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Attorneys for Plaintiff Robert Hooper

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

ROBERT HOOPER, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

GURU FOODS, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: STK-CV-UOE-2022-0001442

CLASS AND REPRESENTATIVE ACTION

[*Assigned for all purposes to Hon. Robert T Waters, Dept. 11B*]

DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[*Filed with Plaintiff's Notice of Motion and Memorandum of Points and Authorities, the Declaration of Plaintiff Robert Hooper, and [Proposed] Preliminary Approval Order*]

PRELIMINARY APPROVAL HEARING:
Date: August 11, 2026
August 12, 2026
August 13, 2026
August 14, 2026
August 18, 2026
Time: 9:00 a.m.
Dept.: 11B

Action Filed: February 25, 2022
FAC Filed: April 28, 2022

Trial Date: Not set

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Robert Hooper ("Plaintiff") and the putative Class. I have personal knowledge of the matters set forth herein and if called as a witness, I could and would testify competently to the facts described herein.

CASE BACKGROUND AND PROCEDURAL HISTORY

2. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff seeks to represent a class of all persons who worked for Defendant Guru Foods, Inc. ("Defendant") (together with Plaintiff, the "Parties") in California as an hourly-paid, non-exempt employee at any time during the period from October 1, 2021, through December 31, 2025. Defendant operates franchises of the Denny's restaurant chain. Plaintiff contends he and his coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

3. Plaintiff's claim for unpaid minimum and overtime wages stems from allegations that Defendant failed to compensate Plaintiff and Class Members for off-the-clock work. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work, Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-code-compliant breaks. Plaintiff further brings a claim for unreimbursed necessary business expenses based on allegations that Class Members were required to use their personal cellphones and vehicles for business purposes, without reimbursement for the same. Finally, Plaintiff also brings derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

4. Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff filed a class action on February 25, 2022, which alleges Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed to pay final wages at

termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business practices.

5. On February 19, 2022, Plaintiff gave written notice to the California Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code violations, with certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff's PAGA Notice letter to Defendant and the LWDA is attached hereto as **Exhibit 2**. On April 28, 2022, Plaintiff filed a First Amended Complaint (the "Operative Complaint") to add a claim for civil penalties under PAGA. A copy was submitted to the LWDA in compliance with Labor Code section 2699, subd. (*l*)(1). To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene in this Action.

6. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Defendant asserts it complied with all of its compensation obligations, including compensating Class Members for all off-the-clock work and overtime work, and therefore, Plaintiff and other Class Members were paid all wages owed. Defendant maintains compliance with all its meal and rest period obligations. Defendant asserts it complied with all of its reimbursement obligations, and therefore, Plaintiff and other Class Members were compensated for any and all necessary business expenses incurred. To the extent Class Members received wage statements that were allegedly inaccurate, Defendant asserts employees suffered no actual damage or harm as a result. (*See, e.g.*, *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) With respect to Plaintiff's claim for waiting time penalties, Defendant alleges its good-faith belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiff cannot prove Defendant's alleged failure to pay all final wages at the time of separation was "willful." (*See, e.g.*, *Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others, Defendant denies all of Plaintiff's claims and allegations, and further claims it did not engage in any unfair business practices and denies liability under PAGA. Defendant also maintains the claims are improper for class treatment, in part, due to the individualized and

testimony-intensive nature of the wage claims that could bar class certification or significantly reduce Defendant's overall liability.

DISCOVERY AND INVESTIGATION

7. The Parties agreed to mediate the instant action, and participated in private mediation with Honorable Carl West (Ret.), an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal exchange of documents and information before mediation. Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the claims asserted in this action. Defendant produced a statistically significant sample of time and pay records for the putative Class, Plaintiff's personnel file, and Defendant's written policies. Defendant also provided information regarding the estimated number of current and formerly employed Class Members, Aggrieved Employees, and PAGA Pay Periods.

8. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample records and documents regarding Defendant's wage and hour policies. Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to the mediation. The sample time and pay records analyzed contained 9,160 actual shifts worked (representing roughly 5% of total shifts worked in the Class Period), which allowed Plaintiff's expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff's and his Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS

9. On February 8, 2023, the Parties participated in a full day of private mediation before Honorable Carl West (Ret.). The negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had

not been reached. A settlement was not reached at mediation, but through extended settlement discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses and following formal discovery activity, the Parties reached a settlement. The material terms of the settlement are set out in the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement"). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. Additionally, the proposed class notice is attached to the Settlement as **Exhibit A**.

