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23 MARIA RODAS and CARINA ALFARO

24 UNITED STATES DISTRICT COURT  
25 CENTRAL DISTRICT OF CALIFORNIA

26 MARIA RODAS and CARINA  
27 ALFARO, individually and on behalf  
28 of other persons similarly situated,

Plaintiff,

vs.

FLYING FOOD GROUP, LLC; and  
DOES 1 through 10.

Defendants.

Case No. 2:19-cv-436-AB-GJSx

CLASS ACTION

**PLAINTIFFS' MOTION FOR AN  
AWARD OF FEES, COSTS AND  
ENHANCEMENT PAYMENTS IN  
CONNECTION WITH FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: July 12, 2024  
Time: 10:00 a.m.  
Ctrm: 7B (1<sup>st</sup> Street) via Zoom

24  
25 Please take notice that, on July 12, 2024, at 10:00 a.m. or as soon thereafter as  
26 counsel may be heard, in Courtroom 7B of the United States Courthouse for the United  
27 States District Court, Central District of California, located at 350 West First Street, Los  
28 Angeles, California, plaintiffs Maria Rodas and Carina Alfaro (“Plaintiffs”) will and

1 hereby do move for an order awarding them \$300,000 in attorney’s fees, \$19,288.71 in  
2 litigation costs, an enhancement payment of \$9,000 to Plaintiff Rodas, and an  
3 enhancement payment of \$5,000 to Plaintiff Alfaro, in connection with final approval of  
4 the class action settlement reached with defendant Flying Food Group, LLC  
5 (“Defendant”), which was preliminarily approved by the Court on March 11, 2024 (the  
6 “Settlement”).

7 Plaintiffs’ motion is made under Rule 23(h) of the Federal Rules of Civil  
8 Procedure on the grounds the amounts for attorney’s fees, litigation costs, and  
9 enhancement payments requested by Plaintiffs are reasonable, and is based on this  
10 Notice; the Memorandum of Points and Authorities, Declaration of Gregory N. Karasik,  
11 Declaration of Sahag Majarian II, Declaration of Kane Moon, Declaration of Maria  
12 Rodas, and Declaration of Carina Alfaro submitted herewith; all other pleadings and  
13 papers on file in this action; and any oral argument or other matter that may be  
14 considered by the Court.

15 This motion is made in accordance with the Settlement and Defendant does not  
16 intend to oppose Plaintiffs’ motion.

17  
18 Dated: April 29, 2024

KARASIK LAW FIRM  
LAW OFFICE OF SAHAG MAJARIAN, II  
MOON LAW GROUP PC

19  
20  
21 By *s/ Gregory N, Karasik*  
22 Gregory N. Karasik  
23 Attorneys for Plaintiffs  
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23 MARIA RODAS and CARINA ALFARO

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25 CENTRAL DISTRICT OF CALIFORNIA

26 MARIA RODAS and CARINA  
27 ALFARO, individually and on behalf  
28 of other persons similarly situated,

Plaintiff,

vs.

FLYING FOOD GROUP, LLC; and  
DOES 1 through 10.

Defendants.

Case No. 2:19-cv-436-AB-GJSx

CLASS ACTION

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
PLAINTIFFS' MOTION FOR AN  
AWARD OF FEES, COSTS AND  
ENHANCEMENT PAYMENTS IN  
CONNECTION WITH FINAL  
APPROVAL OF CLASS ACTION  
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1 **INTRODUCTION**

2 Plaintiffs Maria Rodas and Carina Alfaro (“Plaintiffs”) assert class action claims  
3 against defendant Flying Food Group, LLC (“Defendant”) for failure to pay minimum  
4 wages as a result of allegedly uneven rounding practices, failure to pay overtime wages  
5 as a result of allegedly uneven rounding practices, failure to pay overtime wages as a  
6 result of not calculating correctly the regular rate of pay of employees who received  
7 shift pay, failure to provide accurate wage statements to employees who were not paid  
8 all wages owed to them, failure to indicate on wage statements to employees who  
9 received shift pay the number of hours worked or the hourly rate of pay with respect to  
10 their shift pay, and failure to pay all wages owed to employees upon termination. After  
11 years of efforts to resolve these claims, which were hampered by the disruption of  
12 Defendant’s business due to the Covid 19 pandemic, the parties ultimately reached  
13 agreement on a class action settlement (the “Settlement”). The Court preliminarily  
14 approved the Settlement on March 11, 2024 and preliminarily certified a Settlement  
15 Class comprised of approximately 4,337 persons and a Shift Pay Subclass comprised of  
16 approximately 708 persons. (Karasik Decl. ¶ 6).

17 Pursuant to the Settlement, Defendant will pay on a non-reversionary basis the  
18 Gross Settlement Amount of \$1,200,000; members of the Settlement Class will receive  
19 37.5% of the net settlement amount; members of the Shift Pay Subclass will receive  
20 62.5% of the net settlement amount; and Defendant will not object to Plaintiffs’ requests  
21 for attorney’s fees up to \$300,000 (25% of the Gross Settlement Amount), litigation  
22 costs up to \$20,000, an enhancement payment to Plaintiff Rodas of up to \$9,000, or an  
23 enhancement payment to Plaintiff Alfaro of up to \$5,000. (Karasik Decl. ¶ 6).

24 In accordance with the Court’s preliminary approval order, Plaintiffs now move  
25 under Rule 23(h) of the Federal Rules of Civil Procedure for an award of attorney’s  
26 fees, costs and enhancement payments. For the reasons set forth below, the amounts of  
27 fees, costs and enhancement payment requested by Plaintiffs are reasonable, and should  
28 be awarded in connection with final approval of the Settlement.

1 **I. THE AMOUNT OF ATTORNEY’S FEES REQUESTED BY PLAINTIFFS**  
2 **IS REASONABLE**

3 Pursuant to Rule 23(h) of the Federal Rules of Civil Procedure, a court may  
4 award “reasonable attorney’s fees” that are “authorized by law or by the parties’  
5 agreement.” Here, Defendant has agreed not to oppose a request by Plaintiffs for fees  
6 up to the amount of \$300,000 which is equal to 25% of the Gross Settlement Amount of  
7 \$1,200,000. The amount of fees requested by Plaintiffs is consistent with the parties’  
8 agreement and, under the circumstances of this case, reasonable.

9 The Ninth Circuit has established the rate of 25% as the “benchmark” for an  
10 award of attorney’s fees in common fund cases. *See, Paul, Johnston, Alston & Hunt v.*  
11 *Grauly* (9<sup>th</sup> Cir. 1989) 886 F.2d 268, 272; *Six (6) Mexican Workers v. Arizona Citrus*  
12 *Growers* (9<sup>th</sup> Cir. 1990) 904 F.2d 1301, 1311; *Hanlon v. Chrysler Corp.* (9<sup>th</sup> Cir. 1998)  
13 150 F.3d 1011, 1029; *In re Pacific Enterprises Security Litigation* (9<sup>th</sup> Cir. 1995) 47 F.3d  
14 373, 379; *Vizcaino v. Microsoft Corp.* (9<sup>th</sup> Cir. 2002) 290 F.3d 1043, 1047; *Staton v.*  
15 *Boeing Co.* (9<sup>th</sup> Cir. 2003) 327 F.3d 938, 968. Here, the common fund is \$1,200,000 and  
16 Plaintiffs request for fees equal to 25% of the common fund does not exceed the  
17 benchmark rate of 25%.

18 A lodestar analysis in this case also supports the conclusion that the amount of  
19 fees requested by Plaintiffs is reasonable. As set forth in the declaration of Plaintiffs’  
20 counsel, a lodestar calculation reflects that Plaintiffs’ request for fees results in a  
21 lodestar multiplier of approximately 1.4 (Karasik Decl. ¶ 8). A lodestar multiplier of 1.4  
22 falls well within the range of lodestar multipliers typically applicable to attorney’s fees  
23 award in wage and hour class actions, which are usually between 1 and 3 and sometimes  
24 greater than 4. (Karasik Decl. ¶ 9). *See, e.g., Craft v. County of San Bernardino* (C.D.  
25 Cal. 2008) 628 F.Supp.2d 1113, 1125 (multiplier of 5.2); *In re Merry-Go-Round*  
26 *Enterprises, Inc.* (Bankry. D. Md. 2000) 244 B.R. 327 (multiplier of 19.6); *Stop & Shop*  
27 *Supermarket Co. v. SmithKline Beecham Corp.* (E.D. Pa. 2005) 2005 WL 123926  
28 (multiplier of 15.6); *In re Rite Aid Corp. Sec. Litigation* (E.D. Pa. 2001) 146 F.Supp.2d

1 706 (multiplier of 4.5 – 8.5); *In re Cendent Corp. PRIDES Litigation* (3d Cir. 2001) 243  
2 F.3d 722, 732 (multiplier of 7); *In re Rite Aid Corp. Sec. Litigation* (E.D. Pa. 2005) 362  
3 F.Supp.2d 587 (multiplier of 6.96); *In re Charter Communications, Inc. Securities*  
4 *Litigation* (E.D. Mo. 2005) 2005 WL 4045741 (multiplier of 5.61); *In re Beverly Hills*  
5 *Fire Litigation* (E.D. Ky. 1986) 639 F.Supp. 915 (multiplier of 5); *Steiner v. American*  
6 *Broadcasting Co.* (9<sup>th</sup> Cir. 2007) 248 Fed.Appx. 780, 783 (multiplier of 6.85).

7 In light of how much time their counsel devoted to this case, Plaintiffs' request  
8 for \$300,000 in attorney's fees, which is equal to 25% of the Gross Settlement Amount  
9 in accordance with the 9<sup>th</sup> Circuit's benchmark, is eminently reasonable.

### 10 **III. THE AMOUNT OF LITIGATION COSTS REQUESTED BY PLAINTIFFS** 11 **IS REASONABLE**

12 Plaintiffs request an award of costs in the amount of \$19,288.71 which is less than  
13 the limit of \$20,000 set forth in the Settlement. The declarations from Plaintiffs'  
14 counsel substantiate that these costs were incurred (Karasik Decl. ¶ 10) and there is no  
15 basis for disputing their reasonableness.

