break claims are notably difficult to
18 certify.
- 19 2) In 2023, he certified a regular rate claim against Downtown Women's Center,
20 in the matter of *Evans v. Downtown Women's Center*.
- 21 3) In 2018, he certified wage and hour claims against Home Depot, in the matter
22 of *Utne v. Home Depot*, in the United States District Court, Northern District of
23 California. The contested certification resulted in a certified class of roughly
24 140,000 individuals.
- 25 4) In 2019, he certified a Fair Credit Reporting Act claim related to employment
26 background checks against Wal-Mart Stores, Inc., in the matter of *Pitre v. Wal-*
27 *Mart Stores, Inc.*, in the United States District Court, Central District of
28

1 California. The contested certification resulted in a certified class of over
2 5,000,000 individuals.

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

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

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

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

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

27 10) In approximately 2006, he fully briefed a contested class certification motion, in
28 the wage and hour matter of *Laliberte v. Pacific Mercantile Bank*, Superior

1 Court of California, County of Orange. Certification was denied. He appealed,
2 handling all briefing. The published opinion of *Laliberte v. Pacific Mercantile*
3 *Bank*, 147 Cal.App.4th 1 (2007), rev. denied, pet. for cert. den. resulted, and he
4 petitioned for a Writ of Certiorari related to certification due process issues.

- 5 11) In approximately 2008, he assisted with briefing of a contested class certification
6 motion, in the wage and hour matter, against the Automobile Club of Southern
7 California (AAA). A class was certified and the matter tried.

8 56. Mr. Leviant had prosecuted appeals in more than 20 class action matters alone, arguing before
9 the United States Court of Appeals for the Ninth Circuit Court and several of California's Courts of Appeal.
10 He had taken several appeals through to Petitions for Writs of Certiorari to the United States Supreme Court.
11 In connection with the appeals he handled, he participated in appeals resulting in decisions concerning or
12 relating to class actions or wage and hour issues. Among others, those include:

- 13 1) *Camp v. Home Depot, U.S.A., Inc.*, 84 Cal. App. 5th 638 (October 24, 2022), rev.
14 granted (February 1, 2023);
15 2) *Donohue v. AMN Services, Inc.*, (February 25, 2021) (amicus counsel)
16 3) *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. Jan. 29,
17 2019), pet. for rehearing and pet. for *en banc* rehearing den.;
18 4) *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), as modified on denial
19 of reh'g (Aug. 29, 2018);
20 5) *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir. 2014);
21 6) *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal. App. 4th 1524 (2009), pet. for rev.
22 denied;
23 7) *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007), rev. denied, pet.
24 for cert. denied;
25 8) *Alvarez v. May Dept. Stores Co.*, 143 Cal. App. 4th 1223 (2006), rev. denied, pet.
26 for cert. denied;
27 9) *Johnson v. Glaxosmithkline, Inc.*, 166 Cal. App. 4th 1497 (2008), rev. denied;
28

- 10) *Howard, et al. v. America Online, Inc.*, 208 F.3d 741 (9th Cir. 2000), pet. for cert. denied;
- 11) *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011) (amicus counsel); and
- 12) *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.

57. 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.

58. 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.

59. In addition to Mr. Leviant’s work on complex litigation matters and class actions, he authored published articles and columns on issues related to class actions and other litigation issues, including:

- 1) H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J. 18 (2006), at <http://blj.ucdavis.edu/article.asp?id=636> (May 1, 2006);
- 2) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Where Troester Stops Not Even Troester Knows*, DAILY JOURNAL (Los Angeles), July 2, 2019;
- 3) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Unaccounted Time: Reading the*

