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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

RONALD VERGARA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

MEDSPEED, LLC; and DOES 1 through 10,
inclusive,

Defendants

Case No.: C25-00390

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Plaintiff Vergara, the
Declaration of Plaintiff Adkins, the Declaration
of Plaintiff Conway, the Declaration of Plaintiff
Chapman, the Declaration of Ryan Slinger, the
Declaration of Jodey Lawrence, and
[Proposed] Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date:

Time:

Dept.: 16

Judge: Hon. Benjamin T. Reyes II

Action Filed: February 7, 2025

Trial Date: Not set

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13 *Attorneys for Plaintiffs* Robert Adkins,
14 Heather Conway, and Wayne Chapman
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I, KANE MOON, declare as follows:

CASE BACKGROUND AND PROCEDURAL HISTORY

3. Defendant is a medical courier doing business in the State of California. Defendant employed Plaintiffs and other non-exempt, hourly-paid employees during the Class Period. Plaintiffs contend they and their coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

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1 to use their personal cellphone for work purposes without reimbursement from Defendant. Finally,
2 Plaintiffs also bring derivative claims for waiting time penalties, wage statement violations, unfair
3 business practices, and civil penalties under PAGA.

4 5. Because of the foregoing alleged violations of various provisions of the Labor Code,
5 Plaintiff Vergara filed a class action on February 7, 2025, which alleges Defendant systematically: (1)
6 failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal
7 periods, (4) failed to authorize and permit rest periods, (5) failed to indemnify necessary business
8 expenses, (6) failed to timely pay final wages at termination, (7) failed to provide accurate itemized wage
9 statements, and (8) engaged in unfair business practices.

10 6. Pursuant to PAGA, on January 19, 2025, Plaintiff Vergara gave written notice to the
11 California Labor and Workforce Development Agency (the “LWDA”) of the alleged Labor Code
12 violations, with certified mail service on Defendant, and paid the required filing fee. A true and correct
13 copy of Plaintiff Vergara’s PAGA Notice is attached hereto as **Exhibit 2**. On March 26, 2025, Plaintiff
14 Vergara timely filed a First Amended Class and Representative Action Complaint to add a ninth cause
15 of action for civil penalties under PAGA. In compliance with Labor Code section 2699(s)(1), Plaintiff
16 Vergara subsequently submitted to the LWDA a file-stamped copy of the First Amended Complaint
17 containing the Court-assigned case number. To date, the LWDA has not indicated its intent to investigate
18 the alleged violations or intervene in this Action.

19 7. On July 31, 2025, Plaintiff Adkins filed a Class Action Complaint against Defendant in the
20 Superior Court of the State of California, County of San Diego, Case No. 25CU040275C, which alleged
21 ten individual and class causes of action for violation of the Labor Code and California Business and
22 Professions Code. On December 18, 2025, Plaintiffs Conway and Chapman each submitted to the
23 LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor
24 Code section 2699.3(a).

25 8. On February 23, 2026, Plaintiffs Conway and Chapman filed a Representative Action
26 Complaint against Defendant in the Superior Court of the State of California, County of Contra Costa,
27 Case No. C26-00642, which alleged a cause of action for civil penalties under PAGA. On March 17,
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2026, Plaintiff Adkins filed a First Amended Class Action Complaint for Damages, adding Plaintiffs Conway and Chapman to the complaint. On June 30, 2026, Plaintiff Vergara filed a Second Amended Complaint (the “Operative Complaint”), adding Plaintiffs Adkins, Conway, and Chapman to the complaint.

9. Defendant ardently opposes the merits of this case and denies Plaintiffs’ factual allegations. Defendant asserts it complied with all its compensation obligations, including compensating Class Members for any and all off-the-clock work and overtime work, and therefore, Plaintiffs and other Class Members were paid all wages owed. Defendant argues it did not fail to incorporate any non-discretionary bonuses into the regular rate of pay for purposes of paying overtime, meal premium, or sick pay, and that all bonuses were discretionary. Defendant maintains compliance with all its meal and rest period obligations. Defendant asserts it complied with all its reimbursement obligations, and that Plaintiffs and other employees were compensated for any and all business expenses necessarily incurred. To the extent employees 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 Plaintiffs’ claim for waiting time penalties, Defendant alleges its good-faith belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiffs 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 Plaintiffs’ 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

10. The Parties agreed to mediate this action with Lonnie Giamela, Esq., an experienced class

1 and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
2 production of documents and information before mediation. Prior to mediation, Plaintiffs obtained from
3 Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate
4 the claims asserted in this action. Defendant produced a statistically sound sample of time and pay
5 records for approximately 19% of the putative Class, Plaintiffs' personnel file and time and pay records,
6 and Defendant's written employment policies in effect during the Class Period. Defendant also provided
7 information regarding the estimated number of current and formerly employed Class Members,
8 Aggrieved Employees, and PAGA Pay Periods.