### 16 **IV. THE AMOUNTS OF ENHANCEMENT PAYMENTS REQUESTED BY** 17 **PLAINTIFF ARE REASONABLE**

18 Plaintiff Rodas requests an enhancement payment in the amount of \$9,000 and  
19 Plaintiff Alfaro requests an enhancement payment in the amount of \$5,000. These  
20 requests comport with ample precedent. "It is well established in this circuit that named  
21 plaintiffs in a class action are eligible for reasonable incentive payments, also known as  
22 service payments." *Wren v. RGIS Inventory Specialists* (N.D. Cal. 2011) 2011 WL  
23 1230826, at \*31. As the Ninth Circuit has observed, incentive payments to named  
24 plaintiffs are now "fairly typical." *Rodriguez v. West Publishing Corp.* (9<sup>th</sup> Cir. 2009)  
25 563 F.3d 948, 958.

26 The amount of enhancement sought by Plaintiff Rodas is well deserved in light of  
27 the risks of litigation she faced, the substantial length of time she has devoted to this case  
28 since its inception in November 2019, and the excellent result reflected by the Settlement.

1 (Karasik Decl. ¶ 11). Members of the Settlement Class recovered more than 80% of the  
2 value of their rounding claims, and members of the Shift Pay Subclass recovered more  
3 than 25% of the value of their wage statement claims. In light of the above, the request  
4 of Plaintiff Rodas for an enhancement of \$9,000, which is only 0.75% of the Gross  
5 Settlement Amount, is very reasonable. Indeed, courts commonly award enhancement  
6 payments that reflect a much higher percentage of the gross settlement amount. For  
7 example, in *Frank v. Eastman Kodak Co.* (W.D. N.Y. 2005) 228 F.R.D. 174, the court  
8 awarded an enhancement of \$10,523.37 to the named plaintiff, which was equal to 8.4%  
9 of the gross settlement amount of \$125,000.

10 The request of Plaintiff Alfaro for an enhancement payment of \$5,000 is likewise  
11 reasonable because she faced the same risks of Plaintiff Rodas and achieved the same  
12 excellent results (Karasik Decl. ¶ 11). Plaintiff Alfaro does not deserve an award as high  
13 as requested by Plaintiff Rodas because she has spent less time than Plaintiff Rodas  
14 devoted to litigation against Defendant. Whereas Plaintiff Rodas filed her lawsuit against  
15 Defendant in November 2018, Plaintiff Rodas filed her lawsuit against Defendant in  
16 October 2021. Under the circumstances, awarding Plaintiff Alfaro an enhancement  
17 payment of approximately 0.42% of the Gross Settlement Amount is reasonable.

18 **CONCLUSION**

19 Plaintiffs respectfully request the Court, in connection with final approval of the  
20 Settlement, to award Plaintiffs the full amounts of costs, fees and enhancement  
21 payments requested.

22  
23 Dated: April 29, 2024

KARASIK LAW FIRM  
LAW OFFICE OF SAHAG MAJARIAN, II  
MOON LAW GROUP PC

24  
25  
26 By s/ Gregory N, Karasik  
Gregory N. Karasik  
27 Attorneys for Plaintiffs  
28



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22 Attorneys for Plaintiffs  
23 MARIA RODAS and CARINA ALFARO

24 UNITED STATES DISTRICT COURT  
25 CENTRAL DISTRICT OF CALIFORNIA

26 MARIA RODAS and CARINA  
27 ALFARO, individually and on behalf  
28 of other persons similarly situated,

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vs.

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DOES 1 through 10.

Defendants.

Case No. 2:19-cv-436-AB-GJSx

CLASS ACTION

**DECLARATION OF GREGORY N.  
KARASIK IN SUPPORT OF  
PLAINTIFFS' MOTION FOR AN  
AWARD OF FEES, COSTS AND  
ENHANCEMENT PAYMENTS IN  
CONNECTION WITH FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: July 12, 2024  
Time: 10:00 a.m.  
Ctrm: 7B (1<sup>st</sup> Street) via Zoom

I, Gregory N. Karasik, declare:

1 I am an attorney duly licensed to practice before all courts of the State of

1 California. I am one of the attorneys of record for plaintiffs Maria Rodas and Carina  
2 Alfaro in this action against defendant Flying Food Group, LLC (“Defendant”). I have  
3 personal knowledge of the matters stated herein and if called and sworn as a witness, I  
4 could and would competently testify under oath thereto.

5 Qualifications as Class Counsel

6 2. I graduated from Stanford Law School in 1984. Prior to April 2006, I spent  
7 more than 20 years as a labor and employment law litigator, primarily at large and well-  
8 known law firms in Los Angeles, where I typically represented the interests of  
9 management. I have substantial experience in all facets of litigation in state and federal  
10 court, including discovery, law and motion, trial, appeals, arbitration and mediation. I  
11 also have many years experiencing representing clients in connection with  
12 investigations or adversarial proceedings conducted by state and federal government  
13 agencies. In the course of my practice as a defense lawyer, I worked on many class  
14 actions against large companies and gained significant experience with a wide variety of  
15 class action issues.

16 3. I worked at the Spiro Moss law firm from April 2006 to August 2011. At  
17 Spiro Moss, my practice was devoted exclusively to class actions lawsuits on behalf of  
18 employees and consumers and I litigated numerous class actions on behalf of plaintiffs.  
19 At Spiro Moss I was lead counsel or otherwise exercised significant case handling  
20 responsibilities in cases resulting in class action judgments or settlements with a  
21 cumulative value in excess of \$70 million.

22 4. In August 2011, I left Spiro Moss to open my own law practice under the  
23 name Karasik Law Firm. As before, my practice is now devoted exclusively to class  
24 actions lawsuits on behalf of employees and consumers. Currently, I am lead counsel  
25 for plaintiffs in numerous class actions that are pending in state or federal court,  
26 including several in which a settlement was reached and preliminary or final approval of  
27 the settlement is pending. Since becoming a plaintiff’s lawyer at Spiro Moss, I have  
28 negotiated more than 70 class action settlements.



1           5.     Over the course of my legal career, I have been involved in filing appeals,  
2 writs and/or *amicus curiae* briefs on issues directly related to wage and hour or  
3 consumer class actions, resulting in several published and unpublished opinions, and  
4 have been an author or speaker at various legal seminars. Among other achievements, I  
5 personally briefed and argued the plaintiff's successful appeal before the California  
6 Supreme Court in the wage and hour class action case *Pineda v. Bank of America, N.A.*  
7 (2010) 50 Cal.4<sup>th</sup> 1389 and briefed and argued the plaintiff's successful appeal before  
8 the Ninth Circuit Court of Appeals in the consumer class action case *Bateman v.*  
9 *American Multi-Cinema, Inc.* (9<sup>th</sup> Cir. 2010) 623 F.3d 708.

10 The Settlement

11           6.     On March 11, 2024 the Court granted preliminary approval of the class  
12 action settlement (the "Settlement") reached by the parties in this case and preliminarily  
13 certified a Settlement Class comprised of approximately 4,337 persons and a Shift Pay  
14 Subclass comprised of approximately 708 persons in the Shift Pay Subclass.  
15 Pursuant to the Settlement, Defendant will pay on a non-reversionary basis the Gross  
16 Settlement Amount of \$1,200,000; members of the Settlement Class will receive 37.5%  
17 of the net settlement amount; members of the Shift Pay Subclass will receive 62.5% of  
18 the net settlement amount; and Defendant will not object to Plaintiffs' requests for  
19 attorney's fees up to \$300,000 (25% of the Gross Settlement Amount), litigation costs  
20 up to \$20,000, an enhancement payment to Plaintiff Rodas of up to \$9,000, or an  
21 enhancement payment to Plaintiff Alfaro of up to \$5,000. The Settlement allocates  
22 \$450,000 to members of the Settlement Class, reflecting a recovery of more than 80%  
23 of the value of their claims for minimum wages, and the Settlement allocates \$750,000  
24 to the members of the Shift Pay Subclass, reflecting a recovery of more than 25% of the  
25 value of their claims for wage statement penalties.

26 Attorney's Fees

27           7.     Attached as Exhibit 1 is a true and correct copy of my time records for this  
28 case reflecting that, to date, I have spent at least 130.8 hours on this case. As also

1 indicated on these records, I estimate that I will spend at least an additional 10 hours on  
2 this case in connection with preparing Plaintiffs' motion for final approval of the  
3 Settlement, responding to telephone calls from class members, appearing at the final  
4 approval hearing, and settlement administration after final approval. My currently  
5 hourly rate for lodestar purposes (I do not charge any clients by the hour but work  
6 exclusively on a contingency basis) is \$875 an hour so the total lodestar value of my  
7 time in this case will be at least \$123,200.

8         8. As set forth in the declaration of Sahag Majarian, II he has spent at least  
9 60.7 hours on this case so the lodestar value of his time on this case, based on his hourly  
10 rate of \$850 an hour, is at least \$51,595; and as set forth in the declaration of Kane  
11 Moon the lodestar value of all the time spent by the attorneys at his firm on this case,  
12 based on their hourly rates, will be at least \$37,754.50. The total lodestar value for all  
13 the time of Plaintiffs' counsel for this case is thus at least \$212,549.50

14         9. Based on the lodestar value of \$212,549.50 the amount of attorney's fees  
15 requested by Plaintiffs reflects a lodestar multiplier of approximately 1.4. From my  
16 experience, a multiplier of 1.4 falls well within the range of lodestar multipliers  
17 typically applicable to attorney's fees award in wage and hour class actions, which are  
18 usually between 1 and 3 and sometimes greater than 4. The multiplier resulting from a  
19 lodestar approach cross check confirms that the amount of fees sought by Plaintiffs  
20 based on the percentage of the fund approach is reasonable, as it is commensurate with  
21 the results of our efforts on behalf of the class in this case.

#### 22 Litigation Costs

23         10. Attached as Exhibit 2 is a true and correct copies of my expenses records  
24 for this case reflecting that, to date, I have incurred \$13,396.42 in litigation expenses in  
25 connection with this case. As set forth in the declaration of Sahag Majarian, II, his  
26 office has incurred a total of \$2,862.66 in litigation expenses in this case; and as set  
27 forth in the declaration of Kane Moon, his office has incurred a total of \$3,029.63 in  
28



1 litigation expenses in this case. So the total amount of litigation expenses by all of  
2 Plaintiffs' counsel in this case is \$19,288.71.