- 1 *Tea Leaves of Troester*, DAILY JOURNAL (Los Angeles), September 12, 2018;
- 2 4) Dennis F. Moss and H. Scott Leviant, *Class Actions: One step forward after two*
- 3 *steps back*, DAILY JOURNAL (Los Angeles), January 11, 2012;
- 4 5) H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY JOURNAL (Los
- 5 Angeles), December 28, 2010;
- 6 6) H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los Angeles), April 21,
- 7 2010;
- 8 7) H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class Action*
- 9 *Defense?*, FORUM, January/February 2009
- 10 8) H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-2010 (Ongoing
- 11 series);
- 12 9) H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to Bind Judiciary*,
- 13 Daily Journal (San Francisco), March 15, 2010;
- 14 10) H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los Angeles),
- 15 December 2, 2009;
- 16 11) H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15, 2008;
- 17 12) H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los Angeles),
- 18 May 4, 2007;
- 19 13) H. Scott Leviant, *A Bad Meal Deal: 'Brinker' Gets the Incentive Question Wrong*,
- 20 DAILY JOURNAL (Los Angeles), August 6, 2008;
- 21 14) H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage Cases*,
- 22 FORUM, January/February 2008;
- 23 15) H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional Element in*
- 24 *a Comprehensive Litigation Plan*, ADVOCATE, April 2006; and
- 25 16) H. Scott Leviant, *Improving Rule 12(b)(6) survival odds: Some considerations*
- 26 *for effective RICO pleading*, CIVIL RICO REPORT, Volume 15, Number 22, April
- 27 26, 2000 (LRP Publications).

28 60. In addition to publications in industry newspapers, periodicals and journals, Mr. Leviant is

1 the Supervising Editor, primary author and founder of the legal blog The Complex Litigator
2 (<http://www.thecomplexlitigator.com>). The Complex Litigator reports and comments on news and topics
3 relevant to class action and complex litigation practice, with a primary emphasis on wage and hour litigation
4 issues. Through his blog, Mr. Leviant also, on occasion, published podcasts of round table discussions with
5 preeminent members of the wage and hour practice bar on both the plaintiff and defense sides. His blog has
6 been cited to the California Supreme Court in at least one Petition for Review. The Complex Litigator has
7 been in existence since 2008, having outlasted many other legal blogs, and it has a unique readership that
8 numbers in the tens of thousands.

9 61. Mr. Leviant also lectured on issues related to class actions and complex litigation, including
10 the following educational seminars:

- 11 i. *Strategies for Settlement of Individual and Wage & Hour Class Actions*,
12 Bridgeport's Eighth Annual Wage & Hour Litigation Conference (December 16,
13 2011)
- 14 ii. *The Year in Review – Staying Abreast of Current Cases*, Consumer Attorneys of San
15 Diego Class Action Symposium (October 14, 2011)
- 16 iii. *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's Mid Year
17 Wage & Hour Litigation Conference (June 3, 2011)
- 18 iv. *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden State
19 Antitrust and Unfair Competition Law Institute (October 21, 2010)
- 20 v. *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference (October
21 2, 2010)
- 22 vi. *Word v. WordPerfect Software, Tips, Tools and Tricks*: Legal Technology for
23 Plaintiffs Employment Lawyers (September 30, 2010)
- 24 vii. *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19, 2010)
- 25 viii. *20 Tips for Successful Navigation of e-Discovery Requirements*, Los Angeles
26 County Bar Association's Thirtieth Annual Labor and Employment Law
27 Symposium (March 31, 2010)
- 28

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)

62. 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).

63. Mr. Leviant had been selected to Super Lawyers from 2012-2024, achieving that professional recognition for more than a decade. He was selected for the Rising Stars edition of Super Lawyers in 2009.

64. Mr. Leviant's current billing rate is \$975.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Leviant's 20+ years of experience out of law school, his Laffey Matrix rate with a 2.53% adjustment is \$1,258.04 per hour (\$1,227 Laffey Matrix rate + (2.5% x \$1,227)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Leviant's billing rate of \$975.00 per hour is reasonable.