9 11. In preparation for mediation, Plaintiffs' Counsels reviewed and analyzed all the information
10 Defendant provided, including the sample records and documents regarding Defendant's wage-and-hour
11 policies. Plaintiffs' Counsels retained a statistics expert to analyze the sample records and prepare a
12 damage analysis prior to the mediation. The sample time and pay records analyzed represented about
13 18% of total shifts worked in the Class Period, which allowed Plaintiffs' expert to prepare an analysis
14 with a reasonable degree of certainty. In conjunction with their extensive factual investigation, Plaintiffs'
15 Counsels also investigated the applicable law regarding the claims and defenses asserted in the litigation.
16 Accordingly, Plaintiffs' Counsels were able to evaluate the probability of class certification, success on
17 the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiffs'
18 and their Counsels' familiarity with the facts of the case and the legal issues raised by the pleadings
19 allowed them to act intelligently in negotiating the Settlement.

20 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

21 12. On March 11, 2026, the Parties participated in a full day of private mediation with Lonnie
22 Giamela, Esq. The negotiations were at arm's length and, although conducted in a professional manner,
23 were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of
24 the dispute, but each side was also prepared to litigate their position through trial and appeal if a
25 settlement had not been reached. After a full discussion regarding the strengths and weaknesses of
26 Plaintiffs' claims and Defendant's defenses and with the assistance of the mediator, the Parties reached
27 a resolution, the material terms of which are set out in the Settlement.

13. In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the proposed Settlement has been submitted to the LWDA along with a copy of Plaintiffs' preliminary approval motion and the hearing date. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**. To date, the LWDA has not indicated any objection to the Settlement.

KEY TERMS OF SETTLEMENT

14. GSA and Funding: The Gross Settlement Amount (“GSA”) is \$640,000, subject to potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.0.) Defendant will separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*) Defendant will fully fund the GSA, together with all employer-side payroll taxes owed on the Wage Portion of Individual Class Payments, by transmitting the funds into the Qualified Settlement Fund established and maintained by the Administrator no later thirty (30) days after the Effective Date. (*Id.* at ¶ 4.0.)

15. Escalator Clause: The Settlement provides an escalator clause under which should the number of Class Period Workweeks increases by more than 10% of the original estimate of 31,906, then Defendant will have the option to either (a) increase the GSA on a pro-rata basis equal to the percentage increase in the number of Workweeks above 10% (e.g., if the number of Workweeks increases by 12%, the GSA will increase by 2%); or (b) modify the end date of the Class Period to end on an earlier date based on the 10% amount. (*Id.* at ¶ 7.0.) Defendant will be prepared to inform the Court of its selection at the Preliminary Approval Hearing. (*Id.*)

16. Class Representative Service Award: The Settlement includes a payment up to \$7,500.00 each (\$30,000.00 total) payable from the GSA, subject to the Court's approval, to Plaintiffs as the Class Representatives, in addition to the amount they are eligible to receive as a Class Member. (*Id.* at ¶¶ 1.14, 3.1.1.) This award is for their services in support of the Actions and General Release. (*Id.* at ¶ 1.14.) In the event the award finally approved is less, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.1.1.)

17. Class Counsel Fees and Expenses Payments: The Settlement permits a fee application of

not more than 35% of the GSA (currently estimated to be \$224,000.00) for reasonable attorneys’ fees, plus reimbursement for actual litigation costs and expenses, payable to Class Counsel from the GSA. (*Id.* at ¶ 3.1.2.) In the event the amounts finally approved are less, the difference will revert to Participating Class Members. (*Id.*) To date, my firm has incurred \$12,637.94 in actual litigation costs, and a true and correct copy of a report showing current costs is attached hereto as **Exhibit 4**. Pursuant to a Joint Prosecution Agreement and Fee-Sharing Agreement, and as consented to in a signed writing by Plaintiffs, the fee award will be divided with 25% to Lawyers for Justice, PC and 75% to Moon Law Group, PC.

18. Administration Costs Payment: The Settlement provides an Administration Expenses Payment to the Administrator, payable from the GSA, in an amount not to exceed \$11,000.00, except for a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.1.3.) In the event the amount of actual administration costs is less and/or the amount approved by the Court is less than requested, the difference will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action Administration Solutions (“Phoenix”) as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.1, 6.0.) A true and correct copy of Phoenix’s bid of \$11,000.00 is attached hereto as **Exhibit 5**.

19. Aggrieved Employees; PAGA Period: Aggrieved Employees is defined as a class of all current and former hourly-paid or non-exempt employees of Defendant in the State of California from February 1, 2024, through May 11, 2026 (“PAGA Period”). (*Id.* at ¶¶ 1.3, 1.31.)

20. PAGA Penalties; Individual PAGA Payments: The Settlement allocates \$40,000.00 from the GSA for settlement of the Released PAGA Claims, which will be distributed 65% (\$26,000.00) to the LWDA and 35% (\$14,000.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiffs’ claims. (*Id.* at ¶¶ 1.34, 3.1.4.) Each Aggrieved Employee will be entitled to a pro rata share of the 35% share of the PAGA Penalties directly proportional to their number of PAGA Pay Periods. (*Id.* at ¶ 3.1.4.1.) This results in an average Individual PAGA Payment of roughly **\$20.62** for each of the estimated 679 Aggrieved Employees (\$14,000 / 679), and a PAGA Pay Period value of roughly **\$0.86** for each of the 16,314 estimated Pay Periods in the PAGA Period (\$14,000 / 16,314).