3 Enhancement Payments

4 11. Plaintiff Rodas requests an enhancement payment in the amount of \$9,000  
5 and Plaintiff Alfaro requests an enhancement payment in the amount of \$5,000. These  
6 amount are well deserved because Plaintiffs undertook the risk and burden of litigation,  
7 including the risks of having to pay costs and attorney's fees, and the risk of potential  
8 blacklisting for suing an employer; and Plaintiffs spent significant amounts of time  
9 participating in the litigation (Plaintiff Rodas since November 2018 and Plaintiff Alfaro  
10 since October 2021), including assisting their counsel with discovery, staying in regular  
11 communication with their counsel, participating in several mandatory settlement  
12 conference and mediation, and carefully reviewing the class settlement before signing it.  
13 The amount of service payment requested by Plaintiffs are also reasonable because the  
14 Settlement provides class members a relatively high rate of recovery on their claims.  
15 Members of the Settlement Class recovered more than 80% of the value of their  
16 rounding claims, and members of the Shift Pay Subclass recovered more than 25% of  
17 the value of their wage statement claims. The amount of enhancement requested by  
18 Plaintiff Rodas is equal to 0.75% of the Gross Settlement Amount and the amount of  
19 enhancement requested by Plaintiff is approximately 0.42% of the Gross Settlement  
20 Amounts. Both of these amounts compare very favorably to amounts of enhancement  
21 payments awarded in connection with other wage and hour class action settlements of  
22 similar magnitude.

23 I declare under penalty of perjury under the laws of the State of California that the  
24 foregoing is true and correct.

25 Executed on April 29, 2024 at Pacific Palisades, California.

26  
27   
28 Gregory N. Karasik

**EXHIBIT 1**

11/27/18	3.6 review client documents; draft complaint; email Sahag
11/28/18	1.2 revise complaint; emails Sahag
11/29/18	0.7 tel conf client; email Sahag
11/30/18	0.8 finalize, serve and file complaint; emails and tel call Sahag
12/5/18	0.2 email defense counsel re acceptance of service
12/31/18	0.6 review court orders; email defense counsel
1/23/19	1.2 review court orders and notice of removal; research removal issues; email
4/17/19	0.2 email defense counsel re Rule 26 meeting
4/18/19	0.2 email counsel for Solis
4/23/19	0.3 emails defense counsel re Rule 26 meeting
4/30/19	3.2 tel call Yamido counsel; prepare joint rule 26 report; meeting with defense
5/3/19	0.4 review revised stipulation; emails defense counsel
5/23/19	0.2 email defense counsel
10/23/19	0.4 emails and tel call defrnse counsel
10/30/19	0.2 email defense counsel re mediation
11/8/19	0.3 email defense counsel re data for mediation
11/18/19	0.3 emails mediator office and defense counsel
5/17/21	0.2 email defense counsel
5/24/21	0.6 prepare stipulation and proposed order; email defenses counsel
6/24/21	0.1 email defense counsel
6/30/21	0.6 emails defense counsel; conference call with Magistrate Standish
8/16/21	0.3 emails defense counsel and Sahag re MSC
9/20/21	0.7 prepare stipulation and proposed order; email defenses counsel
10/13/21	0.4 email defense counsel; prepare, serve and file notice of change of address
11/3/21	0.4 emails court clerk, defense counsel; tel call defense counsel
11/4/21	0.2 emails defense counsel
12/9/21	0.2 email defense counsel
12/20/21	0.2 email defense counsel and mediator re scheduling
12/23/21	4.7 prepare MSC statement; emails defense counsel
12/28/21	2.8 email defense counsel; prepare MSC statement; emails Sahag
12/29/21	0.3 prepare MSC statement
12/30/21	0.6 finalize and submit MSC statement
1/6/22	3.2 prepare for and appear at MSC; emails Sahag and defense counsel
1/27/22	0.8 review correspondence and protective order; emails Sahag and defense
1/28/22	0.3 review redline of protective order; emails defense counsel



2/15/22	0.3 emails Ericka, Sahag and defense counsel
2/23/22	0.2 emails defense counsel
2/24/22	0.4 email defense counsel; revise letter to court
2/28/22	0.2 email defense counsel
3/14/22	0.3 emails Sahag and court clerk
4/25/22	3.2 prepare MSC statement; email Sahag
4/26/22	0.5 prepare MSC statement; email Sahag
4/28/22	0.2 revise MSC statement; email Sahag
4/29/22	0.2 finalize and submit MSC statement
5/6/22	1.5 prepare for and appear at mandatory settlement conference
5/9/22	0.1 email defense counsel
5/13/22	0.5 review Alfaro documents; emails Sahag and defense counsel
8/29/22	0.5 tel call Sahag; email defense counsel
8/30/22	0.6 tel call defense counsel; email Alfaro counsel
10/6/22	0.3 emails defense counsel
10/14/22	0.6 draft notice of deposition; email Sahag
10/17/22	0.4 finalize and serve deposition notice; tel call and email defense counsel
10/18/22	0.2 email defense counsel
10/19/22	0.2 review proposed stipulation; email defense counsel
10/25/22	0.8 review new rounding case
11/3/22	0.2 email defense counsel
12/15/22	0.4 review court orders and rules; email defense counsel
12/20/22	0.2 emails defense counsel
12/29/22	0.2 emails defense counsel
1/6/23	2.6 prepare for meet and confer; meeting with defense counsel; legal research
1/9/23	0.3 emails Sahag and defense counsel
1/23/23	0.2 email defense counsel
1/25/23	0.4 email defense counsel; tel call Sahag
1/26/23	0.3 email Sahag and draft email to defense counsel
1/27/23	0.2 emails Sahag and defense counsel
1/31/23	0.2 email defense counsel
2/2/23	1.5 draft joint prosecution agreement; email Sahag
2/6/23	0.2 emails defense counsel
2/8/23	0.2 email Alfaro counsel
2/10/23	0.2 emails defense counsel and Judge Standish clerk

2/16/23	0.1 email defense counsel
2/27/23	0.5 emails defense counsel, court clerk and Kane Moon
3/3/23	0.5 prepare and submit stipulation and proposed order; emails defense
3/9/23	0.2 serve and file stipulation; email court clerk
3/21/23	0.2 email defense counsel
4/4/23	0.2 emails defense counsel
4/6/23	0.3 emails defense counsel; review stipulation
4/18/23	0.3 emails Alfaro counsel; revise joint prosecution and fee sharing agreement
4/19/23	0.2 email defense counsel
5/9/23	0.3 emails defense counsel, Sahag, and Alfaro counsel
5/11/23	0.4 emails Sahag and Alfaro counsel; finalize settlement conference
5/12/23	0.3 email Alfaro counsel; finalize and submit settlement conference
5/16/23	0.2 emails Erika and Alfaro counsel
5/22/23	1.2 prepare for settlement conference; email court clerk
5/23/23	6.5 settlement conference
5/24/23	0.8 prepare meet and confer letter; legal research; email defense counsel
5/30/23	0.5 email defense counsel; tel call defense counsel
6/1/23	0.2 email defense counsel
6/5/23	3.4 research motion to compel issues; meet and confer with defense counsel;
6/28/23	0.2 email Alfaro counsel
8/7/23	1.2 review discovery responses; email Alfaro counsel; email defense counsel
8/9/23	1.2 emails and tel calls Alfaro counsel and defense counsel; tel call Sahag
8/10/23	0.6 emails Alfaro counsel and Sahag; tel call defense counsel
8/23/23	0.4 emails Alfaro counsel; email defense counsel
8/28/23	0.2 emails defense counsel
8/30/23	0.2 emails defense counsel
8/31/23	0.5 tel call defense counsel
9/1/23	0.9 review information from defense counsel; emails defense counsel and
9/18/23	0.8 emails defense counsel, Sahag, mediator; revise JPA
9/21/23	0.2 review court order; email defense counsel
9/26/23	0.2 emails Sahag and defense counsel
10/2/23	0.1 email defense counsel
10/10/23	0.2 emails defense counsel
10/17/23	0.2 emails defense counsel
10/20/23	0.2 email Sahag re JPA

10/20/23	0.4 emails Sahag's office and Alfaro counsel
10/30/23	0.2 emails mediator
10/31/23	1.3 prepare mediation statement; emails Sahag, mediator and defense
11/2/23	0.2 emails mediator
11/7/23	1.2 tel call mediator; emails Sahag
11/9/23	7.4 mediation; emails Alfaro counsel
11/10/23	0.3 emails Sahag and mediator
11/14/23	6.4 emails Alfaro counsel and defense counsel; draft settlement agreement
11/15/23	0.7 draft settlement agreement
11/16/23	0.5 email Alfaro counsel; revise settlement agreement; email Sahag
11/21/23	2.3 draft first amended complaint
12/5/23	1.5 revise settlement agreement; draft class notice; email defense counsel
12/6/23	1.5 revise settlement agreement and class notice; draft proposed first
12/7/23	0.2 review notice of related cases
12/18/23	0.2 email defense counsel
12/19/23	0.2 email defense counsel
12/26/23	0.8 review revised FAC and settlement agreement; revise class notice; email
12/28/23	0.7 tel call defense counsel; email co-counsel
1/2/24	0.1 email defense counsel
1/8/24	0.3 finalize settlement agreement; email defense counsel
1/11/24	0.2 emails defense counsel
1/23/24	5.4 prepare motion for preliminary approval; prepare memorandum in support
1/30/24	6.4 prepare declaration and memorandum in support of motion for
1/31/24	0.8 review and revise Longley declaration; revise class notice; emails defense
2/2/24	0.2 revise motion for preliminary approval; emails Sahag and Kane
2/5/24	2.3 prepare motion for preliminary approval papers; emails Sahag and Lilit
2/6/24	1.2 finalize, serve and file motion for preliminary approval; email proposed
2/7/24	0.2 review document filed by defendant and court notice; email defense
2/20/24	0.2 email defense counsel
2/21/24	0.2 email defense counsel
3/8/24	0.5 appear at motion hearing;
3/11/24	0.8 review court order; email administrator; finalize and file first amended
3/12/24	0.7 prepare and file stipulation and proposed order to stay Carino action;
3/19/24	0.4 review notice; email Atticus
4/3/24	0.1 email administrator



4/10/24	0.4 email defense counsel, court clerk and Alfaro counsel	
4/10/24	0.5 tel calls class members	
4/11/24	0.5 tel calls class members	
4/13/24	0.3 tel call class member; email Atticus	
4/15/24	0.7 tel calls class members; emails class members and administrator	
4/16/24	0.3 tel calls class members	
4/18/24	0.2 tell calls class members	
4/22/24	6.4 prepare motion for fees, costs and enhancement awards; prepare	
4/23/25	0.4 tel calls class members	
4/24/24	0.4 review Alfaro declaration; emails Lilit	
4/25/24	1.2 revise fee motion papers; emails Sahag	
4/29/24	0.8 finalize, serve and file fee motion papers	
Total to date		130.8
	tell calls class members; prepare final approval papers; attend final	
estimated	10.0 approval hearing; settlement administration	
Total		140.8