10. In compliance with Labor Code section 2699, subdivision (*l*)(2), Plaintiff's Counsel submitted to the LWDA a notice of settlement and a copy of the proposed Settlement. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**.

11. Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (Settlement, ¶ 3.1.) Each Class Member who does not opt-out will be entitled to a pro rata share of the Net Settlement Amount that is directly proportional to the number of Pay Periods worked during the Class Period. (*Id.* at ¶ 3.2.4.) Likewise, each Aggrieved Employee will be entitled to a pro rata share of the 25% share of the PAGA Penalties directly proportional to the number of PAGA Pay Periods. (*Id.* at ¶ 3.2.5.1.)

12. The Settlement provides a fee application of not more than one-third of the Gross Settlement Amount (currently estimated to be $116,666.67) for reasonable attorneys' fees, plus reimbursement for actual litigation costs not to exceed $20,000.00, payable from the Gross Settlement Amount. (*Id.* at ¶ 3.2.2.) In the event the amounts finally approved are less, the difference will be allocated to Participating Class Members. (*Id.*) At this time, my firm's litigation costs are $15,099.49, and a true and correct copy of such costs is attached hereto as **Exhibit 4**.

13. The Settlement includes a Class Representative Service Payment up to $12,000.00 payable from the Gross Settlement Amount, subject to the Court's approval, to Plaintiff as the Class Representative, in addition to the amount he is eligible to receive as a Class Member. (*Id.* at ¶ 3.2.1.) This award is for Plaintiff initiating and providing services in support of the Action, in recognition for the risks attendant to the role as the named Plaintiff and Class Representative, and in exchange for Plaintiff's General Release. (*Id.* at ¶ 1.14.)

In the event the award finally approved is less, the difference will be allocated to Participating Class Members. (*Id.* at ¶ 3.2.1.)

14. The Parties jointly appointed Phoenix Class Action Administration Solutions as the neutral entity to administer this Settlement, agreed the Administrator will be paid the costs of administration work from the Gross Settlement Amount, and estimated administration costs will not exceed $9,500.00 (*Id.* at ¶¶ 1.2, 3.2.3, 7.1.) In the event the amount finally approved is less, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.2.3.) At this time, the Administrator estimates costs will not exceed $9,500.00, and a true and correct copy of the Administrator's costs estimate is attached hereto as **Exhibit 5**.

15. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay its employer's share of payroll taxes owed on the Wage Portion of Individual Class Payments, by transmitting the funds to the Administrator within fourteen (14) calendar days of the Effective Date. (*Id.* at ¶ 4.3.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

16. Plaintiff's Counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing document and information exchange and on their own independent investigation and evaluation, Plaintiff's Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses that Defendant may assert both to certification and on the merits, the Settlement is in the best interest of the Class.

17. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by Defendant, on Plaintiff's expert's analysis of the sample records provided by Defendant, and on information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on a review of Defendant's records, there are an estimated: 539 Class Members who worked an aggregate of 200,120 shifts, 35,000 Workweeks, at an average hourly rate of $14.50. Additionally, there are an estimated: 383 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, 539 employees falling within the one-year SOL period for inaccurate wage statement penalties and PAGA penalties, and 15,495 PAGA Pay Periods.

Accordingly, we calculated Defendant's potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Off the Clock)	35,000 Workweeks	$14.50 average hourly rate	33,353.4 net unpaid hours (assuming 10 minutes per shift)	**$48,362.43****
Meal Period Violations	35,000 Workweeks	$14.50 average hourly rate	133,923 unique meal break violations	**$291,282.53***
Rest Period Violations	35,000 Workweeks	$14.50 average hourly rate	59,829 rest break violations (assuming 50% break violations for break-eligible shifts)	**$86,752.05****
Unreimbursed Business Expenses Violations	35,000 Workweeks	$25 / Pay Month	Expert Analysis of Records	**$21,875.00****
Labor Code § 203	Based on approx. 383 terminated employees within the 3-year SOL	$14.50 average hourly rate / 30-day max.	Assumes 8 hours / day	**$66,642.00*****
Labor Code § 226	Based on approx. 539 employees within the 1-year SOL	$50 per initial pay period / $100 per subsequent pay periods / $4,000 employee max.	Based on 15,495 pay periods within the 1-year SOL	**$76,132.50*****
PAGA	Based on 15,495 pay periods within the 1-year SOL	$100 per pay period	Based on 15,495 pay periods within the 1-year SOL	**$77,475.00*****
Total				**$668,521.51**

* These figures are discounted based on a 15% probability of prevailing at class certification an on the merits.
** These figures are discounted based on a 10% probability of prevailing at class certification an on the merits.
*** These figures are discounted based on a 5% probability of prevailing at class certification an on the merits.