MARIAM GHAZARYAN'S EXPERIENCE AND QUALIFICATIONS

65. Mariam Ghazaryan received a Bachelor of Arts in Political Science and a minor in International Studies from the University of California, Irvine in 2017, and a Juris Doctorate from Southwestern Law School in 2021. In law school, Ms. Ghazaryan served as a Judicial Extern for the Honorable Michael R. Amerian of the Los Angeles County Superior Court and Articles Editor of the Southwestern Journal of

1 International Law. Ms. Ghazaryan was published in the Southwestern Journal of International Law, Volume
2 21, No.1, 2021.

3 66. Ms. Ghazaryan became an Active Member of the State Bar of California in November 2021
4 and has been an Active Member in good standing continuously since. Ms. Ghazaryan is also a member in
5 good standing with the United States District Court for the Central, Eastern, Southern, and Northern Districts
6 and was selected by Super Lawyers as a “Southern California Rising Star” in 2024.

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

11 68. Ms. Ghazaryan’s current billing rate is \$700.00 per hour, which is her usual hourly rate
12 in wage and hour litigations. Based on Ms. Ghazaryan’s nearly 4 years of experience, her Laffey
13 Matrix rate with a 2.53% adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x
14 \$625)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering her experience,
15 Ms. Ghazaryan’s billing rate of \$700.00 per hour is reasonable.

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

- 20 (a) *Duran v. Sun Valley Group* [certification was granted on multiple wage and hour
21 claims against Sun Valley Group];
22 (b) *Beard v. SMS Transportation* [certification was granted for a rest break claim
23 against SMS Transportation. Rest break claims are notably difficult to certify]; and
24 (c) *Evans v. Downtown Women’s Center* [certification was granted for a regular rate
25 claim against Downtown Women’s Center]

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

1 PAGA COUNSEL’S EXPERIENCE AND QUALIFICATIONS

2 71. As demonstrated by the foregoing, my office is qualified to handle this litigation
3 because we are experienced in litigating Labor Code and Wage Order violations in individual, class,
4 and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel
5 in numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion
6 for settlement approval. Including myself, Moon Law Group, PC is currently comprised of roughly
7 35 attorneys, all of whom are actively and continuously practicing employment litigation,
8 representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions,
9 in this Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and
10 in various federal courts. The attorneys at my firm have a high level of skill, knowledge, and
11 experience in areas of wage-and-hour class and PAGA actions, and labor and employment law
12 generally, the substantive (state and federal) and procedural law of which is frequently.

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

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

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

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1 information and any other privileged information. As discussed below, application of a positive multiplier is
2 warranted—*but not requested*—in this case.

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

8 (a) Number of Hours Expended by My Office is Reasonable: As set forth in this declaration,
9 my office expended a significant amount of time litigating the case to achieve an excellent result on
10 behalf of the Aggrieved Employees. To date, my office has spent no less than **81.2 hours** litigating
11 this case. In the event the Court grants settlement approval, my office will spend additional time
12 related to this litigation, including to monitor administration of the settlement after approval,
13 committing no less, although likely more, than **10** hours to those additional tasks. The number of
14 hours that my office has and will devote to this case is reasonable. (*See, e.g., Ketchum III v. Moses*
15 (2001) 24 Cal.4th 1122, 1133 [fee award should be fully compensatory and, “absent circumstances
16 rendering the award unjust, an attorney fee award should ordinarily include compensation for *all* the
17 hours *reasonably spent*”] [emphasis in original]; *Serrano v. Unruh* (1982) 32 Cal. 3d 621, 624
18 [counsel are entitled to compensation for all hours reasonably expended]; *Hensley, supra*, 461 U.S.
19 at pp. 435–36; *Caudle v. Bristow Optical Co.* (9th Cir. 2000) 224 F.3d 1014, 1028; *Cabrales v. Cty.*
20 *of L.A.* (9th Cir. 1991) 935 F.2d 1050, 1052–53.) As discussed above, my office was required to
21 expend considerable time and resources to investigate, litigate, and successfully settle these claims
22 for the benefit of the Aggrieved Employees.