**EXHIBIT 2**

Date Range: All Dates (8/1/2011 - 4/22/2024)

Accounts: All Accounts

Categories: All Categories

Tags: FFG3

Type: Custom

Show Memo/Notes

▼ Money In

\$0.00

▼ Money Out

-\$13,396.42

Attorney Service

-\$456.31

FFG3

-\$456.31

12/6/2018

KLF

First Legal Network

-\$199.60

1/11/2019

KLF

First Legal Network

-\$102.46

1/11/2019

KLF

First Legal Network

-\$50.50

1/11/2019

KLF

First Legal Network

-\$23.50

5/21/2019

KLF

First Legal Network

-\$50.50

1/18/2022

KLF

First Legal Network

-\$29.75

Filing

-\$1,435.00

FFG3

-\$1,435.00

12/6/2018

KLF

First Legal Network

-\$1,435.00

Mediator Fee

-\$11,500.00

<b>FFG3</b>									
	11/12/2019	KLF	Judicate West						-\$11,500.00
	11/7/2023	KLF	Fuschman Mediation						-\$6,500.00
									-\$5,000.00
<b>Parking</b>									
<b>FFG3</b>									
	6/7/2019	KLF	chase						-\$5.11
	2/8/2023	KLF	Chase Credit Crd						-\$0.75
	7/10/2023	KLF	Chase Credit Crd						-\$1.86
									-\$2.50

Money In: \$0.00  
 Money Out: -\$13,396.42  


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 Net Total: -\$13,396.42

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22 Attorneys for Plaintiffs  
23 MARIA RODAS and CARINA ALFARO

24 UNITED STATES DISTRICT COURT  
25 CENTRAL DISTRICT OF CALIFORNIA

26 MARIA RODAS and CARINA  
27 ALFARO, individually and on behalf  
28 of other persons similarly situated,  
29 Plaintiff,

30 vs.

31 FLYING FOOD GROUP, LLC; and  
32 DOES 1 through 10.  
33 Defendants.

Case No. 2:19-cv-436-AB-GJSx

CLASS ACTION

**DECLARATION OF SAHAG  
MAJARIAN II IN SUPPORT OF  
PLAINTIFFS' MOTION FOR AN  
AWARD OF FEES AND COSTS IN  
CONNECTION WITH FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: July 12, 2024  
Time: 10:00 a.m.  
Ctrm: 7B (1<sup>st</sup> Street) via Zoom

1 **DECLARATION OF SAHAG MAJARIAN II**

2 I, SAHAG MAJARIAN II, hereby declare:

3 1. I am an attorney duly licensed to practice in the State of California and am  
4 the principal of the Law Offices of Sahag Majarian II, one of the attorneys of record for  
5 Plaintiff Maria Rodas this action against Defendant Flying Food Group, LLC. I have  
6 personal knowledge of the following, and if called and sworn as a witness, I could and  
7 would competently testify thereto. This declaration is made in support of preliminary  
8 approval of the class action settlement in this case.

9 2. I graduated from Loyola Law School in 1990. Since my graduation, I have  
10 been in private practice primarily representing consumers against insurance companies  
11 and workers against their employers. I have devoted a significant portion of my practice  
12 to employment law and class actions, and have been appointed co-class counsel for the  
13 plaintiffs in no less than 300 wage and hour class actions. A sample of these cases are:  
14 *Ayvazi v. Ralph Grocery Company*, LASC Case No. BC 382980; *Sandoval vs. Chevron*  
15 *Stations, Inc.*, MCSC Case No. CV 061690; *Nieves v. Roy's Worldwide, Inc.*, OCSC  
16 Case No. 06CC0076; *Corado v. Good Year Rubber Corp.*, SBSC Case No.  
17 RCV095476; *Pleitez v. Johnson Controls*, LASC Case No. BC353315; *Serrano v. BCI*  
18 *Coca Cola Bottling Co. of L.A.*, LASC Case No. BC349904; *Urbina v. Valley Crest Co.*,  
19 LASC Case No. BC356023; *Moraza v. OK International*, OCSC Case No. 06CC0148;  
20 *DeLuna v. Target*, LASC Case No. BC353080; *Daglian v. Staples, Inc.*, LASC Case  
21 No. BC375325; *McCoy v. Kimko*, OCSC Case No. 07CC00007; *Ayvazi v. Ralphs*  
22 *Grocery Company*, LASC Case No. BC382980; *Razo v. C & D Zodiac, Inc.*, OCSC  
23 Case No 07-CC01373; *Sandoval v. Chevron Stations, Inc.* MCSC Case No. CV061690;  
24 and *Gomez v. Spenuzza, Inc.* et al, RCSC Case No RIC524075.

25 3. In the employment class action arena, I have participated in over 300 class  
26 action mediations. My participation has included extensive preparation, development of  
27 thorough knowledge of the legal issues related to certification and liability, and full  
28 immersion and participation in the mediation and negotiation process. I have also been

1 designated co-class counsel in various cases where we prevailed in contested class  
2 certification motions. These cases include *Herrera v. Mountain Meadow Mushroom*  
3 *Farms, Inc.*, SDCSC Case No. 37-2009-00092416-CU-MT-CTI; *Aguirre v. California*  
4 *Drop Forge, Inc.*, LASC Case No. BC374521; *Marroquin v. Swissport North America,*  
5 *Inc.*, LASC Case No. BC390001; and *Romero v. Hydraulics International, Inc.*, LASC  
6 Case No. 19STCV04463.

7 4. Throughout my thirty-four year career in law, my practice has been  
8 exclusively contingent fee work. Within the class action arena, I have been designated  
9 co-class counsel in no less than 30 class actions that have settled for over \$1 million  
10 each. Given my success and experience, in my contingent fee practice I have averaged  
11 over \$850 per hour worked. Therefore, I believe it is appropriate to set my lodestar at no  
12 less than \$850 per hour in this case.

13 5. My participation in this case has included legal research, extensive  
14 preparation, development of a thorough knowledge of the legal issues related to  
15 certification and liability, and full immersion in the litigation of this case. I have  
16 attended two mediations and three mandatory settlement conferences in the pursuit of  
17 the claims. The settlement in this case was reached after three failed mandatory  
18 settlement conferences and two mediations following years of litigation. Based upon the  
19 totality of circumstances, I believe that the result achieved in this case is an extremely  
20 good outcome for all class members.

21 6. I was approached by Plaintiff Maria Rodas in October of 2018 in  
22 connection to employment law claims she believed she had against Defendant. After  
23 analyzing the facts and data, my co-counsel Greg N. Karasik and I decided to proceed  
24 with the filing of a class action against Defendant.

25 7. Throughout the past 7 years, I have been actively involved in the handling  
26 of this case. Throughout this timeframe, I have spent a total of at least 60.70 hours in  
27 this case. Details of my hours are attached hereto as Exhibit "A". Based on my billing  
28 rate of \$850 per hour, my unadjusted lodestar amounts to \$51,595.

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8. My office has incurred a total of \$2,862.66 in the prosecution of this case. A detailed summary of these costs are set forth in the attached Exhibit "B".

9. I am not aware of any conflict of interest with any of the parties in this litigation that would interfere with my duties as Class Counsel or impede my representation of the proposed class or aggrieved employees.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 26, 2024 at Tarzana, California.

DocuSigned by:  
*Sahag Majarian*  
3142D9828E6E4A2...

SAHAG MAJARIAN II



# EXHIBIT "A"

**LAW OFFICES OF**  
**SAHAG MAJARIAN II**  
18250 VENTURA BOULEVARD  
TARZANA, CALIFORNIA 91356  
Tel: (818) 609-0807 • Fax: (818) 609-0892

April 26, 2024

**LEGAL SERVICES**

**Re: RODAS V. FLYING FOOD GROUP**

10/10/18	TC with client; Intake; Open file	1.50 hours
10/23/18	Draft letter to Flying Food	0.30 hours
11/18/18	Analyze records from FFG	1.70 hours
11/19/18	TC with co-counsel and draft email to co-counsel	0.70 hours
11/27/18	Review draft complaint	0.80 hours
11/28/18	Draft email to co-counsel	0.10 hours
11/29/18	Legal research	0.30 hours
11/30/18	Review revised draft complaint	0.50 hours
5/23/19	Review email from defense counsel	0.10 hours
10/23/19	Email from co-counsel re mediation	0.10 hours
10/31/19	Review email from Judicate West	0.10 hours
12/17/19	TC with client	0.20 hours
12/19/19	Review email from Eugene Moscovitch	0.20 hours
1/2/20	Review records for mediation and email co-counsel	0.80 hours
1/5/20	Draft email to expert	0.20 hours

1/6/20	Draft email to expert	0.10 hours
1/7/20	Prepare for mediation	2.40 hours
1/8/20	Review draft mediation brief	0.70 hours
1/9/20	Review exposure model and prepare alternate exposure models	0.70 hours
1/10/20	Prepare for mediation	1.10 hours
1/15/20	Attend mediation with Eugene Moscovitch	7.10 hours
1/20/20	Review email from Judicate West	0.10 hours
1/22/20	Investigate additional witnesses	0.30 hours
1/24/20	TC with witness	0.20 hours
1/29/20	Review email from counsel for Yamido v. FFG	0.20 hours
2/3/20	Draft email to co-counsel	0.10 hours
2/5/20	Draft email to co-counsel	0.10 hours
2/7/20	Review email from Yamido counsel	0.10 hours
2/13/20	Review notes from co-counsel meeting with defense counsel	0.20 hours
9/15/20	TC with client	0.30 hours
9/21/20	Draft email to co-counsel	0.10 hours
11/19/20	Investigation of additional witnesses	0.40 hours
8/24/21	Draft email to co-counsel re MSC	0.10 hours
11/2/21	Email form USDC re MSC	0.10 hours
12/22/21	Review email from defense counsel re MSC	0.20 hours
12/28/21	Review draft MSC statement	1.10 hours
1/5/22	Prepare for MSC	2.60 hours
1/6/22	Attend MSC with Magistrate Judge Standish	2.50 hours
1/7/22	Review minutes of MSC	0.10 hours
1/27/22	Analyze defense response	0.90 hours

