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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ**

SALVADOR VILLANUEVA and MARCO
PEREZ, individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

LA ROSA TORTILLA FACTORY, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 22CV00226

**CLASS AND REPRESENTATIVE
ACTION**

*[Assigned for all purposes to: Hon. Syda
Kosofsky Cogliati, Dept. 5]*

**DECLARATION OF KANE MOON IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with: Plaintiffs' Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement, Memorandum of
Points and Authorities; Declaration of Justin
F. Marquez; and [Proposed] Order Granting
Motion]*

PRELIMINARY APPROVAL HEARING

Date: July 25, 2024
Time: 8:30 a.m.
Dept: 5

Complaint filed: January 28, 2022
FAC filed: May 18, 2022
SAC filed: May 16, 2024
Trial date: Not set

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10 *Attorneys for Plaintiffs*

1 **DECLARATION OF KANE MOON**

2 I, Kane Moon, declare as follows:

3 1. I am an attorney at law duly licensed to practice as such before all Courts of the
4 State of California and am one of the attorneys of record for Plaintiff Marco Perez (“Plaintiff
5 Perez”) and the putative Class. I have personal knowledge of the matters set forth herein and, if
6 called to testify, I could and would testify competently to the facts described herein.

7 2. This declaration is submitted in support of the Motion for Preliminary Approval of
8 Class Action and PAGA Settlement filed by Plaintiff Perez and Plaintiff Salvador Villanueva
9 (“Plaintiff Villanueva”) (collectively, “Plaintiffs”). Plaintiffs seek approval of a proposed
10 settlement reached in the above-captioned matter with Defendant La Rosa Tortilla Factory, Inc.
11 (“Defendant,” and together with Plaintiffs, the “Parties”).

12 **THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

13 3. I believe the Settlement is fair, reasonable, and adequate. Class Counsel have
14 conducted a thorough investigation into the facts, merit, and strengths of this case, including through
15 the Parties’ exchange of documents and information and on Class Counsel’s own independent
16 investigation and evaluation. Furthermore, considering all known facts and circumstances, the risk
17 of significant delay, trial risk, appellate risk, and the defenses that Defendant may assert both to
18 certification and on the merits, the proposed Settlement is in the best interests of the Class.

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

23 **THE SERVICE AWARD TO PLAINTIFF PEREZ IS REASONABLE**

24 5. The proposed Settlement provides for a Class Representative Enhancement Payment
25 in an amount of \$5,000.00, each, to Plaintiffs, in addition to the amounts they are eligible to receive
26 as Class Members.

27 6. With respect to Plaintiff Perez, throughout this litigation he has cooperated immensely
28 with my office and has taken many actions to protect the interests of the Class. Plaintiff Perez

1 provided valuable information regarding his hours worked, and what duties were performed during
2 those hours. He also provided information regarding meal and rest periods taken and missed by him
3 and other Class Members. He participated in decisions concerning this action, assisted in preparation
4 for the mediation, and provided my office with the names and contact information of potential
5 witnesses in this action. Before we filed this case, Plaintiff Perez worked with my office to determine
6 the viability of his claims. Plaintiff Perez also provided information and documents relating to his
7 employment with Defendant. The information provided by Plaintiff Perez was instrumental in
8 establishing the wage and hour violations alleged in this action, and the recovery provided for in the
9 proposed Settlement would have been impossible to obtain without his participation.

10 7. At the same time, Plaintiff Perez faced many risks in adding himself as a Class
11 Representative in this matter. Plaintiff Perez faced actual risks with his future employment, as
12 putting themselves on public record in an employment lawsuit could also very well affect his
13 likelihood for future employment. Additionally, under the proposed Settlement, Plaintiff Perez has
14 agreed to a general release of claims against Defendant, both known and unknown, and waiver of
15 section 1542 rights.

16 8. In turn, Class Members now have the opportunity to participate in a settlement,
17 reimbursing them for wage violations they may have never known about on their own or been
18 willing to pursue on their own. If these Class Members would have each tried to pursue legal
19 remedies on their own, that would have resulted in each having to expend a significant amount of
20 their own monetary resources and time, which may not have been feasible for Class Members and
21 were obviated by Plaintiffs putting themselves on the line on behalf of the Class.

22 9. In the final analysis, this class action would not have been possible without the aid of
23 Plaintiff Perez, who put his own time and effort into this litigation and placed himself at risk for the
24 sake of the Class. The requested enhancement award to Plaintiff Perez for his service as a Class
25 Representative is a relatively small amount of money considering his time and effort put into the
26 litigation and considering enhancements regularly granted in other class actions. Therefore, the
27 requested service award is reasonable.

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

13. I am experienced in prosecuting and defending employment matters, particularly class actions as well as PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage and hour class action lawsuits pending in various counties throughout California, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead

counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI’S EXPERIENCE AND QUALIFICATIONS

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

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

1 16. Mr. Feghali's currently billing rate is \$850.00 per hour, which is his usual hourly rate
2 in wage and hour litigations. During Mr. Feghali's tenure with Moon Law Group, PC, he has played
3 a critical role in obtaining outstanding results for employees who have been wronged by their
4 employers. Mr. Feghali's litigation experience includes, but is not limited to:

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

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

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

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

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

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

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

1 RSWL–MRWx) 2018 WL 1352910. Defendants there sought to remove the case
2 based on the inclusion of a “sham defendant,” but the court agreed with Mr. Feghali’s
3 briefing which argued that the individual defendant, who was alleged to have
4 harassed the plaintiff under FEHA, was a proper defendant.