23 (b) The Attorneys’ Hourly Rates are Reasonable: “[T]he established standard when determining
24 a reasonable hourly rate is the ‘rate prevailing in the community for similar work performed by
25 attorneys of comparable skill, experience, and reputation.’” (*Camacho v. Bridgeport Fin., Inc.* (9th
26 Cir. 2008) 523 F.3d 973, 979 [quoting *Barjon v. Dalton* (9th Cir. 1997) 132 F.3d 496, 502].) This
27 rule applies even when, as here, the attorneys representing a named plaintiff perform the work on a
28 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

1 action cases” and finding that a multiplier of 1.22 would be “per se reasonable”].) Factors considered
2 in determining whether a lodestar multiplier is appropriate generally include: (1) the risks presented
3 by the contingent nature of the case; (2) the novelty and difficulty of the questions involved and the
4 skill requisite to perform the legal service properly; (3) the nature of the opposition; (4) the
5 preclusion of other employment by the attorney due to acceptance of the case; and (5) the result
6 obtained and the importance of the lawsuit to the public. (*Serrano v. Ivy Baker Priest* (1977) 20 Cal.
7 3d 25, 48–49 [hereinafter “*Serrano III*”].) All these factors favor approval of a multiplier along the
8 lines of those approved in the cases above. To date, my office has incurred no less than **\$68,432.50**
9 in attorneys’ lodestar fees, anticipates incurring at least another \$9,500.00 in lodestar fees, and has
10 advanced **\$24,492.23** in actual litigation costs. Thus, after reimbursement of our out-of-pocket
11 expenses, the fee request of \$65,666.66 represents a **negative** multiplier of the lodestar fees incurred
12 to-date in prosecuting this case. In other words, the lodestar is greater than the attorneys’ fee request.

13 1) *Risks presented by the contingent nature of the case:* The major
14 consideration in determining the necessity of a multiplier is the contingent nature of the
15 award. (*Ketchum III, supra*, 24 Cal.4th at pp. 1132–33; *see also Fischel, supra*, 307 F.3d at
16 p. 1008.) In determining what multiplier to award, the probability of success must be
17 assessed *ex ante*, that is, as viewed from the outset of the case. (*See, e.g., Harman v.*
18 *Lyphomed, Inc.* (7th Cir. 1991) 945 F.2d 969, 976.) Further, the possibility of no recovery is
19 only one of the uncertainties involved in taking on such a case. Other uncertainties are the
20 amount that will be recovered, uncertainty as to the cost, both in effort and expenses, and
21 uncertainty about how much time will pass before the recovery is obtained. (*See, e.g.,*
22 *Ketchum*, 24 Cal.4th at pp. 1132–1133, 1138.) My office’s outlay of time and money in this
23 case has been significant. In all, my office has spent *no less than* **81.2** hours to date
24 investigating, analyzing, researching, litigating, and negotiating a favorable resolution of this
25 case, in addition to *a minimum of* **10** hours that will be spent following final settlement
26 approval, including to monitor settlement administration and distribution of funds, and has
27 incurred \$24,492.23 in necessary litigation costs. Unsettled legal issues also presented risks
28 to the claims in this case. My office bore the substantial risk of an uncertain outcome in

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

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

21 3) *Vigorous opposition by Defendant:* Counsel who skillfully overcome
22 difficult issues or uncompromising opposition in the litigation are entitled to a fee
23 enhancement. (*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 to
25 litigate her individual and class action claims. The settlement effort was protracted, with
26 extended discussions and instances in which it appeared the Parties would not reach a
27 settlement. Further, proceeding to arbitration, and if successful, then trial would have added
28 years to the resolution of this case because of the difficult legal and factual issues raised and

1 the likelihood of appeals. Indeed, even if Plaintiff prevailed on the representative PAGA
2 claims at trial, assuming she was first successful at arbitration, Defendant would likely have
3 mounted an appeal.