1/28/22	Review stipulated protective order	0.20 hours
2/15/22	Review email from co-counsel	0.10 hours
2/16/22	Meeting with staff re call to client	0.10 hours
2/17/22	Analyze financial documents from defense	1.20 hours
2/18/22	Research re FFG and parent company	0.70 hours
3/1/22	Review email from courtroom deputy	0.10 hours
3/2/22	Review email from courtroom deputy	0.10 hours
3/11/22	Review email from defense counsel	0.10 hours
4/25/22	Prepare for 2 <sup>nd</sup> MSC	2.20 hours
4/27/22	Review draft MSC statement	0.30 hours
4/28/22	Research re corporate parent obligations	0.90 hours
5/6/22	Attend 2 <sup>nd</sup> MSC with Judge Standish	1.30 hours
5/10/22	Review minutes of MSC	0.10 hours
5/13/22	Analyze Alfaro complaint	0.50 hours
6/1/22	Draft email to Alfaro counsel	0.20 hours
6/6/22	TC with Alfaro counsel and draft email re same	0.50 hours
1/9/23	Draft email to co-counsel	0.20 hours
2/2/23	Review JPA	0.20 hours
5/11/23	Review draft settlement conference statement	1.60 hours
5/12/23	Review records from Alfaro counsel	1.10 hours
5/22/23	Prepare for MSC with Magistrate Judge MacKinnan	1.10 hours
5/23/23	Attend 3 <sup>rd</sup> MSC	4.20 hours
10/31/23	Review mediation brief	1.30 hours
11/1/23	Prepare exposure models	1.70 hours

11/9/23	Attend mediation with Jeff Fuchsman	8.10 hours
11/10/23	TC with client re mediator proposal	0.30 hours
11/14/23	Email form Fuschsman	0.10 hours
12/22/23	Review revised settlement agreement	0.90 hours
12/29/23	Draft email to co-counsel	0.20 hours
2/5/24	Draft declaration for preliminary approval	0.70 hours
4/26/24	Draft declaration for final approval	1.00 hours

Total Hours: 60.70 hours

Hourly Rate: \$850.00

Total Lodestar: \$51,595.00

# EXHIBIT "B"

Law Office of Sahag Majarian II							
Rodas v. Flying Foods							
Type	Payment Method	Date	Num	Source Name	Invoice Date	Invoice	Amount
<b>Analysis Costs</b>							
	Check	1/21/2020	2477	Berger Consulting			
						Rounding Analysis	\$2,767.50
<b>Total</b>							<b>\$2,767.50</b>
<b>Travel, Parking, and Gas</b>							
	Credit Card	1/15/2020		Erika Figueroa			
						Parking for mediation	\$15.00
	Credit Card	1/15/2020		Maria Rodas			
						Transportation to mediation	\$29.73
	Credit Card	1/15/2020		Maria Rodas			
						Transportation from mediation	\$33.43
	Credit Card	5/23/2023		Sahag Majarian			
						MSC parking in Federal Court	\$17.00
<b>Total</b>							<b>\$95.16</b>
<b>TOTAL COSTS</b>							<b>\$2,862.66</b>

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2 **Karasik Law Firm**  
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8 Sahag Majarian II (SBN 146621)  
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14 Fax (818) 609-0892

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21 Fax (213) 232-3125

22 Attorneys for Plaintiff  
23 MARIA RODAS and CARINA ALFARO

24 UNITED STATES DISTRICT COURT  
25 CENTRAL DISTRICT OF CALIFORNIA

26 MARIA RODAS and CARINA  
27 ALFARO, individually and on behalf of  
28 other persons similarly situated,

Plaintiff,

vs.

FLYING FOOD GROUP, LLC; and  
DOES 1 through 10.

Defendants.

Case No . 2:19-cv-436-AB-GJSx

CLASS ACTION

**DECLARATION OF KANE MOON  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR AN AWARD OF FEES,  
COSTS AND ENHANCEMENT  
PAYMENTS IN CONNECTION  
WITH FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: July 12, 2024  
Time: 10:00 a.m.  
Ctrm: 7B (1<sup>st</sup> Street) via Zoom



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DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California and the United States District Courts for the Central and Northern Districts of California. I have never been subject to discipline by the State Bar of California. I am a fully qualified, adult resident of the State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth herein. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I am a Founding Partner at the law firm of Moon Law Group, PC, formerly known as Moon & Yang, APC. My business address is 1055 W. 7th Street, Suite 1880, Los Angeles, California 90017 and my business telephone number is (213) 232-3128. I am counsel for Plaintiffs.

3. This Declaration is submitted in support of Plaintiffs' Motion for an Award of Fees, Costs and Enhancement Payments In Connection With Final Approval Of Class Action Settlement.

MY EXPERIENCE AND QUALIFICATIONS

4. I co-founded Moon & Yang, APC, now Moon Law Group, P.C., in March 2010. I received a Bachelor of Arts in History from the University of California, Los Angeles in 1998, and a Juris Doctorate 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. I have been selected to Super Lawyers each year from 2020 to 2024. My billing rate is \$750.00 per hour, which is my usual hourly rate in wage and hour litigations.

5. For the past decade, I have built my practice to have an emphasis on employment and related civil litigation cases. In fact, my practice is focused almost exclusively on advocating for the rights of employees in wage-and-hour litigation through class and representative actions. In fact, Moon Law Group, P.C. is presently

1 class counsel for dozens of other putative wage-and-hour class and representative actions  
 2 pending in various state and federal jurisdictions throughout California; has successfully  
 3 settled hundreds of wage-and-hour cases; tried both bench and jury trials in employment-  
 4 related matters, representing both plaintiffs and defendants; and has been appointed lead  
 5 or co-lead class counsel in numerous federal and state courts in California.

6 6. The following is a list of some of our recent class action settlements that  
 7 have received preliminary and final approval: *Mark Brulee, et al. v. DAL Global*  
 8 *Services, LLC* (C.D. Cal. Dec. 20,2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659  
 9 (class size approx. 2,650; lead counsel) (In approving my \$650 hourly rate, the Court  
 10 found: “Class Counsel's declarations show that the attorneys are experienced and  
 11 successful litigators. Other courts have approved the attorneys' current rates for the Moon  
 12 & Yang, APC attorneys.” (*Id.* at \*10.); *Sison v. Cha Hollywood Medical Center, L.P.*,  
 13 LASC BC6441 29 (class size approx. 2,100; co-counsel); *Jones v. Fitness Alliance, LLC*,  
 14 Riverside Superior Court PSC1404079 (class size approx. 1,000; lead counsel); *Gomez v.*  
 15 *H Mart Companies, Inc.*, LASC BC671525 (class size approx. 2,500; co-counsel);  
 16 *Montoya v. Golden 1 Credit Union*, Sacramento Superior Court 34-2018-00228252  
 17 (class size approx. 1,900; lead counsel); *Campa v. Bloomingdeals, Inc.*, LASC  
 18 BC700366 (class size approx. 1,500; lead counsel); *Black v. Mission Healthcare*  
 19 *Services, Inc.*, LASC 19STCV04602 (class size approx. 1,000; lead counsel); *Onofre v.*  
 20 *Caitac Garment Processing, Inc.*, LASC BC702283 (class size approx. 750; lead  
 21 counsel); *Martinez v. Bail Hotline Bail Bonds, Inc.*, LASC BC700131 (class size approx.  
 22 173; lead counsel); *Jones v. Citiguard, Inc.*, LASC BC664890 (class size approx. 587;  
 23 lead counsel); *Slaughter v. ACA Security Stems, LP*, LASC BC699137 (class size approx.  
 24 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC*, LASC BC722765  
 25 (class size approx. 515; lead counsel); *Vertti v. Bagcraft Papercon III, LLC*, LASC  
 26 19STCV12729 (class size approx. 260; lead counsel); *Rodriguez v. Rossmoyne, Inc.*,  
 27 LASC BC699137 (class size approx. 220; lead counsel); *Vargas v. AMS Paving, Inc.*,  
 28 LASC BC722767 (case size approx. 260; lead counsel); *Garcia v. Comfy U.S.A.*



1 *Apparel, Inc.*, LASC BC709630 (class size approx. 210; lead counsel); *Lagos v.*  
2 *ThyssenKrupp Elevator Corporation*, LASC BC682972 (\$750,000 for 79 Class  
3 Members; lead counsel); *Aparicio v. Lineage Logistics, LLC*, LASC BC722764 (class  
4 size approx. 155; lead counsel). This experience is and has been invaluable in assessing  
5 the reasonableness of settlements such as the one at issue here. From this experience, our  
6 firm, as Class Counsel, concluded that this lawsuit could not have been settled on terms  
7 better than those under the present Settlement.

8 ALLEN FEHALI’S EXPERIENCE AND QUALIFICATIONS

9 7. Allen Feghali is a partner at Moon Law Group, P.C. Mr. Feghali received a  
10 Bachelor of Arts in Global and International Studies from the University of California,  
11 Santa Barbara in 2011, and a Juris Doctorate from the University of La Verne College of  
12 Law in 2014. Mr. Feghali became an Active Member of the State Bar of California in  
13 December 2014 and has been an Active Member in good standing continuously since.  
14 Mr. Feghali was selected by Super Lawyers as a “Southern California Rising Star” each  
15 year from 2020 to 2024.

16 8. Mr. Feghali began working at Moon Law Group, P.C. in May 2015. His  
17 practice focuses on advocating for the rights of employees at the trial and appellate court  
18 levels. Prior to June 2018, with the exception of a handful of cases, his practice focused  
19 on individual FEHA and wrongful termination claims, as well as individual wage-and-  
20 hour claims. In June 2018, Mr. Feghali became heavily involved in the firm’s class  
21 action practice.

22 9. Mr. Feghali’s hourly billing rate is \$675.00. During Mr. Feghali’s tenure  
23 with Moon Law Group, P.C., he has played a critical role in obtaining outstanding results  
24 for employees who have been wronged by their employers. Mr. Feghali’s litigation  
25 experience includes, but is not limited to:

- 26 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of  
27 *Rivera, et al. v. Clearpath Federal Credit Union* (LASC No.  
28 19STCV33504), which resulted in a certification order on all

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causes of action following contested briefing in a wage and hour class action.

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

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

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

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

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

(g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar., 13, 2018, No. 2:17-cv-09056-RSWL-MRWx) 2018 WL



1 1352910. Defendants there sought to remove the case based on  
2 the inclusion of a “sham defendant,” but the court agreed with Mr.  
3 Feghali’s briefing which argued the individual defendant, who  
4 was alleged to have harassed the plaintiff under FEHA, was a  
5 proper defendant.

6 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in  
7 individual cases that settled for \$850,000.00, \$375,000.00, and  
8 \$250,000.00.

