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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

13 JEREMY CHAVEZ and KASSANDRA
14 GOMEZ, individually, and on behalf of all
others similarly situated,

15 Plaintiffs,

16 vs.

17
18 PNEUDRAULICS, INC., a California
corporation; and DOES 1 through 10, inclusive,

19 Defendants
20

Case No.: CIVRS2500377

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

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Plaintiff Chavez, the Declaration
of Plaintiff Gomez, the Declaration of Jill K.
Ripke, the Declaration of Jodey Lawrence, and
[Proposed] Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: November 4, 2026

Time: 9:00 a.m.

Dept.: R12

Judge: Hon. Kory Mathewson

Action Filed: January 16, 2025

Trial Date: Not Set

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I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Jeremy Chavez (“Plaintiff Chavez”) and Plaintiff Kassandra Gomez (“Plaintiff Gomez”) and the putative Class. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

CASE BACKGROUND

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 Chavez, Plaintiff Gomez, and Plaintiff Ruben Marin (“Plaintiff Marin”) (collectively, the “Plaintiffs”) seek to represent a class of all current and former hourly, non-exempt employees who worked for Defendant PneuDraulics, Inc. (“Defendant”) (together with Plaintiffs, the “Parties”) in the State of California during the period from January 16, 2021 through March 13, 2026 (“Class Period”), as set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the “Settlement”). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. The proposed Class Notice is attached to the Settlement as **Exhibit A**.

3. Defendant is a leading manufacturer and supplier of aerospace hydraulic system components. Defendant has employed Plaintiffs and other putative Class Members in California during the putative Class Period. Plaintiff Gomez worked for Defendant from approximately April 2024 to November 2024. Plaintiff Marin worked for Defendant from approximately April 2024 to November 2024. Throughout their employment, Plaintiffs were employed in a non-exempt position.

4. Plaintiffs' claims for unpaid minimum and overtime wages stem from allegations that Defendant failed to incorporate all remunerations into the regular rate of pay for purposes of paying Class Members overtime wages, meal break premiums, and sick pay and that Defendant required Class Members to work off-the-clock without compensation. Plaintiffs' 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. Plaintiffs further bring a claim for unreimbursed necessary business

1 expenses based on allegations that Class Members used their personal cellphones for business purposes,
2 without reimbursement for the same. Plaintiff also asserted claims for failure to pay all accrued and
3 vested vacation and failure to provide sick pay. Finally, Plaintiffs also bring derivative claims for waiting
4 time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

5 5. On January 16, 2025, Plaintiff Chavez commenced this class action by filing a complaint
6 alleging causes of action against Defendant for Defendant's failure to pay minimum wages; failure to
7 pay overtime compensation; failure to provide meal periods; failure to authorize and permit rest breaks;
8 failure to indemnify necessary business expenses; failure to timely pay final wages at termination; failure
9 to provide accurate itemized wage statements; and unfair business practices ("Chavez Action"). On
10 March 19, 2025, Plaintiff Chavez filed a First Amended Complaint adding a civil penalty claim under
11 PAGA along with naming Plaintiff Gomez as an additional Class Representative.

12 6. On June 16, 2026, the Parties filed a stipulation with a Second Amended Complaint in the
13 Chavez Action to add Plaintiff Marin and his claims and factual allegations (the "Operative Complaint").
14 Plaintiff Marin will request dismissal of his lawsuit without prejudice.¹ A file-stamped copy of the First
15 Amended Complaint containing the Court-assigned case number was submitted to the LWDA.

16 7. On or around January 11, 2025, Plaintiff Chavez submitted a PAGA Notice to the LWDA
17 as well as an Amended PAGA Notice. On or around October 17, 2025, Plaintiff Marin submitted a PAGA
18 Notice to the LWDA. Pursuant to Labor Code § 2699.3(a), Plaintiffs gave timely written notice to
19 Defendant and the LWDA by sending their respective PAGA Notices, as amended. True and correct
20 copies of Plaintiffs' PAGA notices are attached hereto as **Exhibit 2**.

21 8. Defendant ardently opposes the merits of this case and denies Plaintiffs' factual allegations.
22 Defendant argues, among other things, that the putative Class was paid all minimum wages, overtime
23 wages, and sick pay owed and that Defendant did not allow its employees to work off-the-clock.
24 Defendant maintains compliance with all its meal and rest period obligations. As for the unreimbursed
25 business expenses, Defendant maintains it reimbursed Class Members for all necessary business

26
27 ¹ On or around February 13, 2026, Marin filed an action in San Bernardino Superior Court with case
28 Number CIVRS2600596 (the "Marin Action"). That action was not served on Defendant and Plaintiff
Marin will seek dismissal of that case in connection with this settlement.