18. Plaintiff's unpaid wages claim is based on allegations that Defendant did not compensate Class Members for all hours worked. Plaintiff alleges that Plaintiff and putative Class Members were required to arrive at work earlier than their scheduled start time to undergo COVID pre-screenings and to wait in line to clock in for their shift. Plaintiff also alleges that Plaintiff and Class Members performed work after clocking out, including responding to phone calls and text messages and working through their meal and rest breaks. Therefore, Plaintiff's Counsel estimated Class Members spent an average 10 minutes off the clock per shift during the Class Period. Plaintiff's Counsel and its data expert then estimated that Defendant failed to pay Class Members for approximately 33,353.4 hours. From this, and in light of the average rates of the Class Members, Defendant's estimated maximum potential liability is $483,624.30 (33,353.4 hours x $14.50 avg. hourly rate). Defendant contended that all time worked was compensated, that Class Members were not permitted to work off-the-clock, and that proving any such claim would prove that this issue is highly individualized and not susceptible to class-wide treatment. Additionally, "off-the-clock" claims are difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this claim – there are no records to be used as evidence. In light of these defenses, and for purposes of settlement, Plaintiff's Counsel discounted the maximum potential liability by 90% ($483,624.30 * .10). **Plaintiff's realistic recovery estimate for the unpaid wages claim due to off-the-clock work is therefore $48,362.43.**

19. Plaintiff's meal period claim is based on allegations that Defendant did not provide or maintain sufficient meal period practices, such that Class Members were not always permitted or able to take meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without compensation in lieu thereof. The sample of time and corresponding payroll records of the putative Class indicated that Defendant either failed to provide a meal period or provided a short and/or interrupted meal period 133,923 times throughout the Class Period, such that 66.9% of pay periods had a unique meal break violation. Plaintiff's Counsel and its data expert then calculated that, in light of these violations and the average hourly rate of the putative Class, Defendant had a potential liability of $1,941,883.50 (133,923 unique violations x $14.50 avg. hourly rate). Defendant nonetheless contended that many meal breaks were taken and, where a violation appears, it was a result of the Class Member voluntarily choosing to forego a meal period, to take

it after the end of the fifth hour, or to stop his or her break early to return to work. Moreover, certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods. In light of these defenses, and for purposes of settlement, Plaintiff's Counsel discounted the potential liability by 85% ($1,941,883.50 x 0.15). **Plaintiff's realistic recovery estimate for the meal period claim is therefore $291,282.53.**

20. The rest break claim is based on the allegation that Defendant did not provide or maintain sufficient rest break practices, such that Class Members were regularly required to work in excess of four consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest break violations could not be calculated since Defendant neither documented, nor is required to document, when Class Members took their required rest breaks. Therefore, in preparation for mediation, Plaintiff's Counsel estimated that Defendant had a 50% violation rate for shifts greater than or equal to 3.5 hours in length. Plaintiff's expert then estimated that, in light of the estimated violation rate, and average hourly rate of the putative Class, Defendant had a potential liability of $867,520.50 (59,829 unique rest break violations x $14.50 per hour). Defendant nonetheless contended that rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks and, significant for purposes of class certification, that this claim is individualized in nature and therefore would require declarations indicating that Class Members shared a similar experience as to rest breaks. In light of these defenses, and for purposes of settlement, Plaintiff's Counsel discounted the potential liability by 90% ($867,520.50 x 0.10). **Plaintiff's realistic recovery estimate for the rest break claim is therefore $86,752.05.**