1 21. Net Settlement Amount: After deducting the Class Representative Service Award, the Class
2 Counsel Fees and Expenses Payments, the PAGA Penalties allocation, and the Administration Expenses
3 Payment from the GSA, in the amounts specifically approved by the Court, any difference in the amounts
4 requested and the amounts awarded will be allocated to the Net Settlement Amount for distribution to
5 Participating Class Members. (*Id.* at ¶ 3.1.) Accordingly, the Net Settlement Amount will be *no less than*
6 **\$300,000.00** for an estimated Class of **697 individuals**.¹

7 22. Class Members/Period: The Settlement Class is defined as all current and former hourly-
8 paid or non-exempt employees of Defendant in the State of California from February 1, 2024, through
9 May 11, 2026 (“Class Period”). (*Id.* at ¶¶ 1.4, 1.12.)

10 23. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a
11 pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks
12 worked during the Class Period. (*Id.* at ¶ 3.1.3.1.) The estimated **\$300,000.00** Net Settlement Amount
13 results in an estimated average Individual Class Payment of **\$430.42** for each of the estimated 697 Class
14 Members ($\$300,000.00 / 697$),² and an estimated Workweek value of **\$9.40** for each of the 31,906
15 estimated Workweeks in the Class Period ($\$300,000.00 / 31,906$).

16 24. Tax Allocations: Individual Class Payments will be allocated as 20% as wages and 80% as
17 penalties and interest for tax purposes. (*Id.* at ¶ 3.1.3.2.) Individual PAGA Payments will be allocated as
18 100% penalties for tax purposes. (*Id.* at ¶ 3.1.4.2.)

19 25. Disbursement and Uncashed Funds: Disbursement will occur within 14 days of completed
20 funding. (*Id.* at ¶ 4.1.) Class Members will not need to submit any claim form as a condition of receiving
21 individual settlement payments. (*Id.* at ¶ 3.0.) Any funds remaining uncashed after 180 days from
22 issuance, or for any Class Member whose envelope is returned and no forwarding address can be located

23 ¹ The Net Settlement Amount was calculated by deducting the following from the \$640,000 GSA:
24 \$30,000.00 for the Class Representative Service Award, up to \$11,000.00 for the Administration Expenses
25 Payment, \$40,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$224,000.00 for the
Class Counsel Fees Payment, and an estimated \$30,000.00 for the Class Counsel Expenses Payment.
(Settlement, ¶¶ 3.1–3.1.4.)

26 ² At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will
27 be calculated by the Administrator following preliminary approval and receipt and processing of the Class
28 Data. (Settlement, ¶ 6.1.) The high and low range of payments will be provided to the Court in a motion for
final approval.

1 for the Class Member after reasonable efforts have been made, will be transmitted by the Administrator
2 to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby
3 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure ("CCP")
4 section 384(b). (*Id.* at ¶¶ 4.1.1, 4.1.3.)

5 26. Released Class Claims by Participating Class Members: The "Released Class Claims" is
6 limited to any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs,
7 expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have
8 been alleged based on the facts alleged in the Actions, under federal, state, and/or local law. (*Id.* at ¶
9 5.1.) The release excludes claims not permitted by law and are limited to claims arising during the Class
10 Period. (*Id.* at ¶ 5.1.1.)

11 27. Released PAGA Claims by PAGA Members and LWDA: The "Released PAGA Claims" is
12 limited to any and all claims for civil penalties under PAGA that were alleged or that reasonably could
13 have been alleged based on the facts alleged in the Actions or the PAGA Notices. (*Id.* at ¶ 5.2.)

14 28. Plaintiffs' Section 1542 Release: Under the Settlement, Plaintiffs have agreed to a general
15 release of any and all claims related to their employment, including all claims alleged in the Action, and
16 release of rights pursuant to California Civil Code section 1542. (*Id.* at ¶ 5.0.)

17 29. Effective date of claims releases: The release of all claims will be effective only upon
18 Defendant's funding of the GSA and employer-share of payroll taxes. (*Id.* at ¶ 5.)

19 30. Released Parties: Defendant and all of its present and former members, parent companies,
20 subsidiaries, affiliates, joint venturers, and licensees, and all of their shareholders, officers, directors,
21 employees, agents, and successors and assigns. (*Id.* at ¶ 1.40.)

22 31. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed
23 via first-class U.S. mail in English and Spanish to the current address of each Class Member. (*Id.* at ¶
24 6.3.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement,
25 the approximate amounts of attorneys' fees, costs, PAGA Penalties, and service award being sought, an
26 explanation of how the individual payments are calculated, the Final Approval Hearing information, the
27 procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members,
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1 and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at
2 ¶¶ 6.3–6.5, Ex. A.)

3 32. No Related Actions: To the best of my knowledge, there is no other pending litigation
4 involving similar claims against Defendant that may be impacted by approval of the Settlement at issue.

5 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

6 33. Plaintiffs’ Counsels have conducted a thorough investigation into the facts of this case. As
7 previously noted, the Settlement at issue was reached through arms’-length negotiations, private
8 mediation, and the assistance of a statistics expert. Based on Defendant’s informal class-wide discovery
9 production, on Plaintiffs’ Counsels independent investigation and evaluation, and on their extensive
10 experience in wage-and-hour litigation, Plaintiffs’ Counsels are of the opinion that the proposed
11 Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and
12 circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses Defendant may
13 assert both to certification and on the merits, the Settlement is in the best interest of the Class and LWDA.