1 expenses incurred. To the extent Class Members received wage statements that were allegedly inaccurate,
2 Defendant asserts Class Members suffered no actual damage or harm as a result, and that there was no
3 knowing or intentional violation. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No.
4 C 12–05860 CRB, 2013 WL 622032, at *10 [“A plaintiff must adequately plead an injury arising from
5 an employer’s failure to provide full and accurate wage statements, and the omission of the required
6 information alone is not sufficient.”].) With respect to Plaintiffs’ claim for waiting time penalties,
7 Defendant alleges its good-faith belief that they paid all wages precludes the imposition of waiting time
8 penalties since Plaintiffs cannot prove Defendant’s alleged failure to pay all final wages at the time of
9 separation was “willful.” (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED CV 11–
10 298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendant claims it did not engage in any
11 unfair business practices and denies liability under PAGA. Defendant also maintains the claims are
12 improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage
13 claims and the existence of enforceable arbitration agreements with Plaintiffs and other Class Members
14 that could bar class certification or significantly reduce Defendant’s overall liability.

15 DISCOVERY AND INVESTIGATION

16 9. Following the filing of the complaint, the Parties met and conferred regarding an agreement
17 to mediate Plaintiffs’ claims. The Parties agreed to mediate with Hon. Carl West (ret.), an experienced
18 class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an
19 informal exchange of documents and information before the mediation. Prior to mediation, Plaintiffs
20 obtained from Defendant, through informal but extensive discovery, information sufficient to
21 meaningfully evaluate the claims at issue in the action, including applicable written policies, the
22 employee handbook in effect during the Class Period, Plaintiffs’ complete personnel files, an
23 approximate 20% sample of the pay periods for time and corresponding payroll records for employees,
24 and information regarding the estimated number of current and former employees, Workweeks, PAGA
25 Pay Periods, and average hourly pay.

26 10. In preparation for mediation, Plaintiffs’ Counsel reviewed and analyzed all the information
27 Defendant provided, including the sample time/pay records and documents regarding Defendant’s wage
28 and hour policies. Plaintiffs’ Counsel retained a statistics expert to analyze the sample records and

1 prepare a damage analysis prior to mediation. The sample time and pay records analyzed contained
2 17,935 shifts that employees worked (representing approximately 11% of total shifts), which allowed
3 Plaintiffs' expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their
4 extensive factual investigation, Plaintiffs' Counsel also investigated the applicable law regarding the
5 claims and defenses asserted in the litigation. Accordingly, Plaintiffs' Counsel were able to evaluate the
6 probability of class certification, success on the merits, and Defendant's maximum and realistic monetary
7 exposure for all claims. Thus, Plaintiffs' and their Counsel's familiarity with the facts of the case and the
8 legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

9 SETTLEMENT NEGOTIATIONS

10 11. Mediation occurred on February 11, 2026. The settlement negotiations were at arm's length
11 and, although conducted in a professional manner, were adversarial. The Parties went into the mediation
12 willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate
13 their position through trial and appeal if a settlement had not been reached. After extensive negotiations
14 and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses,
15 the Parties reached a settlement, the material terms of which are encompassed within the Settlement.

16 12. To the best of my knowledge, I am not aware of any individual, representative, or class
17 action, other than the Marin action, in this jurisdiction, or any other court or jurisdiction, asserting claims
18 similar to those asserted in this action on behalf of a class or group of individuals who would also be
19 members of the putative Class, as defined in this matter. I have come to the foregoing conclusion after a
20 reasonable inquiry and review of the LWDA's PAGA Case Search website, this Court's case search
21 website, and other information reasonably available online. Additionally, Defendant has not indicated
22 there is any other related case pending as of the date of this declaration. As such, I am unable to name
23 any case or the definition of a class of parties on whose behalf any action was brought that would overlap
24 with the putative Class, as defined in this matter, or would otherwise be extinguished or adversely
25 affected by approval of this Settlement.

26 13. In compliance with Labor Code section 2699, Plaintiffs' Counsel submitted to the LWDA a
27 notice of settlement and a copy of the proposed Settlement. A true and correct copy of the LWDA's email
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confirming receipt thereof is attached hereto as **Exhibit 3**. To date, the LWDA has not indicated any intent to investigate the allegations, intervene in the litigation, or object to the proposed Settlement.