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

9 5) *The result obtained would justify an enhancement:* The results obtained in
10 litigation can properly be used to enhance a lodestar calculation where an exceptional effort
11 produced excellent results. (*Graham, supra*, 34 Cal.4th at p. 582.) Here, the final maximum
12 settlement figure is **\$197,000.00**, which represents roughly **79%** of the total realistic
13 recovery. Considered against the size of the Aggrieved Employees, the risks posed by
14 continued litigation, and the importance of the employment rights and a speedy recovery,
15 the relief provided under the Settlement represents a very strong result for the Aggrieved
16 Employees and LWDA.

17 6) *The use of a multiplier is permitted in PAGA actions:* PAGA provides that
18 “[a]ny employee who prevails in any action shall be entitled to an award of reasonable
19 attorney’s fees and costs.” (Lab. Code § 2699(k)(1).) Although, PAGA does not provide a
20 specific standard for evaluating attorneys’ fees in connection with a settlement of PAGA
21 claims, California Courts have employed a lodestar analysis and use of multipliers for this
22 purpose. “Where a settlement produces a common fund for the benefit of the entire class,
23 courts have discretion to employ either the lodestar method or the percentage-of-recovery
24 method. . . . To guard against an unreasonable result, the Ninth Circuit encourages district
25 courts to “cross-check[] their calculations against a second method. . . . Accordingly, the
26 Court calculates attorneys’ fees in the instant case using the percentage-of-recovery method
27 and then cross-checks its calculations against the lodestar method.” (*Hermosillo v. Davey*
28 *Tree Surgery Co.* (N.D. Cal. July 7, 2021) No. 18-CV-00393-LHK, 2021 WL 2826697, at

1 *1 [quoting *In re Bluetooth Headset Prods. Liab. Litig.* (9th Cir. 2011) 654 F.3d 935, 942,
2 944–45].)

3 81. I am informed and believe that the fees and costs provision under the Settlement is reasonable.
4 My office invested significant time and resources into the case, with payment deferred to the end of the case,
5 and then, of course, contingent on the outcome.

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

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

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

- 25 a. Numerous interviews with Plaintiff and review of documents provided by her;
- 26 b. Legal research and investigation regarding the Defendant's practices at numerous points in
27 the litigation;
- 28 c. Preparation and submission of Plaintiff's PAGA Notice;

- d. Preparation of multiple drafts of the original class action complaint and subsequent amended complaint, as well as finalization and filing of said complaints;
- e. Extensive meet-and-confer discussions with Defendant's counsel regarding the arbitration agreement and the impact on Plaintiff's class action claims;
- f. Informal 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. Contacting witnesses;
- j. Research and preparation of Plaintiff's mediation brief;
- k. Attendance and active participation at a full day of mediation;
- l. Drafting, negotiating, and reviewing multiple drafts of the Settlement and its attachment;
- 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 throughout the case.

85. As of the drafting of this motion, my office has incurred **\$24,492.23** 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's PAGA Notice to the LWDA;
- (b) "One Legal- Complaint": the initial case filing fee for initiating Plaintiff's action;
- (c) "Berger Consulting Group": costs of expert review of discovery for mediation;
- (d) "Steve Serratore Mediator": a one-time cost for mediation services;
- (e) "Tristar Investigation": costs for employee and potential witness information;

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

3 86. We anticipate incurring additional costs up to and after Settlement approval, including filing
4 costs for the approval motion and any notice of entry of approval order and judgment. However, at this time,
5 we are only requesting reimbursement of our to-date costs (\$24,492.23). Moreover, because our costs are
6 below the maximum allocation (\$30,000.00) under the Settlement, the difference (\$30,000.00 - \$24,492.23
7 = \$5,507.77) will revert to PAGA Penalties. (Settlement, ¶ 3.1.1.) I respectfully submit that our
8 reimbursement request is fair and reasonable.

9 87. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has
10 been reached that includes a non-reversionary payment by Defendant of at least \$197,000.00 to compensate
11 Aggrieved Employees for Defendant's alleged employment practices. I am informed and believe that, without
12 the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in this action would
13 have gone completely unremedied.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
15 and correct. Executed on May 27, 2026, at Los Angeles, California.

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17 _____
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