14 34. Based on Plaintiffs’ Counsels’ review of the time, payroll, and additional data provided by
15 Defendant, on Plaintiffs’ expert’s analysis of the sample records provided by Defendant, and on
16 information from Plaintiffs, Plaintiffs’ Counsels evaluated the estimated maximum and risk-adjusted
17 exposure that Defendant faced. Based on a review of Defendant’s records, it is estimated that there are
18 approximately 697 Class Members who collectively worked 31,906 Workweeks during the Class Period,
19 and 679 Aggrieved Employees who collectively worked 16,314 PAGA Pay Periods during the PAGA
20 Period. Additionally, there were an estimated 391 former employees falling within the three-year statute
21 of limitations (“SOL”) period for waiting time penalties, that Class Members’ average hourly rate was
22 \$20.90, and that the average regular hourly rate was \$21.19.

23 Accordingly, we calculated Defendant’s potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	31,906 Workweeks	\$21.19 average regular rate	Based on Expert Analysis of Records	\$6,746.75*

Unpaid Wages (Off the Clock)	31,906 Workweeks	\$20.90 average hourly rate	22,597 net unpaid hours (assuming 10 minutes per shift) (65% overtime)	\$62,576.74**
Meal Period Violations	31,906 Workweeks	\$20.90 average hourly rate	22,867 unique meal break violations	\$119,480.08*
Rest Period Violations	31,906 Workweeks	\$20.90 average hourly rate	135,121 rest break violations (assuming 100% break violations for shifts of at least 3.5 hours)	\$282,402.89**
Unreimbursed Business Expenses Violations	31,906 Workweeks	\$25 per month	Assumes \$25 per month	\$19,485.00**
Labor Code § 203	Based on approx. 391 terminated employees within the 3-year SOL	\$20.90 average hourly rate / 30- day max.	Assumes 8 hours / day	\$97,868.60***
Labor Code § 226	Based on approx. 679 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 16,314 pay periods within the 1-year SOL	\$79,872.50***
PAGA	Based on 16,314 pay periods within the 1-year SOL	\$100 per pay period	Based on 16,314 pay periods within the 1-year SOL	\$81,570.00***
Total				\$750,002.56
* These figures are discounted based on a 25% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits. ³				

³ It is reasonable to apply discounts to account for risks at certification and trial, in part, because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement or as part of a contested certification motion. (See Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) Further,

1 35. Plaintiffs’ unpaid wages claim is due to allegations that Defendant failed to incorporate all
2 remuneration, including bonuses, into Class Members’ regular rate of pay for purposes of paying
3 overtime, meal premium and sick pay. Specifically, Plaintiffs’ expert reviewed the sample records
4 Defendant produced and found 2,072 identifiable additional remunerations that were made yet not
5 factored into the regular rate of pay, impacting 10.2% of Class Members for sick pay, 46.5% of Class
6 Members for meal premium pay and 65.1% of Class Members for overtime pay and resulting in a
7 maximum exposure of \$26,987.00. However, Defendant argues bonuses were discretionary, and
8 therefore Defendant was not required to incorporate those payments into the regular rate. Due to the lack
9 of written policies regarding criteria for bonus payments, I acknowledge the foregoing presents
10 significant risk with certifying this claim and proof on the merits. Therefore, I applied a 75% discount
11 to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of \$6,746.75 for**
12 **the regular rate claim.**

13 36. Plaintiffs’ unpaid wages claim is also based on allegations that Defendant failed to pay all
14 minimum and overtime wages due to off-the-clock work performed before and after clocking in and out
15 of work. Plaintiffs allege that Class Members were required to wait in line in order to clock into work
16 and when returning from meal breaks. Plaintiffs also claim that they had to clock out and continue
17 unloading boxes back to the appropriate warehouse. Therefore, Plaintiffs’ Counsels estimated Class
18 Members spent an average 10 minutes off the clock per shift. Accordingly, Plaintiffs’ Counsels and their
19 expert estimated Defendant failed to pay Class Members for approximately 22,597 hours, 65% of which
20 should have been paid at the overtime rate. From this, and in light of the average rates of the Class
21 Members, Defendant’s estimated maximum potential liability is \$625,767.42. Defendant contends that
22 all time worked was compensated, that the time spent waiting to clock in was *de minimis*, that Class
23 Members were not permitted to work off-the-clock, and that this claim is highly individualized and not
24 susceptible to class-wide treatment. I acknowledge that “off-the-clock” claims are difficult to be tried on
25 a class wide basis because there is no apparatus that can be used to prove this claim—there are no records
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27 _____
28 the likelihood that Defendant could assert viable legal defenses would likely further reduce its overall exposure.