9 (i) In addition to the foregoing, Mr. Feghali has resolved or assisted  
10 in the resolution of approximately 100 cases which has resulted in  
11 millions of dollars of unpaid wages being returned to low-wage  
12 employees.

13 10. Since June 2018, Mr. Feghali’s practice has shifted to almost exclusively  
14 representing employees in wage and hour class and representative actions. His fee has  
15 been approved by Courts throughout the state. He has participated as lead, or co-lead  
16 counsel, in the litigation and resolution of over 100 wage and hour class actions,  
17 including obtaining preliminary and final approval of settlements. A selection of settled  
18 cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following:  
19 *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Stanley Black*  
20 *& Decker Wage and Hour Cases* (No. JCCP5218) (\$3,500,000); *Vazquez v. St. Mar 2.0*  
21 *Inc.* (No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000); *Duncan v. Infineon*  
22 *Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000); *Aquino v. Coast King*  
23 *Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No.  
24 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-  
25 00035844-CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-  
26 582921) (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806)  
27 (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-03047)  
28 (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000);

1 *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000); *Cuadras v. R.C.*  
2 *Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The Roman Catholic*  
3 *Bishop of Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.*  
4 (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591)  
5 (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members); *Cha v.*  
6 *Center Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr.,*  
7 *L.P.* (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.*  
8 (No. BC682972) (\$750,000 for 79 class members); and *Montoya v. Golden 1 Credit*  
9 *Union* (No. 34-2018-00228252) (\$1,250,000).

10 LILIT TER-ASTVATSATRYAN'S EXPERIENCE AND QUALIFICATIONS

11 11. Lilit Ter-Astvatsatryan is a Senior Associate attorney at Moon Law Group,  
12 PC. Since she was admitted to the California Bar, her practice has exclusively focused on  
13 labor and employment class action lawsuits involving California and federal labor laws.  
14 Prior to her employment at Moon Law Group, PC, she worked at Setareh Law Group,  
15 where she worked with Senior Counsel and mentor H. Scott Leviant on over 80 class  
16 actions. Ms. Ter-Astvatsatryan's billing rate is \$550.00 per hour, which is her usual hourly  
17 rate in wage and hour litigations.

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

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

27 14. As an associate working solely on wage and hour class action cases, she has  
28 been involved in all aspects of complex litigation, including assisting in class certification



1 motions in the following cases:

- 2 (a) *Macario Gonzalez v. Metcon TI, Inc.*, Alameda Superior Court, Case  
3 No. RG19015589 [after class certification motion was filed, the parties  
4 attended mediation and ultimately resolved the matter on a class wide  
5 basis];
- 6 (b) *Miguel Angel Lopez Cuadras v. R.C. Wendt Painting, Inc.*, Los  
7 Angeles Superior Court, Case No. BC705964 [after class certification  
8 motion was entirely briefed, the parties attended mediation and  
9 ultimately resolved the matter on class wide basis];
- 10 (c) *Noe Armendariz v. Kinkisharyo International, LLC*, United States  
11 District Court, Central District of California, Case No. 2:19-cv-08757-  
12 JAK-KS [motion for class certification filed, decision pending].

13 15. Additionally, the following is a list of cases where she briefed preliminary  
14 and final approval motions of class action settlements that were ultimately granted by each  
15 respective Court:

- 16 (a) *Ana Rose De Jesus, et al. v. Philippine National Bank, et al*, Los  
17 Angeles Superior Court, Case No. BC673024;
- 18 (b) *Andres De La Riva Sotelo v. Belfor USA Group, Inc.*, Los Angeles  
19 Superior Court, Case No. BC688895;
- 20 (c) *Carlos Vertti v. Bagcraft Papercon III, LLC, et al.*, Los Angeles  
21 Superior Court, Case No. 19STCV12729;
- 22 (d) *Christopher Thurman v. Wanton Group SP, LLC, et al*, Los Angeles  
23 Superior Court, Case No. 19STCV18772;
- 24 (e) *Francisca Velasco v. Paige, LLC*, Los Angeles Superior Court, Case  
25 No. 19STCV12114;
- 26 (f) *Jose Montoya v. The Golden 1 Credit Union*, Sacramento Superior  
27 Court, Case No. 34-2018-00228252
- 28 (g) *Malu Vaesau v. Double AA Corporation*, San Francisco Superior

1 Court, Case No. CGC-19-572598

2 (h) *Tyler Jones v. Citiguard, Inc.*, Los Angeles Superior Court, Case No.  
3 BC664890;

4 (i) *Venancio Miranda v. Maximum Nursery, Inc.*, Santa Barbara Superior  
5 Court, Case No. 19STCV06041;

6 16. In addition to her work on complex litigation matters and class actions, she  
7 has authored published articles on California labor laws, including:

8 (a) Lilit Ter-Astvatsatryan and H. Scott Leviant, *Where Troester Stops*  
9 *Not Even Troester Knows*, Daily Journal (Los Angeles & San  
10 Francisco), July 2, 2019;

11 (b) Lilit Ter-Astvatsatryan and H. Scott Leviant, *Unaccounted Time:*  
12 *Reading the Tea Leaves of Troester*, Daily Journal (Los Angeles &  
13 San Francisco), September 12, 2018.

14 ROY K. SUH’S EXPERIENCE AND QUALIFICATIONS

15 17. Until recently, Roy Suh worked for Moon Law Group, PC as an associate  
16 attorney and his customary billing rate in wage and hour litigations was \$650.00 per hour.  
17 Mr. Suh was admitted to the California bar in 2012 and performed all work in this matter  
18 on a contingent fee basis and, at times, in lieu of performing work on other matters.

19 18. Mr. Suh graduated with a B.A. in English from the University of California,  
20 Berkeley in 2004 with Distinction in General Scholarship and as a United States Army,  
21 Reserve Officer Training Corps, Distinguished Military Graduate. After serving in active  
22 duty with the United States Army, including as a two-time company commander  
23 exercising non-judicial punishment authority under the Uniform Code of Military Justice,  
24 Mr. Suh graduated from the University of California Los Angeles School of Law in the  
25 Class of 2011.

26 19. Since becoming a member of the California bar and while working for my  
27 firm, Mr. Suh practiced exclusively in Plaintiff’s employment and consumer cases. Mr.  
28 Suh is experienced in California employment class action litigation. From October 2019 to



2022, Mr. Suh was selected as a Super Lawyer – Rising Star. Mr. Suh has been intimately involved in litigating and ultimately settling California employment class action cases and, since 2015, Mr. Suh has settled employment class action cases with settlement values of \$4,000,000.00, \$3,775,000.00, \$3,500,000.00, \$3,000,000.00, \$1,350,000.00, \$1,000,000.00, and others in the six-figure range, while settling multiple individual cases in the six-figure range, including a single-claimant arbitration case valued at over \$800,000.00. Since February 2022, as an attorney at Moon Law Group, PC, Mr. Suh has worked on class action cases exclusively, which have either been finally adjudged, have been preliminarily approved, or have resulted in written agreements memorializing our client’s agreements with their former employers to settle on class-wide bases valued at over \$13.4M including cases valued at \$1,671,690.00, \$1,100,000.00, \$1,000,000.00, and more.

20. The recorded total time for its attorneys assigned to this matter at Moon Law Group, PC, is as follows:

Attorney	Time	Rate	Total
Kane Moon	12.67	\$750	\$9,502.50
Allen Feghali	7.50	\$675	\$5,062.50
Lilit Ter-Astvatsatryan	12.29	\$550	\$6,759.50
Roy Suh	12.2 <sup>1</sup>	\$650	\$7,930.00

<sup>1</sup> Roy Suh was employed by my firm through July 2023, and was the primary attorney on this matter who handled the day-to-day tasks from February 2022 to July 2023. As shown in the Exhibit 1 attached hereto, Mr. Suh expended no less than 2.20 hours on this matter. However, it is reasonable to conclude that Mr. Suh expended more than 2.20 hours. Based on the events that transpired during this litigation, it is apparent that Mr. Suh failed to record all his time. For example, Mr. Suh has *zero* time entries from April 6, 2022 up to and until he stopped working for my firm in July 2023, and in that time, Mr. Suh had received and reviewed Defendant’s Motion to Dismiss and Stay and prepared and participated in a mandatory settlement conference. Unfortunately, as indicated, Mr. Suh is no longer employed by my firm, and thus we are unable to confirm the total hours Mr. Suh expended on this matter with exactitude. It is likely than Mr. Suh expended roughly 20 hours not shown in his



	44.66	<b>Total:</b>	\$29,254.50
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I also note that I did not bill for all the time I devoted to this matter. I estimate that I did not bill for approximately 10 hours of time reviewing and responding to e-mails, drafting, reviewing, and revising documents, and conferring within the firm about case status and settlement status, representing an unbilled lodestar of approximately \$7,500.00 just for my time. The total firm lodestar, with my estimated unbilled and yet-to-be-completed time included, is estimated to exceed \$36,754.50.

21. True and correct billed time entries for each attorney who worked on this case is attached as **Exhibit 1**.

22. Finally, my office has also incurred costs in this matter in the total amount of \$3,029.63. Attached as **Exhibit 2** is a true and correct copy of our cost ledger.

I declare under penalty of perjury, under the laws of the United States of America and the State of California, that the foregoing is true and correct.

Executed this April 25, 2024 at Los Angeles, California.



\_\_\_\_\_  
KANE MOON, "Declarant"

\_\_\_\_\_  
time entries, although a conservative and reasonable estimate is 10. Therefore, I estimate Mr. Suh expended no less than 10 additional hours not shown in Exhibit 1, for a total of 12.2 hours.