21. The unreimbursed business expenses claim is based on the allegation that Defendant did not reimburse Class Members for all expenses Class Members incurred in direct consequence of the discharge of their duties. For example, Plaintiff and Class Members were required to use their personal cellphones to communicate with their supervisors. Additionally, Plaintiff alleges that he and Class Members were required to use their personal vehicles on a monthly basis to obtain missing ingredients and that he and Class Members were also required to purchase additional sets of uniforms. The precise value of all

necessary business expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation, Plaintiff's Counsel estimated that Defendant should have reimbursed each Class Member approximately $25.00 per month. Plaintiff's Counsel then estimated that, in light of the estimated maximum reimbursement, Defendant had a potential liability of $218,750.00. Defendant nonetheless contended that it complied with all of its reimbursement obligations, that not all employees used their cellphone and vehicles or purchased additional uniforms, and further, that the reimbursement claim would be difficult to certify, given the limited documentation and the individualistic nature of this claim. In light of these defenses, and for purposes of settlement, Plaintiff's Counsel discounted the potential liability by 90% ($218,750.00 x 0.10). **Plaintiff's realistic recovery estimate for the unreimbursed expenses claim is therefore $21,875.00.**

22. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates Defendant's maximum potential recovery, prior to risk-adjustment, is $4,404,990.00, which breaks down as follows: **$1,332,840.00** for waiting time penalties for approximately 383 terminated Class Members in the 3-year SOL; a **$1,522,650.00** penalty for inaccurate wage statements based on approximately 539 Class Members in the 1-year SOL; and **$1,549,500.00** for PAGA penalties based on 15,495 Pay Periods and the Court assessing a $100 penalty for each pay period containing a violation. However, I believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties and given Defendant's defenses, including without limitation, that any failure to pay all final wages at the time of separation was not willful or intentional and that to the extent Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore, considering the underlying wage claims are realistically estimated to be $448,272.01, awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty (resulting in **$66,642.00** for waiting time penalties, **$76,132.50** for inaccurate wage statement penalties, and **$77,475.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate of $220,249.50 for statutory and civil penalties**.

23. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all claims, including penalties, is $668,521.51**. This means **the $350,000.00 gross settlement figure represents roughly 52% of the total realistic recovery**. This is an excellent result for the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being able to recover anything.

24. With regards to the PAGA claims, Plaintiff and his Counsel believe the Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. (Lab. Code §§ 2698, *et seq.*) As a result of this litigation, Defendant has had to hire legal counsel, engage in informal discovery, and participate in mediation. Defendant is also now having to pay civil penalties to the LWDA under the Settlement, assuming final settlement approval is granted. (Settlement, ¶ 3.2.5.) Not including its own attorneys' fees and costs as well as the employer's share of payroll taxes, Defendant will pay no less than $350,000.00 to resolve this matter—of which $35,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699 as 75% ($26,250.00) to the LWDA and 25% ($8,750.00) to Aggrieved Employees[1]—and the release obtained under the Settlement does not preclude Aggrieved Employees from seeking remedies based on any underlying individual claims they may have against Defendant or the other Released Parties. (Lab. Code § 2699(i).) Moreover, Plaintiff's Counsel are of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. Indeed, under Labor Code section 2699, subdivision (e)(2), a Court can reduce PAGA penalties "if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

[1] On July 1, 2024, new legislation was enacted to amend PAGA in several respects, including as to the recovery split for civil penalties. (Stats. 2024, ch. 44 (Assem. Bill No. 2288), § 1, eff. Jul. 1, 2024.) As amended, PAGA now provides for a 65%-LWDA/35%-aggrieved employee split. (Lab. Code § 2699(m).) However, PAGA reform only applies to PAGA actions initiated on or after June 19, 2024. (*Id.* at § 2699(v)(1).)

25. While Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving the amounts of wages owed to each Class Member would be an expensive, time-consuming, and uncertain proposition.

26. The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff was able to pursue his claims on a class-wide basis and obtain certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class.