1 to be used as evidence. In light of these defenses, and for purposes of settlement, I discounted the
2 maximum potential liability by 90%. **Plaintiffs' realistic recovery estimate for the unpaid wages**
3 **claim due to off-the-clock work is therefore \$62,576.74.**

4 37. Plaintiffs' meal period claim is based on allegations that Defendant did not provide or
5 maintain sufficient meal period practices, such that Class Members were not always permitted or able to
6 take meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without
7 compensation in lieu thereof. The sample of time and corresponding payroll records for the putative
8 Class indicated that Defendant either failed to provide a meal period or provided a short and/or untimely
9 meal period 22,867 times throughout the Class Period, resulting in a 17.2% violation rate. Plaintiffs'
10 Counsels and their data expert then calculated that, in light of these violations and the average hourly
11 rate of the putative Class, that Defendant had a potential liability of \$477,920.30 (22,867 unique
12 violations x \$20.90 avg. hourly rate). Defendant nonetheless contends that many meal breaks were taken
13 and, where a violation appears, it was a result of the Class Member voluntarily choosing to forego a meal
14 period, to take it after the end of the fifth hour, or to stop his or her break early to return to work.
15 Moreover, certification and proof of this claim would require declarations from Class Members and
16 obtaining such declarations potentially would reveal that each Class Member had a different experience
17 with respect to meal periods. In light of these defenses, and for purposes of settlement, Plaintiffs'
18 Counsels believe it reasonable to apply a 75% discount to the potential liability. **Plaintiffs' realistic**
19 **recovery estimate for the meal period claim is therefore \$119,480.08.**

20 38. The rest break claim is based on the allegation that Defendant did not provide or maintain
21 sufficient rest break practices, such that Class Members were regularly required to work in excess of
22 four consecutive hours a day, or a major fraction thereof, without authorization or permission to take a
23 ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The
24 precise number of rest break violations could not be calculated since Defendant neither documented, nor
25 is required to document, when Class Members took their required rest breaks. Therefore, in preparation
26 for mediation, Plaintiffs' Counsels assumed a 100% violation rate for shifts of at least to 3.5 hours in
27 length and, based on the average hourly rate of the putative Class, calculated Defendant's potential
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1 liability to be \$2,824,028.90 (135,121 unique rest break violations x \$20.90 per hour). Defendant
2 nonetheless contends rest periods do not have to be recorded, that Class Members voluntarily chose to
3 forego some rest breaks and, significant for purposes of class certification, that this claim is
4 individualized in nature and therefore would require declarations indicating the majority of Class
5 Members experienced issues as to rest breaks. In light of these defenses, and for purposes of settlement,
6 I discounted Defendant's potential liability by 90%. **Plaintiffs' realistic recovery estimate for the rest
7 break claim is therefore \$282,402.89.**

8 39. The unreimbursed business expenses claim is based on the allegation that Defendant did not
9 reimburse Class Members for all expenses incurred in direct consequence of the discharge of duties,
10 including for the use of their personal cellphone for work purposes. The precise value of all necessary
11 business expenses Class Members incurred could not be calculated. Therefore, in preparation for
12 mediation, Plaintiffs' Counsels estimated Defendant owed approximately \$25.00 a month to each Class
13 Member in the statutory period and that Defendant's potential liability is \$194,850.00. Defendant
14 contends it complied with all its reimbursement obligations, that cellphone use was not required for
15 work, and further, that the reimbursement claim would be difficult to certify, given the individualistic
16 nature of this claim. In light of these defenses, and for purposes of settlement, I discounted Defendant's
17 potential liability by 90%. **Plaintiffs' realistic recovery estimate for the unreimbursed expenses
18 claim is therefore \$19,485.00.**

19 40. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs
20 estimate Defendant's maximum potential recovery, prior to risk-adjustment, is \$6,304,772.00, which
21 breaks down as follows: **\$1,957,372.00** for waiting time penalties for approximately 391 terminated
22 Class Members in the 3-year SOL; a **\$1,597,450.00** penalty for inaccurate wage statements based on
23 approximately 679 Class Members in the 1-year SOL; and **\$1,631,400.00** for PAGA penalties based on
24 16,314 Pay Periods and the Court assessing a \$100 penalty for each pay period containing a violation.
25 However, I believe it would be unrealistic to expect the Court to award the full exposure amount given
26 the discretionary nature of awarding penalties and given Defendant's defenses, including without
27 limitation, that any failure to pay all final wages at the time of separation was not willful or intentional
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1 and that to the extent Plaintiffs received wage statements that were allegedly inaccurate, Plaintiffs
2 suffered no actual resulting damage or harm. Moreover, I understand the individualized and testimony-
3 intensive nature of the wage claims could bar class certification or otherwise significantly reduce
4 Defendant's overall liability for statutory and civil penalties. Furthermore, considering the underlying
5 wage claims are realistically estimated to be \$490,691.46, awarding such a disproportional amount in
6 penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount to
7 each penalty (resulting in **\$97,868.60** for waiting time penalties, **\$79,872.50** for inaccurate wage
8 statement penalties, and **\$81,570.00** for PAGA penalties) and accordingly arrived at **a realistic recovery**
9 **estimate of \$259,311.10 for statutory and civil penalties.**

10 41. Using these estimated figures, Plaintiffs predicted **the realistic (risk-adjusted) recovery**
11 **for all claims, including penalties, is \$750,002.56.** This means **the \$640,000.00 gross settlement**
12 **figure represents about 85% of the total realistic recovery.** This is an excellent result for the Class,
13 particularly because, under the Settlement, Class Members will receive timely and guaranteed relief,
14 avoiding the risk of not being able to recover anything.