# **Exhibit 1**

## Activities Export

04/24/2024  
4:15 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/24/2024	🕒	KM: Review and revise declaration for final approval ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Kane Moon	1.02h	\$750.00	-	\$765.00
04/23/2024	🕒	KM: Review and revise client's declaration in support of final approval ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Kane Moon	0.70h	\$750.00	-	\$525.00
01/31/2024	🕒	KM: Review and revise declaration for preliminary approval and discuss with Lilit Ter-Astvatsatryan ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Kane Moon	1.30h	\$750.00	-	\$975.00
01/11/2022	🕒	KM: Confer with AF about filing FAC and draft PAGA only complaint ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Kane Moon	1.32h	\$750.00	-	\$990.00
10/04/2021	🕒	KM: Spoke with the client regarding potential of a paga claim, and answered questions ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Kane Moon	0.40h	\$750.00	-	\$300.00
10/01/2021	🕒	KM: Drafted paga letter and discussed with Allen Feghali and Lilit TerAstvatsatryan ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Kane Moon	1.23h	\$750.00	-	\$922.50
09/27/2021	🕒	KM: Draft complaint ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Kane Moon	2.65h	\$750.00	-	\$1,987.50
09/15/2021	🕒	KM: Reviewed file, including	01458-Alfaro	Kane Moon	2.35h	\$750.00	-	\$1,762.50
					<b>12.67h</b>		<b>\$0.00</b>	<b>\$9,502.50</b>
							0.00h	12.67h

## Activities Export

04/24/2024  
4:15 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		documents provided by the client. Researched company and discussed with Allen Feghali ● Unbilled	Alfaro v. Flying Food Group LLC (Class - C) (CJ)					
09/13/2021	🕒	KM: Meeting with client to discuss facts of the case, and to discuss the process of class action complaints and client's claims ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Kane Moon	1.70h	\$750.00	-	\$1,275.00
					12.67h		\$0.00 0.00h	\$9,502.50 12.67h

## Activities Export

04/24/2024  
6:07 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/19/2023	🕒 ● Unbilled	AF: Confer with LT re case status	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Allen Feghali	0.30h	\$675.00	-	\$202.50
07/18/2023	🕒 ● Unbilled	AF: Confer with RS/MC re case status	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Allen Feghali	0.30h	\$675.00	-	\$202.50
05/12/2022	🕒 ● Unbilled	AF: Confer with RS re case status	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Allen Feghali	0.30h	\$675.00	-	\$202.50
04/05/2022	🕒 ● Unbilled	AF: Communicated with IH re Appearance in Federal Court & Upcoming Joint Rule 26(f) Report Due	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Allen Feghali	0.10h	\$675.00	-	\$67.50
03/08/2022	🕒 ● Unbilled	AF: Confer with KM re case status	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Allen Feghali	0.40h	\$675.00	-	\$270.00
02/11/2022	🕒 ● Unbilled	AF: Confer with LT re case status	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Allen Feghali	0.30h	\$675.00	-	\$202.50
02/11/2022	🕒 ● Unbilled	AF: Confer with RS and LT about case status/remand	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Allen Feghali	0.75h	\$675.00	-	\$506.25
02/02/2022	🕒 ● Unbilled	AF: Confer with KM re case status	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Allen Feghali	0.40h	\$675.00	-	\$270.00
02/01/2022	🕒 ● Unbilled	AF: Confer with EN re case status	01458-Alfaro Alfaro v. Flying Food Group	Allen Feghali	0.40h	\$675.00	-	\$270.00
					<b>7.50h</b>		<b>\$0.00</b>	<b>\$5,062.50</b>
							0.00h	7.50h
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## Activities Export

04/24/2024  
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			LLC (Class - C) (CJ)					
01/27/2022	🕒 📌 Unbilled	AF: Confer with LT re case status	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Allen Feghali	0.30h	\$675.00	-	\$202.50
01/13/2022	🕒 📌 Unbilled	AF: Confer with KM re case status	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Allen Feghali	0.30h	\$675.00	-	\$202.50
01/11/2022	🕒 📌 Unbilled	AF: Confer with EN re case status	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Allen Feghali	0.30h	\$675.00	-	\$202.50
12/22/2021	🕒 📌 Unbilled	AF: Confer with EN re case status	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Allen Feghali	0.30h	\$675.00	-	\$202.50
12/09/2021	🕒 📌 Unbilled	AF: Confer with KM re case status	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Allen Feghali	0.40h	\$675.00	-	\$270.00
12/09/2021	🕒 📌 Unbilled	AF: Review notice of removal and begin notes for potential remand	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Allen Feghali	1.80h	\$675.00	-	\$1,215.00
12/02/2021	🕒 📌 Unbilled	AF: Review orders re standing order and transfer	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Allen Feghali	0.40h	\$675.00	-	\$270.00
11/16/2021	🕒 📌 Unbilled	AF: Confer with KM re case status	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Allen Feghali	0.45h	\$675.00	-	\$303.75
					<b>7.50h</b>		<b>\$0.00</b>	<b>\$5,062.50</b>
							0.00h	7.50h

## Activities Export

04/25/2024  
8:47 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/16/2024		LT: Review case file to return client's call ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Lilit Ter-Astvatsatryan	0.20h	\$550.00	-	\$110.00
02/05/2024		LT: Review and finalize DEC ISO prelim approval ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Lilit Ter-Astvatsatryan	0.30h	\$550.00	-	\$165.00
01/31/2024		LT: Review motion for preliminary approval from GK's office; draft declaration ISO prelim approval; confer w KM to review and finalize ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Lilit Ter-Astvatsatryan	2.65h	\$550.00	-	\$1,457.50
01/30/2024		LT: Email correspondence w GK's office re prelim moving papers ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Lilit Ter-Astvatsatryan	0.20h	\$550.00	-	\$110.00
01/09/2024		LT: Call w client re settlement terms and answer questions ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Lilit Ter-Astvatsatryan	0.75h	\$550.00	-	\$412.50
01/09/2024		LT: Return client's call; give update and next steps ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Lilit Ter-Astvatsatryan	0.35h	\$550.00	-	\$192.50
11/20/2023		LT: Call w client re settlement agreement ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Lilit Ter-Astvatsatryan	0.40h	\$550.00	-	\$220.00
11/17/2023		LT: Review long form; confer w KM re same ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Lilit Ter-Astvatsatryan	3.00h	\$550.00	-	\$1,650.00
					<b>12.29h</b>		<b>\$0.00</b> 0.00h	<b>\$6,759.50</b> 12.29h

## Activities Export

04/25/2024  
8:47 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/19/2023	🕒	LT: Call w client to answer questions re JPA a ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Lilit Ter-Astvatsatryan	0.45h	\$550.00	-	\$247.50
10/18/2023	🕒	LT: Review JPA from GK's office; take notes to meet w KM ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Lilit Ter-Astvatsatryan	0.93h	\$550.00	-	\$511.50
09/08/2023	🕒	LT: Email GK's office re our agreement for mediation ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Lilit Ter-Astvatsatryan	0.10h	\$550.00	-	\$55.00
09/08/2023	🕒	LT: Call w client and KM re mediation and next steps ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Lilit Ter-Astvatsatryan	0.35h	\$550.00	-	\$192.50
09/01/2023	🕒	LT: Review email from GK's office; confer w KM re proposal and next steps for a joint mediation ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Lilit Ter-Astvatsatryan	0.76h	\$550.00	-	\$418.00
08/23/2023	🕒	LT: Call w client re job assignments ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Lilit Ter-Astvatsatryan	0.40h	\$550.00	-	\$220.00
08/23/2023	🕒	LT: Email GK's office re JPA ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Lilit Ter-Astvatsatryan	0.10h	\$550.00	-	\$55.00
08/15/2023	🕒	LT: Call w client re joint prosecution and what it means and answered questions ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Lilit Ter-Astvatsatryan	0.50h	\$550.00	-	\$275.00
08/10/2023	🕒	LT: Review email from GK's office	01458-Alfaro	Lilit Ter-	0.85h	\$550.00	-	\$467.50
					<b>12.29h</b>		<b>\$0.00</b>	<b>\$6,759.50</b>
							0.00h	12.29h

## Activities Export

04/25/2024  
8:47 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		and confer w KM re same ● Unbilled	Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Astvatsatryan				
					<b>12.29h</b>		<b>\$0.00</b>	<b>\$6,759.50</b>
							0.00h	12.29h

## Activities Export

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/05/2022	🕒	RS: Reviewed case file and responded to OC in email Subject: RE: 1020.058; Carina Alfaro v. Flying Food Group, LLC (LASC Case No. 22STCV01827/USDC Case No. 2:21-cv-08920-AB(GJSx)) 🕒 Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Roy Suh	1.80h	\$650.00	-	\$1,170.00
02/28/2022	🕒	Subject: 1020.058; Carina Alfaro v. Flying Food Group, LLC (LASC Case No. 22STCV01827/USDC Case No. 2:21-cv-08920-AB(GJSx)) 🕒 Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Roy Suh	0.10h	\$650.00	-	\$65.00
02/28/2022	🕒	Subject: Alfaro v. Flying Food Group-Notice of ruling 🕒 Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Roy Suh	0.10h	\$650.00	-	\$65.00
02/28/2022	🕒	Subject: RE: 1020.058; Carina Alfaro v. Flying Food Group, LLC (LASC 21STCV36766); Notice of Ruling 🕒 Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Roy Suh	0.10h	\$650.00	-	\$65.00
02/04/2022	🕒	This Case Appears to be a PAGA Only Case Now? 🕒 Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Roy Suh	0.10h	\$650.00	-	\$65.00
					2.20h		\$0.00 0.00h	\$1,430.00 2.20h

04/24/2024  
5:29 PM



# **Exhibit 2**

## Activities Export

04/24/2024  
11:37 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/27/2022	\$	Journal ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Seung Yang	1.00	\$7.26	-	\$7.26
05/16/2022	\$	Journal ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Seung Yang	1.00	\$7.26	-	\$7.26
03/28/2022	\$	Ace ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Seung Yang	1.00	\$41.75	-	\$41.75
03/02/2022	\$	Ace ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Seung Yang	1.00	\$100.00	-	\$100.00
02/07/2022	\$	Ace ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Seung Yang	1.00	\$52.75	-	\$52.75
02/04/2022	\$	Journal ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Seung Yang	1.00	\$7.26	-	\$7.26
02/04/2022	\$	Journal ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Seung Yang	1.00	\$7.26	-	\$7.26
02/03/2022	\$	Complaint fee ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Seung Yang	1.00	\$1,481.72	-	\$1,481.72
02/03/2022	\$	Complaint fee (Paga) ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Seung Yang	1.00	\$454.22	-	\$454.22
							\$0.00 0.00h	\$3,029.63 0.00h

## Activities Export

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/26/2021	\$	LWDA ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Seung Yang	1.00	\$75.00	-	\$75.00
10/18/2021	\$	Admin fee ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Seung Yang	1.00	\$750.00	-	\$750.00
10/15/2021	\$	Ace ● Unbilled	01458-Alfaro Alfaro v. Flying Food Group LLC (Class - C) (CJ)	Seung Yang	1.00	\$45.15	-	\$45.15
							\$0.00	\$3,029.63
							0.00h	0.00h

04/24/2024  
11:37 AM

1 Gregory N. Karasik (SBN 115834)

**Karasik Law Firm**

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2 Pacific Palisades, CA 90272  
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4 Fax (310) 943-2582  
5 greg@karasiklawfirm.com

6 Sahag Majarian II (SBN 146621)

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8 Tel (818) 609-0807  
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10 Kane Moon (SBN 249834)

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**Moon Law Group PC**

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11 Los Angeles, California 90017  
12 Tel (213) 232-3128  
13 Fax (213) 232-3125

14 Attorneys for Plaintiffs

MARIA RODAS and CARINA ALFARO

15 UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

16 MARIA RODAS and CARINA  
17 ALFARO, individually and on behalf  
18 of other persons similarly situated,

Plaintiff,

19 vs.