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

10 17. Since June 2018, Mr. Feghali’s practice has shifted to almost exclusively
11 representing employees in wage and hour class and representative actions. His fee has been
12 approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the
13 litigation and resolution of over 100 wage and hour class actions, including obtaining preliminary
14 and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead
15 or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal.* (No.
16 20STCV09876) (\$5,000,000); *Stanley Black & Decker Wage and Hour Cases* (No. JCCP5218)
17 (\$3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000);
18 *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000); *Aquino v.*
19 *Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC*
20 (No. 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-
21 00035844-CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921)
22 (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et*
23 *al. v. Gate Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit*
24 *Union* (No. 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625)
25 (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v.*
26 *The Roman Catholic Bishop of Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose*
27 *Water Co.* (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering, Inc.* (No.
28 22CECG00591) (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members);

1 *Cha v. Center Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr.,*
2 *L.P.* (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No.
3 BC682972) (\$750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-
4 2018-00228252) (\$1,250,000).

5 THE EXPERIENCE AND QUALIFICATIONS OF MOON LAW GROUP, PC

6 18. I respectfully submit that Moon Law Group, PC, including the foregoing named
7 attorneys, is competent and well suited to act as Class Counsel in this action, and we have and will
8 continue to vigorously represent Class interests.

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

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

1 21. I do not believe that I or any other attorneys of Moon Law Group, PC have any
2 conflicts of interest with Plaintiffs, other Class Members, co-counsel, or the proposed Settlement
3 Administrator. I am not related to any of the named Plaintiffs.

4 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

5 22. The proposed Settlement provides for attorneys' fees payable to Class Counsel in an
6 amount up to \$166,666.67, which is one third of the Gross Settlement Amount, plus reimbursement
7 for actual litigation costs not to exceed \$15,000.00.

8 23. The proposed award of attorneys' fees to Class Counsel can be justified under either
9 the lodestar method or percentage recovery method. Class Counsel, however, base the requested
10 award of fees on the percentage method. Nonetheless, at the time of final approval, my office intends
11 to provide the Court with our hours necessary for a lodestar analysis. We can provide complete,
12 detailed billing records should the Court request them, but in such event would request the
13 opportunity to redact attorney-client, attorney work product, and any other privileged information.

14 24. I am informed and believe that the fee and costs provision under the proposed
15 Settlement is reasonable. The fee percentage requested is less than that charged by my office for
16 most employment cases. My office invested significant time and resources into the case, with
17 payment deferred to the end of the case, and then, of course, contingent on the outcome.

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

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

1 Because my firm is taking the risk that we will not be reimbursed for our time unless our client
2 settles or wins his or her case, we cannot afford to represent an individual employee on a
3 contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate
4 for services. It is essential that we recover more than our regular hourly rate when we win if we are
5 to remain in practice so as to be able to continue representing other individuals in civil rights
6 employment disputes.

7 27. My office invested significant time and resources into the case, with payment
8 deferred to the end of the case, and then, of course, contingent on the outcome. My office's efforts
9 have included and will include, without limitation, the following:

- 10 (a) Numerous interviews with Plaintiff Perez, and review of documents and information
11 provided by him;
- 12 (b) Legal research and investigation regarding Defendant's practices at numerous points
13 in the litigation;
- 14 (c) Preparation and submission of Plaintiff Perez's PAGA notice letter;
- 15 (d) Preparation, finalization, and filing of multiple drafts of Plaintiff Perez's original
16 class action complaint;
- 17 (e) "Meet and confer" efforts with counsel for Plaintiff Villanueva regarding
18 consolidation;
- 19 (f) Preparation and finalization of the second amended class action complaint filed in
20 this Court, and requesting dismissal of Plaintiff Perez's action;
- 21 (g) Contacting witnesses;
- 22 (h) Extensive "meet and confer" efforts with Defendant's counsel to obtain relevant
23 documents and information in preparation for mediation, and review of data and
24 documents produced;
- 25 (i) Analysis of the audit results and preparation of a damages model with the aid of a
26 statistics expert;
- 27 (j) Research and preparation of Plaintiffs' mediation brief;
- 28 (k) Attendance and active participation at a full day of mediation;

1 (l) Drafting, negotiating, and reviewing multiple drafts of the proposed Settlement and
2 class notice; and

3 (m) Preparation and finalization of the motion for preliminary approval and
4 accompanying filings, and attendance at the preliminary approval hearing.

5 28. Through the efforts of my office, co-counsel, and Plaintiffs, a fair and reasonable
6 resolution has been reached that includes a non-reversionary settlement payment by Defendant to
7 compensate Class Members for Defendant's alleged wage and hour practices. I am informed and
8 believe that, without the efforts of my office, co-counsel, or Plaintiffs, the Labor Code and Wage
9 Order violations alleged would have gone completely unremedied.

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

12 Executed on July 2, 2024, at Los Angeles, California.

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16 Kane Moon
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Villanueva, et al. v. La Rosa Tortilla Factory, Inc., et al.
22CV00226