27. This Settlement avoids the risks, burdens, and the accompanying expense of further litigation. Although the Parties have engaged in a significant amount of investigation, informal and formal discovery, and class-wide data analysis, they have not conducted depositions. Moreover, preparation for class certification and a trial would remain for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

28. The Net Settlement Amount available for settlement payments is estimated to be *no less than* **$156,833.33** for an estimated Class of **539 individuals**.[2] As a result, it is estimated each Participating Class Member will receive an average gross benefit of approximately **$290.97** prior to tax withholdings on the wage portion of payments. Considering Class Members' average hourly rate is $14.50, the average benefit is roughly **20.1 hours of work**. This amounts to **an estimated Workweek value of roughly $4.48** for the currently estimated **35,000 Workweeks**. Additionally, it is currently estimated there are **539 Aggrieved Employees** who will receive an estimated average of approximately **$16.23** from their $8,750.00 total share of the PAGA Penalties, which results in an estimated **Pay Period value of $0.56** per pay period based on the currently estimated **15,495 PAGA Pay Periods**. The actual amounts to Participating Class Members and Aggrieved Employees will vary based on each individual's duration of work during the Class Period or PAGA Period, respectively; thus, those who worked longer will receive a gross benefit greater than the

[2] The Net Settlement Amount is at least $350,000.00 less the following: $12,000.00 for the Class Representative Service Payment, $9,500 for Administration Expenses Payment, $35,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, $116,666.67 for the Class Counsel Fees Payment, and up to $20,000.00 for the Class Counsel Costs Payment. (Settlement, ¶¶ 3.2.1-3.2.5.)

average estimated amount. At this time, the high and low range of payments to Class Members is unknown. These ranges will be calculated by the Administrator following preliminary approval and receipt and processing of the Class List and will be provided to the Court in a motion for final approval.

29. The proposed Settlement of $350,000.00 therefore represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Settlement amount of $350,000.00 is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate.

THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

30. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff provided valuable information regarding his hours worked, and what duties were performed during those hours. Plaintiff also provided information regarding meal periods taken and missed by Plaintiff and other Class Members. Plaintiff participated in decisions concerning this action, assisted in preparation for the mediation, and provided my office with the names and contact information of potential witnesses in this action. Before we filed this case, Plaintiff worked with my office to determine the viability of his claims. Plaintiff also provided information and documents relating to his employment by Defendant. The information and documentation provided by Plaintiff was instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided for in the Settlement would have been impossible to obtain without his participation.

31. At the same time, Plaintiff faced many risks in adding himself as the named Plaintiff in this matter. Plaintiff faced actual risks with his future employment, as putting himself on public record in an employment lawsuit could also very well affect his likelihood for future employment. For example, a search of Plaintiff's name will reveal this action, and as a result, many employers may likely forego hiring Plaintiff in learning he sued a former employer.

32. In turn, Class Members can now participate in a settlement, reimbursing them for wage violations they may have never known about or been willing to pursue on their own. If each Class Member

would have tried to pursue legal remedies on their own, that would have resulted in each having to expend a significant amount of their own monetary resources and time, not to mention limited judicial resources, which were obviated by Plaintiff putting himself on the line on behalf of the Class.

33. This class action would not have been possible without the aid of Plaintiff, who put his own time and effort into this litigation and placed himself at risk for the sake of the Class. The requested service payment to Plaintiff for his service as the Class Representative is a relatively small amount of money considering the time and effort put into the litigation and compared to enhancements granted in other class actions. The requested service payment is therefore reasonable to compensate Plaintiff for his active participation in this lawsuit, in addition to his general release of claims, both known and unknown, and waiver of section 1542 rights.

MY EXPERIENCE AND QUALIFICATIONS

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

35. 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 representative actions.

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

37. My current billing rate is $950.00 per hour, which is my usual hourly rate in wage and hour litigations. A $950.00 per hour rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix, http://www.laffeymatrix.com/see.html [last visited March 16, 2026].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re*

HPL Tech., Inc. Sec. Litig. (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (*See, e.g.*, *id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at 921–22.) Using the same method here and based on my firm's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 13, 2025 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 13, 2025.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 17 years of experience, my Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

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

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

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

40. 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.

41. Mr. Feghali's current billing rate is $900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's 11+ years of experience, his Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of $900.00 per hour is reasonable.

42. During Mr. Feghali's tenure with Moon Law Group, PC, he has played a critical role in obtaining outstanding results for employees who have been wronged by their employers. Mr. Feghali's litigation experience includes, but is not limited to:

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

(b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was 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 Plaintiffs' claims were pre-empted by the Labor Management Relations Act.

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

(g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17–cv–09056–RSWL–MRWx) 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the individual defendant, who was alleged to have harassed the Plaintiffs under FEHA, was a proper defendant.

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

(i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of Hernandez v. CR Laurence, Inc., et al. (No. 20STCV32372), which was granted, in part, and denied, in part, in February 2024.