15 42. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that
16 satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing
17 Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation,
18 Defendant has had to hire legal counsel, engage in informal class-wide discovery, and participate in
19 mediation. Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming
20 final settlement approval is granted. (Settlement, ¶ 3.1.4.) Not including its own attorneys' fees and costs
21 as well as the employer's share of payroll taxes, Defendant will pay no less than \$640,000.00 to resolve
22 this matter—of which \$40,000.00 is allocated toward the PAGA claims and will be distributed, in
23 compliance with Labor Code section 2699 as 65% (\$26,000.00) to the LWDA and 35% (\$14,000.00) to
24 Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved
25 Employees from pursuing any individual claims they may have against Defendant or the other Released
26 Parties. Moreover, Plaintiffs' Counsels are of the opinion that because the issues here are fairly
27 contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiffs prevailed
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1 on the merits due to the largely discretionary nature of awarding PAGA penalties. In other words, were
2 this matter to go to trial, any award granted would be at the discretion of the Court and subject to a
3 substantial reduction.

4 43. Further, Plaintiffs' Counsels took into account the risk of not being able to proceed on a
5 representative basis due to the potential manageability issues and that even if Plaintiffs prevailed at trial,
6 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties
7 and in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiffs
8 would be successful at trial, assuming they are first able to certify the claims and defeat the manageability
9 issues presented at litigation, Plaintiffs could be awarded substantially less than what was obtained
10 through the Settlement. In sum, the \$40,000 PAGA Penalties allocation under the Settlement constitutes
11 genuine and meaningful relief.

12 44. Here, the Settlement represents a substantial recovery when considered against the risk and
13 uncertainties involved in continued litigation, the burdens of proof necessary to certify the claims and
14 establish liability, and the probability of appeal. While Plaintiffs are confident in the merits of their
15 claims, a legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving
16 the amount owed to each Class Member would be an expensive, time-consuming, and uncertain
17 proposition.

18 45. The Settlement obviates the significant risk that this Court may deny certification of all or
19 some of Plaintiffs' claims. Plaintiffs' Counsels took into account the risk of not prevailing at trial due to
20 low or no participation by Class Members. Indeed, the individualized and testimony-intensive nature of
21 the claims could bar manageability of the representative claims or otherwise significantly reduce any
22 recovery whatsoever. For example, the rest period and unreimbursed expense claims are testimony-
23 driven claims and assume a 100% violation rate, which would not likely be demonstrated at trial, as it
24 assumes either the participation of a majority or all employees (which would be difficult given the reality
25 that many, if not all, employees would be unwilling to participate due to fear of retaliation), or
26 alternatively, the use of surveys or statistical data as a surrogate (which would still require the
27 participation of a majority of employees to establish a sound representation of all non-exempts). Even
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1 assuming employees would be willing to participate, obtaining declarations would potentially reveal that
2 each individual employee had a different experience.

3 46. Furthermore, even if Plaintiffs were able to pursue their claims on a class-wide basis and
4 obtain certification of all or some of the claims, continued litigation would be expensive, involving a
5 trial and possible appeals, and would substantially delay and reduce any recovery by the Class. Although
6 the Parties have engaged in a significant amount of investigation, informal discovery, and class-wide
7 data analysis, they have not conducted extensive formal discovery. Moreover, preparation for class
8 certification and a trial would remain for the Parties as well as the prospect of appeals in the wake of a
9 disputed class certification ruling for Plaintiffs and/or any summary judgment ruling. As a result, the
10 Parties would incur considerably more attorneys' fees and costs through trial. In sum, this Settlement
11 avoids the risks, burdens, and the accompanying expense of further litigation.

12 47. The proposed \$640,000.00 Settlement represents a substantial recovery when compared to
13 the reasonably forecasted recovery for the Class. When considering the risks of litigation, the
14 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and
15 the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness,
16 and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
17 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399,
18 408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff
19 class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount
20 that is in controversy and the realistic range of outcomes of the litigation"].)

21 THE SERVICE AWARDS TO PLAINTIFFS ARE REASONABLE

22 48. Throughout this litigation, Plaintiffs, who were former employees of Defendant, have
23 cooperated immensely with my office and Lawyers for Justice, PC and have taken many actions to
24 protect the interests of the Class. Plaintiffs provided valuable information regarding their hours worked,
25 and what duties were performed during those hours. Plaintiffs also provided information regarding meal
26 periods taken and missed by Plaintiffs and other Class Members. Plaintiffs participated in decisions
27 concerning this action, assisted in preparation for the mediation, and provided my office and Lawyers
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1 for Justice, PC with the names and contact information of potential witnesses in this action. Before we
2 filed this case, Plaintiffs worked with my office and Lawyers for Justice, PC to determine the viability
3 of their claims. Plaintiffs also provided information and documents relating to their employment by
4 Defendant. The information and documentation provided by Plaintiffs was instrumental in establishing
5 the wage-and-hour violations alleged in this action, and the recovery provided for in the Settlement
6 would have been impossible to obtain without their participation.

7 49. At the same time, Plaintiffs faced many risks in adding themselves as the named Plaintiffs
8 in this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public
9 record in an employment lawsuit could also very well affect their likelihood for future employment. For
10 example, a search of Plaintiffs' names will reveal this action, and as a result, many employers may likely
11 forego hiring Plaintiffs in learning they sued a former employer.