14. The key financial terms of the Settlement are as follows:

Gross Settlement Amount (“GSA”)	\$640,000.00, non-reversionary
Deductions from GSA	
Class Representative Service Payment	Not to exceed \$7,500.00 each
Class Counsel Fees Payment	Not more than one-third (1/3) of the GSA
Class Counsel Expenses Payment	Not to exceed \$45,000.00
Administration Expenses Payment	Not to exceed \$7,750.00
PAGA Penalties	\$50,000.00 (to be distributed as: 65%, or \$32,500.00, to the LWDA; and 35%, or \$17,500.00, to Aggrieved Employees). The estimated average Individual PAGA Payment based on an estimated 244 Aggrieved Employees is \$71.72. Actual amounts of Individual PAGA Payments will be based on the number of PAGA Pay Periods worked by each Aggrieved Employee.
Estimated Net Settlement Amount (“NSA”)	\$301,416.67. The estimated average Individual Class Payments based on an estimated 381 Class Members is \$791.12. Actual amounts of Individual Class Payments will be based on the number of Workweeks worked by each Class Member.
Employer-Side Payroll Taxes	Defendant agrees to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.

(a) The Gross Settlement Amount is \$640,000.00, non-reversionary, and subject to potential increase under an escalator clause. (Settlement, ¶ 3.0.)

1 (b) The Settlement includes a Class Representative Service Payment to Plaintiffs in an
2 amount up to \$7,500.00 each Class Representative from the Gross Settlement Amount, subject to
3 the Court's approval, and in addition to the amount they are eligible to receive as Class Members.
4 (*Id.* at ¶ 3.1.1.) This service payment is for their services in support of the action, the benefits they
5 helped bring about for the Class, and their General Release. (*Id.* at ¶ 1.12.) If the Court approves
6 a Class Representative Service Payment less than the amount requested, the Administrator will
7 retain the remainder in the Net Settlement Amount. (*Id.* at ¶ 3.1.1.)

8 (c) The Settlement provides for a Class Counsel Fees Payment of up to one-third (1/3) of
9 the Gross Settlement Amount (currently estimated to be \$213,333.33) for Plaintiffs' Counsel's
10 attorneys' fees, and a Class Counsel Expenses Payment of not more than \$45,000.00. (*Id.* at ¶
11 3.1.2.) If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Expenses
12 Payment less than the amounts requested, the Administrator will allocate the remainder to the Net
13 Settlement Amount. (*Id.*) At this time, my firm has incurred \$16,400.04 in costs, and a true and
14 correct copy of these litigation costs is attached hereto as **Exhibit 4**. Additionally, I estimate that
15 my office will incur not more than \$1,000.00 in costs for filing fees that are reasonably incurred
16 between preliminary and final approval. Pursuant to a Joint Prosecution Agreement between Moon
17 Law Group, PC ("MLG") and E&L LLP ("E&L"), and as consented to in a signed writing by
18 Plaintiffs, the Class Counsel Fees Payment will be divided with 95% to MLG and 5% to E&L.

19 (d) The Parties jointly selected Phoenix Class Action Administration Solutions as the neutral
20 entity to administer this Settlement. (*Id.* at ¶¶ 1.1, 6.0.) The Settlement provides the Administrator
21 will be paid an Administration Expenses Payment from the Gross Settlement Amount, in an
22 amount up to \$7,750.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.1.3.)
23 To the extent actual expenses are less and/or the Court approves payment less than the requested
24 amount, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id.*) A true
25 and correct copy of the Administrator's flat fee bid of \$7,750.00 is attached hereto as **Exhibit 5**.

26 (e) The Settlement provides for PAGA Penalties in the amount of \$50,000.00, which will
27 be distributed sixty-five percent (65%) (\$32,500.00) to the LWDA through the LWDA PAGA
28 Payment and thirty-five percent (35%) (\$17,500.00) to Aggrieved Employees through Individual

PAGA Payments. (*Id.* at ¶ 3.1.5.) Each Aggrieved Employee will be entitled to his or her pro rata share of the Individual PAGA Payments that is directly proportional to the number of PAGA Pay Periods during which the Aggrieved Employee worked in the PAGA Period. (*Id.* at ¶ 3.1.5.1.)

(f) The “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and the Administration Expenses Payment. (*Id.* at ¶ 1.25.) The remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id.*) The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. (*Id.* at ¶ 3.0.)