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

03047) ($3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) ($1,100,000); *Hammers v. Redwood Oil Co., Inc*. (No. SCV-269625) ($1,180,000); *Cuadras v. R.C. Wendt Painting, Inc*. (No. BC705964) ($1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282) ($1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) ($1,200,000); *Garcia v. Tri-Valley Plastering, Inc*. (No. 22CECG00591) ($1,250,000); *Garcia v. Tapia Enter., Inc*. ($2,137,651 for 507 class members); *Cha v. Center Point, Inc*. (No. CIV2102081) ($1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P*. (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) ($750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) ($1,250,000).

CHARLOTTE MIKAT-STEVENS' EXPERIENCE AND QUALIFICATIONS

44. Charlotte Mikat-Stevens is an associate attorney at Moon Law Group, PC. Ms. Mikat-Stevens advocates for employees in both state and federal court in employment and related litigation. Since joining Moon Law Group, her practice has focused on wage and hour class actions and PAGA representative actions involving claims related to unpaid overtime and minimum wages, meal and rest break violations, unreimbursed business expenses, improper wage statements, unfair business practices, and penalties.

45. Ms. Mikat-Stevens received her B.As. in Anthropology and International Studies with honors from Loyola University of Chicago, and her J.D. and Master of Environmental Law and Policy from Vermont Law School ("VLS"). While in law school, Ms. Mikat-Stevens served as Note and Production Editor for the Vermont Journal of Environmental Law, served with the VLS Environmental Law Society, and worked as a student clinician both for the Food and Agriculture and the Environmental and Natural Resources Law Clinics at VLS. Following law school, Ms. Mikat-Stevens was selected for a fellowship focused on the labor trafficking and forced labor of agricultural workers in the United States, during which time she developed a toolkit for legal practitioners and represented victims of trafficking with civil and criminal cases. Before joining Moon Law Group, PC, Ms. Mikat-Stevens represented farm workers with various employment law claims in administrative and civil courts, including class and representative actions, as well as in grievance and arbitration matters.

46. Ms. Mikat-Stevens became an Active Member of the State Bars of California and Washington in 2019 and has been a member in good standing continuously since then. She is also admitted to practice in the United States District Court for the Eastern and Central Districts of California and in the United States District Court for the Eastern District of Washington.

47. Ms. Mikat-Stevens' current billing rate is $675.00 per hour, which is her usual hourly rate for wage and hour litigations. Based on Ms. Mikat-Stevens' 6+ years of experience, her Laffey Matrix rate with a 2.53% adjustment is $640.81 per hour ($625 Laffey Matrix rate + (2.53% x $625)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Mikat-Stevens' billing rate of $675.00 per hour is reasonable.

48. A selection of settled class actions that have received preliminary and/or final settlement approval and PAGA-only approved settlements in which Ms. Mikat-Stevens assisted in the resolution during her tenure with Moon Law Group, PC includes the following: *Alvarez v. Conagra Foods Packaged Foods, LLC, et al.* (Los Angeles No. 21STCV37375) ($1,000,000 for 1,066 class members); *Amador v. Prime Waterproofing & Roofing, Inc.* (LA No. 19STCV08032) ($107,500 for 157 class members); *Amaya v. Purosil, LLC* (Riverside No. CVRI2202854) ($435,000 for 353 class members); *Argueta v. ASMB, LLC* (LA No. 22STCV08327) ($135,000 for approx. 506 aggrieved employees); *Arzate v. Coastal Blooms Nursery, LLC* (Santa Barbara No. 22CV00778) ($150,000 for approx. 697 aggrieved employees); *Bonine v. Wachter, Inc.* (LA No. 20STCV31653) ($354,000 for 209 class members); *Bustamante v. Advanced Skilled Nursing, Inc.* (LA No. 19STCV00801) ($525,000 for 530 class members); *Cabello v. Rancho Car Wash, LLC* (Riverside No. CVRI2103709) ($297,500 for 132 class members); *Candys v. Community Psychiatry Management, LLC* (Sacramento No. 34-2022-00314705) ($921,153.39 for 790 class members); *Castillo v. Freedom Painting Inc.* (LA No. 20STCV22365) ($250,000 for 99 class members); *Cervantes v. Wondertreats, Inc.* (Stanislaus No. CV-22-001263) ($295,884.32 for 433 class members); *Cruz v. Knightsbridge Plastics, Inc.* (Alameda No. 23CV028294) ($700,000 for 343 class members); *Del Toro-Ibarra v. West Pico Distributors, LLC* (LA No. 21STCV31247) ($130,000 for 108 class members); *Delgado v. Kings River Farming, Inc.* (Fresno No. 22CECG00736) ($517,500.00 for approx. 760 aggrieved employees); *Duncan v. Infineon Technologies Americas Corp.* (LA No. 21STCV16872) ($2,500,000 for