20 FLYING FOOD GROUP, LLC; and  
21 DOES 1 through 10.

Defendants.

Case No. 2:19-cv-436-AB-GJSx

CLASS ACTION

**DECLARATION OF MARIA RODAS  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR AN AWARD OF FEES,  
COSTS AND ENHANCEMENT  
22 PAYMENTS IN CONNECTION WITH  
23 FINAL APPROVAL OF CLASS  
24 ACTION SETTLEMENT**

Date: July 12, 2024

Time: 10:00 a.m.

25 Ctrm: 7B (1<sup>st</sup> Street) via Zoom

26 I, Maria Rodas, declare:

27 1 I am one of plaintiffs Maria in this action against defendant Flying Food  
28 Group, LLC (“Defendant”). I have personal knowledge of the matters stated herein and

1 if called and sworn as a witness, I could and would competently testify under oath  
2 thereto.

3 2. During my employment with Defendant, I was not paid all the wages owed  
4 to me as a result of uneven rounding practices, was not paid all the overtime wages  
5 owed to me as a result of uneven rounding practices, was not paid all the overtime  
6 wages owed to me as a result of Defendant not calculating correctly the regular rate of  
7 pay of employees who received shift pay, was not provided accurate wage statements,  
8 was not provided with wage that stated the number of hours worked or the hourly rate of  
9 pay with respect to shift pay, and was not paid all the wages owed to me upon the  
10 termination of my employment. Because the violations that I experienced affected all of  
11 my co-workers the same way, after learning about California labor laws from my  
12 attorneys, I decided to bring a class action lawsuit action against Defendant that was  
13 filed in state court in November 2018.

14 3. Based on the information provided by my attorneys, I knew that litigating  
15 this case as a class action was riskier than litigating it as an individual case because I  
16 had the additional burden of proving all the requirements for a class action. I also  
17 understood that, if I lost the case, there was a chance that I might be ordered to pay  
18 Defendant's fees and costs. I also knew that by litigating this case as a class action, I  
19 could face difficulty finding future employment as I would have a record of suing one of  
20 my employers. Fully understanding the risks in this case, I decided to go forward with  
21 the lawsuit as a named plaintiff and assumed the duties and responsibilities of litigating  
22 this case as a class action and serving as the class representative.

23 4. For my services as a named plaintiff and the risks I have undertaken in  
24 bringing this class action against my former employer, I am requesting an enhancement  
25 of \$9,000. I believe the enhancement I am requesting is a fair and reasonable reward for  
26 helping people vindicate their legal rights against my former employer and, because of  
27 this lawsuit, recover money that, if not for this lawsuit, they would not have received. I  
28 believe that an enhancement of \$9,000 is fair and reasonable in light of the gross



1 settlement amount of \$1,200,000 and the fact that the settlement provides a relatively  
2 high rate of recovery to class members on their claims. Since the settlement allocates  
3 \$450,000 to the Settlement Class and \$750,000 to the Shift Pay Class, class members  
4 recovered more than 80% of the value of their rounding claims and more than 25% of  
5 the value of their wage statement claims.

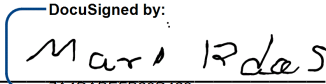
6 5. I also believe the amount of enhancement I am requesting is fair and  
7 reasonable in light of the many risks I took in deciding to be a class action  
8 representative in this lawsuit. Had I not prevailed on the claims I alleged, I might have  
9 had to pay the Defendant's costs and attorney's fees. This risk was significant and any  
10 judgment against me for costs or attorney's fees would have imposed a substantial  
11 financial burden on me that, in light of my present financial condition, would have  
12 resulted in dire economic hardship to me and my family. I not only faced this financial  
13 risk but also took the risk that, because I had brought a class action lawsuit against one  
14 of my former employers, prospective employers would not want to hire me.

15 6. I believe the amount of enhancement I am requesting is also fair and  
16 reasonable in light of all the work that I have done to advance the interest of the class  
17 members in this case. Since I found my attorneys and filed this lawsuit, I have been in  
18 contact with them on a regular basis and have assisted them with the prosecution of this  
19 lawsuit in every way they have asked. Over the course of the litigation – which has now  
20 taken more than five years -- I have had numerous discussions with my attorneys,  
21 provided them all the documents I received from Defendant, explained to them my  
22 understanding of its employment practices, participated telephonically in the mediations  
23 and mandatory settlement conferences that ultimately led to the Settlement, reviewed  
24 the settlement papers before I signed them, and am submitting this declaration in  
25 support of my request for an enhancement payment. I estimate that through and  
26 including the signing of this declaration, I have spent more than 100 hours helping my  
27 lawyers work on this case.

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This declaration has been read to me translated into Spanish. Based on the Spanish translation of this declaration read to me, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 25, 2024 at Yakima, Washington.

DocuSigned by:  
  
7A4DABEFB20D423...  
Maria Rodas

1 Gregory N. Karasik (SBN 115834)  
2 **Karasik Law Firm**  
3 16021 Aiglon St.  
4 Pacific Palisades, CA 90272  
5 Tel (310) 454-2178  
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7 greg@karasiklawfirm.com

8 Sahag Majarian II (SBN 146621)  
9 sahagii@aol.com  
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14 Fax (818) 609-0892

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17 **Moon Law Group PC**  
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20 Tel (213) 232-3128  
21 Fax (213) 232-3125

22 Attorneys for Plaintiffs  
23 MARIA RODAS and CARINA ALFARO

24 UNITED STATES DISTRICT COURT  
25 CENTRAL DISTRICT OF CALIFORNIA

26 MARIA RODAS and CARINA  
27 ALFARO, individually and on behalf  
28 of other persons similarly situated,

Plaintiff,

vs.

FLYING FOOD GROUP, LLC; and  
DOES 1 through 10.

Defendants.

Case No. 2:19-cv-436-AB-GJSx

CLASS ACTION

**DECLARATION OF CARINA  
ALFARO IN SUPPORT OF  
PLAINTIFFS' MOTION FOR AN  
AWARD OF FEES, COSTS AND  
ENHANCMENT PAYMENTS IN  
CONNECTION WITH FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: July 12, 2024

Time: 10:00 a.m.

Ctrm: 7B (1<sup>st</sup> Street) via Zoom

I, Carina Alfaro, declare:

1 I am one of plaintiffs in this action against defendant Flying Food Group,

1 LLC (“Defendant”). I have personal knowledge of the matters stated herein and if  
2 called and sworn as a witness, I could and would competently testify under oath thereto.

3 2. During my employment with Defendant, I was not paid all the wages owed  
4 to me as a result of uneven rounding practices, was not paid all the overtime wages  
5 owed to me as a result of uneven rounding practices, was not provided accurate wage  
6 statements, and was not paid all the wages owed to me upon the termination of my  
7 employment. Because the violations that I experienced affected all of my co-workers  
8 the same way, after learning about California labor laws from my attorneys, I decided to  
9 bring a class action lawsuit against Defendant that was filed in state court  
10 October 6, 2021.

11 3. Based on the information provided by my attorneys, I knew that litigating  
12 this case as a class action was riskier than litigating it as an individual case because I  
13 had the additional burden of proving all the requirements for a class action. I also  
14 understood that, if I lost the case, there was a chance that I might be ordered to pay  
15 Defendant’s fees and costs. I also knew that by litigating this case as a class action, I  
16 could face difficulty finding future employment as I would have a record of suing one of  
17 my employers. Fully understanding the risks in this case, I decided to go forward with  
18 the lawsuit as a named plaintiff and assumed the duties and responsibilities of litigating  
19 this case as a class action and serving as the class representative.

20 4. For my services as a named plaintiff and the risks I have undertaken in  
21 bringing this class action against my former employer, I am requesting an enhancement  
22 of \$5,000. I believe the enhancement I am requesting is a fair and reasonable reward for  
23 helping people vindicate their legal rights against my former employer and, because of  
24 this lawsuit, recover money that, if not for this lawsuit, they would not have received. I  
25 believe that an enhancement of \$5,000 is fair and reasonable in light of the gross  
26 settlement amount of \$1,200,000 and the fact that the settlement provides a relatively  
27 high rate of recovery to class members on their claims. Since the settlement allocates  
28

1 \$450,000 to the Settlement Class and \$750,000 to the Shift Pay Class, class members  
2 recovered more than 80% of the value of their rounding claims and more than 25% of  
3 the value of their wage statement claims.

4 5. I also believe the amount of enhancement I am requesting is fair and  
5 reasonable in light of the many risks I took in deciding to be a class action  
6 representative in this lawsuit. Had I not prevailed on the claims I alleged, I might have  
7 had to pay the Defendant's costs and attorney's fees. This risk was significant and any  
8 judgment against me for costs or attorney's fees would have imposed a substantial  
9 financial burden on me that, in light of my present financial condition, would have  
10 resulted in dire economic hardship to me and my family. I not only faced this financial  
11 risk but also took the risk that, because I had brought a class action lawsuit against one  
12 of my former employers, prospective employers would not want to hire me.

13 6. I believe the amount of enhancement I am requesting is also fair and  
14 reasonable in light of all the work that I have done to advance the interest of the class  
15 members in this case. Since I found my attorneys and filed this lawsuit, I have been in  
16 contact with them on a regular basis and have assisted them with the prosecution of this  
17 lawsuit in every way they have asked. Over the course of the litigation – which has now  
18 taken more than three years -- I have had numerous discussions with my attorneys,  
19 provided them all the documents I received from Defendant, explained to them my  
20 understanding of its employment practices, participated telephonically in the mediations  
21 and mandatory settlement conferences that ultimately led to the Settlement, reviewed  
22 the settlement papers before I signed them, and am submitting this declaration in  
23 support of my request for an enhancement payment. I estimate that through and  
24 including the signing of this declaration, I have spent anywhere between 15-20 hours  
25 helping my lawyers work on this case.



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This declaration has been read to me translated into Spanish. Based on the Spanish translation of this declaration read to me, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 24, 2024, at Inglewood, California.

DocuSigned by:  
*carina alfar*  
F416382202FF4DD...  
Carina Alfaro