12 50. In turn, Class Members can now participate in a settlement, reimbursing them for wage
13 violations they may have never known about or been willing to pursue on their own. If each Class
14 Member would have tried to pursue legal remedies on their own, that would have resulted in each having
15 to expend a significant amount of their own monetary resources and time, not to mention limited judicial
16 resources, which were obviated by Plaintiffs putting themselves on the line on behalf of the Class.

17 51. This class action would not have been possible without the aid of Plaintiffs, who put their
18 own time and effort into this litigation and placed themselves at risk for the sake of the Class. The
19 requested service award to Plaintiffs for their service as the Class Representatives is a relatively small
20 amount of money considering the time and effort put into the litigation and compared to enhancements
21 granted in other class actions. The requested enhancement awards are therefore reasonable to
22 compensate Plaintiffs for their active participation in this lawsuit, in addition to their general release of
23 claims, both known and unknown, and waiver of section 1542 rights.

24 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

10 55. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage-and-hour
11 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
12 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
13 <http://www.laffeymatrix.com/see.html> [last visited July 1, 2026].) The Laffey Matrix is a “well-
14 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
15 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
16 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
17 upwards based on “locality pay differentials” and the location of counsel’s office in California to
18 determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to
19 the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential
20 of the District of Columbia and San Francisco, California, where counsel’s office was located].) To
21 determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality
22 pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based
23 on my firm’s location in Los Angeles, California, the locality pay differential of the Los Angeles-Long
24 Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is
25 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los
26 Angeles-Long Beach, CA, Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-
27 Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long
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1 Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and
2 **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate
3 with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)).
4 Accordingly, my current billing rate of \$950.00 per hour is reasonable.

5 56. I am experienced in prosecuting and defending employment matters, particularly class
6 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice
7 on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel
8 for other wage-and-hour class action lawsuits pending in various California counties, including in state
9 and federal courts. The following is a list of some of our recent class action settlements that have received
10 preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size
11 approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class
12 size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size
13 approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size
14 approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx.
15 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead
16 counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead
17 counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class
18 members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No.
19 CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in
20 approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show that the
21 attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current
22 rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No.
23 BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No.
24 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.*
25 (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No.
26 BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No.
27 BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No.
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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

57. 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.

58. 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.

59. 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 out of law school, 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.

60. 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.

61. 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).

S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS

62. S. Phillip Song is a Senior Attorney at my office. He received his undergraduate degree in 2006 from the University of Houston, graduating cum laude with a Communications B.A. and minor in

Accounting. Mr. Song earned his Juris Doctor degree in 2011 from the University of Houston Law Center. Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is presently admitted to practice in all state courts of California (admitted in 2019), and before all federal district courts in California.

63. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and employment law. Mr. Song has worked on numerous class action cases and representative actions that have been granted final approval, including *Paez et al. v. C&R Restaurant Group, LP*, Kern County Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc.*, San Luis Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc.*, Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc.*, Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats (Stockton), LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0012758; *Garcia v. Continental Intermodal Group LP dba CIG Logistics*, Kern County Superior Court, Case No. BCV-19-102776; *Tourchette adv. Finelite, Inc.*, Alameda County Superior Court, Case No. RG19022885; *Touch v. Presidio Components, Inc.*, Kern County Superior Court, Case No. BCV-20-101005; *Johnston v. Environmental Logistics, Inc.*, Kern County Superior Court, Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste Minimization, Inc.*, Kern County Superior Court, Case No. BCV-19-102248-SDS; *Priess v. Fiore Management LLC dba CannDESCENT*, Kern County Superior Court, Case No. BCV-20-100930; *Alcantar v. Bay Equity LLC*, Marin County Superior Court, Case No. CIV1903376; *Spier v. Gibbs International, Inc.*, Kern County Superior Court, Case No. BCV-19-101774-DRL; *Borghi v. Goldco Direct LLC dba Goldco Precious Metals*, Ventura County Superior Court, Case No. 56-2019-00533053-CU-OE-VTA; *Williams v. Aetna, Inc., et al.*, Alameda County Superior Court, Case No. RG19004083; *Singh v. Ryzen*, Alameda County Superior Court, Case No. RG19039158; *Hoshaw v. Sutherland Healthcare*, Los Angeles County Superior Court, Case No. 19STCV33165; *Hart v. Zazzle, Inc.*, San Mateo County Superior, Court Case No. 20-CIV-01321; *Stacy v. Branded Group, Inc.* Kern County Superior Court, Case No. BCV-21- 100443-BCB; *Angeles v. iKrusher, Inc.*, Los Angeles County Superior Court, Case No. MSC20-01312, *Zuniga v. Central Valley Concrete, Inc.*, Merced

County Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power Services Corp.*, Merced County Superior Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A Distributors*, San Bernardino County Superior Court, Case No. CIVDS1938970; *Bandril v. Plastikon Industries*, Alameda County Superior Court, Case No. RG19038227; *Williams v. National Construction Rentals, Inc.*, Alameda County Superior Court, Case No. RG20075904; *Pho v. Kruger Foods, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0002099; *Collins v. Mobile Medical Examination Services, LLC dba MEDXM*, Orange County Superior Court, Case No. 30-2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVDS1915438 (Consolidated with Case No. CIVDS2023661); *Weber v. Sunrise Medical (US) LLC*, Merced County Superior Court, Case No. 20CV-01461 (Consolidated with Case No. 20CV-01707); *Flores v. Rivermaid Trading Company*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0008623; *Guzman v. Bentley Mills, Inc.*, Los Angeles County Superior Court, Case No. 20PSCV00789; and *Ferrara v. South Coast Winery, Inc.*, Riverside County Superior Court, Case No. CVRI2101920 (Consolidated with Case Nos. CVRI2102449 and MCC2001498).