775 class members); *Duncan v. Roth Staffing Companies, L.P., et al.* (San Bernardino No. CIVSB2421369) ($225,000 for approx. 329 aggrieved employees); *Estrada v. TRC Companies, Inc., et al.* (LA No. 21STCV37078) ($2,200,000 for 698 class members); *Fennix v. Tenderloin Housing Clinic, Inc.* (San Francisco No. CGC-20-584834) ($330,000 for 589 class members); *Ferry v. Cencal Wings II, Inc.* (Fresno No. 21CECG03205) ($630,000 for 588 class members); *Fisher et al. v. Supreme Truck Bodies of California, Inc. et al.* (Riverside No. CVRI2200207) ($3,000,000 for 1,344 class members); *Flores v. Home Delivery Service, LLC* (Alameda No. RG21096517) ($1,200,000 for 3,144 class members); *Garcia v. San Jose Water Company* (Santa Clara No. 22CV39638) ($1,200,000 for 489 class members); *Garcia v. South Valley Companies* (Kern No. BCV-22-100465) ($182,000 for 151 class members); *Garcia v. Tri-Valley Plastering, Inc*. (Fresno No. 22CECG00591) ($1,250,000 for 858 class members); *Ghusar v. ECMD, Inc.* (Riverside No. CVRI2404116) ($195,000 for approx. 108 aggrieved employees); *Gomez v. Arya Ice Cream Distributing Co., Inc.* (LA No. 21STCV31170) ($588,203.6 for 98 class members); *Gonzalez v. A.M. Castaneda, Inc.* (San Diego No. 37-2021-00017374-CU-OE-CTL) ($488,372.97 for 494 class members); *Gutierrez v. Ratto Bros., Inc.* (Stanislaus, No. CV-23-001816) ($225,000 for approx. 187 aggrieved employees); *Hernandez v. Oakland Paper & Supply, Inc.* (Contra Costa No. MSC21-00363) ($200,000 for approx. 135 aggrieved employees); *Herrera v. Coastal Construction & Lumber Co.* (Santa Clara No. 22CV394683) ($100,000 for approx. 197 aggrieved employees); *Kilgore v. BQ Operations Holdings, LLC, et al.* (LA No. 23STCV10311) ($1,100,000 for 8,254 aggrieved employees); *Lester v. The Super Dentists, Inc.* (San Diego No. 37-2023-00014247-CU-OE-CTL) ($200,000 for approx. 459 aggrieved employees); *Lopez Rivera v. Villagrana Logistics, Inc.* (San Bernardino No. CIVDS2022538) ($400,000 for 1,446 class members); *Martinez v. Canton Food Co., Inc.* (LA No. 21STCV34962) ($665,000 for 414 class members); *Martinez v. Desert Concepts Construction, Inc.* (LA No. 20STCV08933) ($300,000 for 456 class members); *Murillo v. Quanta Computer USA, Inc.* (Alameda, No. 22CV005095) ($2,635,550.17 for 2,466 class members); *Murrieta v. Stanley Black & Decker, Inc.* (San Bernardino No. CIVSB2414301) ($1,250,000 for approx. 942 class members); *Perez v. Torn & Glasser, Inc.* (LA No. 21STCV43614) ($1,127,610 for 629 class members); *Preciado v. Kip Incorporated* (Riverside No. CVRI2103836) ($450,000 for 195 class members); *Quintero et al. v. JC Resorts LLC et al.* (San Bernardino No.

CIVSB2115731) ($1,570,000 for approx. 3,200 class members); *Ramirez v. Merrill Gardens, LLC* (Cal. E.D. No. 1:22-cv-00542-SAB) ($825,000 for 4,602 class members); *Rayford v. AbleLight, Inc.* (Sacramento, No. 23CV001488) ($1,480,000 for 819 class members); *Ruiz v. Artistic Entertainment Services, LLC* (LA No. 23STCV07581) ($325,000 for 266 class members); *Sanchez v. Anodizing Indus., Inc.* (LA No. 21STCV30722) ($260,000 for 71 class members); *Sanchez v. M & G Jewelers, Inc.* (San Bernardino No. CIVSB2124508) ($495,000 for 400 class members); *Stanley Black & Decker Wage and Hour Cases* (San Bernardino No. JCCP5218) ($3,500,000 for 1,922 class members) ($3,513,906.42 for 1,922 class members); *Tapia v. Sierra Forest Products* (Tulare No. VCU288833) ($550,000 for 400 class members); *Thong v. Outlook Resources, Inc.* (LA No. 19STCV44400) ($3,250,000 for approx. 1,542 class members; *Valdez v. Heat Make Sense, Inc.* (Sacramento No. 34-2021-00296194) ($120,000 for 13 class members); *Viruete v. Orange Treeidence OPCO, LLC* (Riverside No. CVRI2201128) ($300,000 for 538 class members); *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) ($950,000 for 435 class members); *Williams v. Hodo, Inc.* (Alameda No. 21CV000132) ($550,000 for approx. 617 class members); *Williams v. Precision Tube Bending* (LA No. 21STCV46806) ($175,000 for approx. 135 aggrieved employees); *Williamson v. Strata Skin Sciences, Inc.* (San Diego No. 37-2022-00010879) ($125,000 for 40 class members); *Wilshinsky v. Southern California Health & Rehabilitation Program* (Los Angeles No. 23STCV07577) ($305,549 for approx. 396 class members); *Zaragoza v. The Roman Catholic Bishop of Fresno* (Merced No. 22CV-00282) ($1,500,000 for 962 class members); *Zhou v. Cisco Systems, Inc.* (Santa Clara No. 22CV396821) ($1,925,000 for 5,840 class members); and *Zubia et al. v. Procter & Gamble Distributing LLC* (LA No. 20STCV44506) ($4,090,388.51 for 1,326 class members).

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

52. I respectfully submit that the attorneys of Moon Law Group, PC, myself included, are well suited to act as Class Counsel in this action, and we have, and will continue to, vigorously represent the interests of the Class. To my knowledge, we do not have any conflicts of interest with Plaintiff, other Class Members, or the proposed Administrator, and we are not related to Plaintiff. We respectfully request to be appointed as Class Counsel, for settlement purposes.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

53. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third of the Gross Settlement Amount, currently estimated to be $116,666.67 and litigation costs up to $20,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery method. Plaintiff's Counsel, however, intend to base the proposed fees award on the percentage method, as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

54. I am informed and believe that the fees and costs provision in the Settlement is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. Moreover, my office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

55. It is further estimated that my office will need to expend at least another 50 to 100 hours to monitor the administration process leading up to the final approval, prepare for final approval, and oversee distribution to the Class following final approval. My office also bears the risk of taking whatever actions are necessary should Defendant fail to pay.

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

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

58. As of the drafting of this motion, my office has incurred $15,099.49 in expenses litigating this action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs

are below the maximum amount allowed under the Settlement, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

(a) Numerous interviews with Plaintiff and review of documents provided by him;

(b) Legal research and investigation regarding Defendant's business and employment practices at numerous points in the litigation;

(c) Preparation and submission of Plaintiff's PAGA notice letter;

(d) Preparation, finalization, and filing of multiple drafts of the original class action complaint and subsequent first amended complaint;

(e) Extensive "meet and confer" correspondence and discussions with Defense Counsel regarding mediation and to obtain relevant documents and information through informal discovery;

(f) Research and preparation of Plaintiff's mediation brief;

(g) Analysis of the discovery production and preparation of a damages model with the aid of a statistics expert;

(h) Attendance and active participation at a full day of mediation;

(i) Formal discovery requests to Defendant and review of Defendant's production;

(j) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;

(k) Preparation of the motion for preliminary approval and the accompanying filings;

(l) Anticipated preparation for and attendance at the preliminary approval hearing;

(m) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;

(n) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;

(o) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and

(p) Anticipated responding to Class Member inquiries and communicating with Plaintiff regarding the case.

60. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* $350,000.00 to compensate Class Members for the alleged unlawful wage and hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

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

____

Kane Moon