64. Mr. Song is currently handling multiple class action and PAGA matters. Mr. Song's current billing rate is \$775.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Song's 14 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. Song's billing rate of \$775.00 per hour is reasonable.

MORGAN W. SIMPSON'S EXPERIENCE AND QUALIFICATIONS

65. Morgan W. Simpson is an Associate Attorney at my office. He graduated from the University of South Carolina – Columbia in 2016 with a Bachelor of Arts in Journalism, magna cum laude. Mr. Simpson attended the University of Southern California Gould School of Law and graduated in 2020. Mr. Simpson was admitted to the California State Bar as an attorney in June 2021. Mr. Simpson began practicing Plaintiff-side wage and hour class and representative actions in July 2024 when he joined Moon Law Group, PC. Mr. Simpson has served as a handling attorney on the following matters that successfully settled and are in the process of obtaining or have obtained preliminary or final

1 approval: *Ocampo v. DNA Motor, Inc.*, Los Angeles County Superior Court Case No. 23STCV31444;
2 *Gutierrez v. Allegion Access Technologies, LLC*, San Bernardino County Case No. CIVSB2406590;
3 *Gutierrez v. Patton Sales Corp.*, Los Angeles County Case No. 24STCV16019; *Stamm v. Pacific Clay*
4 *Products, Inc., et al.*, Los Angeles County Case No. 24STCV04369; *Velo v. Chicken Choice, Inc.*, Santa
5 Clara County Case No. 24CV441906; *Calderon v. B-Per Electronic, Inc.*, Orange County Case No. 30-
6 2024-01409795-CU-OE-CXC. Mr. Simpson's current billing rate is \$600.00 per hour which is his usual
7 hourly rate in wage and hour litigations. Based on Mr. Simpson's 5 years of experience, his Laffey
8 Matrix rate with a 2.53% adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x \$625)).
9 (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Simpson's
10 billing rate of \$600.00 per hour is reasonable.

11 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

12 66. As demonstrated by the foregoing, my office is qualified to handle this litigation because
13 we are experienced in litigating Labor Code and Wage Order violations in individual, class, and
14 representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in
15 numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion for
16 settlement approval. Including myself, Moon Law Group, PC is comprised of approximately 35
17 attorneys, all of whom are actively and continuously practicing employment litigation, representing
18 almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior
19 Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal
20 courts. The attorneys at my firm have a high level of skill and knowledge in wage-and-hour class actions,
21 PAGA representative actions, and labor and employment law generally, the substantive (state and
22 federal) and procedural law of which is frequently evolving.

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

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

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

12 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

13 70. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to
14 35% of the Gross Settlement Amount (i.e., no less than \$224,000.00, subject to potential increase under
15 the escalator clause), and litigation costs based on their actual and reasonable litigation costs and
16 expenses. (Settlement, ¶ 3.1.2.) The proposed award of attorneys' fees can be justified under either the
17 lodestar method or the percentage/common-fund recovery method. However, we base the proposed fees
18 award on the percentage method, as many of the entries in the time records will have to be redacted to
19 preserve attorney-client and attorney work product privileges.

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

24 72. It is further estimated that my office will need to expend at least another 50 to 100 hours to
25 monitor the administration process leading up to the final approval, prepare for final approval, and
26 oversee distribution to the Class following final approval. My office also bears the risk of taking
27 whatever actions are necessary should Defendant fail to pay.
28

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

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

17 75. As of the drafting of this motion, my office has incurred \$12,637.94 in expenses litigating
18 this action, and we anticipate accruing additional costs up to final approval. These expenses were
19 reasonably necessary to the litigation and were actually incurred by our office. Moreover, the total
20 litigation costs are actual and reasonable litigation costs and expenses allowed under the Settlement. (*Id.*
21 at ¶ 3.1.2.) Therefore, our costs should be reimbursed in full.

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

- 25 (a) Numerous interviews with Plaintiff Vergara and review of documents provided by him;
26 (b) Legal research and investigation regarding Defendant's business and employment
27 practices at numerous points in the litigation;
28

- (c) Preparation and submission of Plaintiff Vergara's PAGA notice;
- (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint and subsequent amended complaints;
- (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 Plaintiffs' 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) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- (j) Preparation of the motion for preliminary approval and the accompanying filings;
- (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;
- (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;
- (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and
- (o) Anticipated responding to Class Member inquiries and communicating with Plaintiffs regarding the case.

77. Through the efforts of my office and Plaintiffs 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* \$640,000.00 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 Plaintiffs, the Labor Code and Wage Order violations alleged in the First Amended Complaint would have gone completely unremedied.

1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct. Executed on July 15, 2026, at Los Angeles, California.

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Kane Moon
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