(g) Twenty percent (20%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). (*Id.* at ¶ 3.1.4.1.) Eighty percent (80%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for penalties and interest (the “Non-Wage Portion”). (*Id.*) Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. (*Id.* at ¶ 3.1.5.1.)

(h) The Net Settlement Amount available for Participating Class Members is no less than \$301,416.67. The estimated average Individual Class Payment based on approximately 381 Class Members is \$791.12. From the \$17,500.00 Individual PAGA Payments to Aggrieved Employees, the estimated average Individual PAGA Payment based on an estimated 241 Aggrieved Employees is \$72.61 Actual amounts of Individual Class Payments and Individual PAGA Payments will be based on the number of Workweeks and PAGA Pay Periods worked by each Class Member and Aggrieved Employee, respectively.

(i) Any settlement payments remaining uncashed following the 180-day cash-checking period will be voided by the Administrator and those funds transmitted to the California Controller’s Unclaimed Property Fund Office in the name of the Class Member thereby leaving

1 no “unpaid residue” in accordance with the requirements of California Code of Civil Procedure
2 section 384(b). (*Id.* at ¶¶ 4.1.1, 4.1.3.)

3 (j) Pursuant to the escalator clause, if the total number of weeks worked by the Class Members
4 during the Class Period exceeds 33,509 by more than 10% (i.e., if the weeks exceed 36,860) then, at
5 Defendant’s sole election, either the Class Period time will be reduced to such a time period that is less
6 than 36,860 weeks or the Gross Settlement Amount will be increased on a pro rata basis equal to the
7 percentage increase in the number of weeks worked by the Class Members above 10% (i.e., if the
8 number of weeks increased by 11%, then the Gross Settlement Amount will increase by 1%). (*Id.* at ¶
9 7.0.) Based on a review of Defendant’s records, Defense Counsel estimates that the number of
10 Workweeks during the Class Period is 33,869, which is lower than the escalator threshold.
11 (Declaration of Jill L. Ripke [“Ripke Decl.”], ¶ 3.)

12 15. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully
13 pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator within thirty (30)
14 days of the Effective Date of the Settlement. (*Id.* at ¶ 4.0.) “Effective Date” means the date by when both
15 of the following have occurred: (a) the Court enters Judgment on its order granting final approval of the
16 Settlement; and (b) the Judgment is final. (*Id.* at ¶ 1.16.) The Judgment is final as of the latest of the
17 following occurrences: (a) if no Participating Class Member(s) objects to the Settlement, the day the
18 Court enters Judgment; (b) if one or more Participating Class Member(s) objects to the Settlement, the
19 day after the deadline for filing a notice for appeal from the Judgment; or (c) if a timely appeal from the
20 Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. (*Id.*)

21 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

22 16. Plaintiffs’ Counsel have conducted a thorough investigation into the facts of this case. Based
23 on the foregoing document and information exchange and on their own independent investigation and
24 evaluation, Plaintiffs’ Counsel are of the opinion that the proposed Settlement is fair, reasonable, and
25 adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial
26 risk, appellate risk, and the defenses that Defendant may assert both to certification and on the merits,
27 the Settlement is in the best interests of the Class.
28

1 17. Based on Plaintiffs' Counsel's review of the time, payroll, and additional records and
2 information provided by Defendant, on Plaintiffs' expert's analysis of the sample time and payroll
3 records provided by Defendant, and on information from Plaintiffs, Plaintiffs' Counsel evaluated and
4 estimated Defendant's maximum and realistic risk-adjusted exposure. Based on a review of its records,
5 Defendant estimates there are 381 Class Members. Defendant represented at mediation that the number
6 that number of Workweeks during the period of January 16, 2021 to February 11, 2026 (the date of
7 mediation) was estimated to be 33,509.² (Settlement, ¶ 7.0.) Additionally, Defendant's payroll data
8 showed there were approximately 241 Aggrieved Employees who worked approximately 17,558 PAGA
9 Pay Periods, 189 former employees falling within the three-year statute of limitations ("SOL") period for
10 waiting time penalties, approximately 241 employees falling within the statutory period for inaccurate
11 wage statement penalties, and that Class Members' average hourly rate is approximately \$25.31.

12 Accordingly, I calculated Defendant's potential exposure as follows:

13 Claim	Relevant Time Period	Rate	Number of Violations	Realistic Exposure Amount
14 Unpaid Wages (Regular Rate Issue)	33,509 Workweeks	\$25.38 average regular rate of pay	Based on expert analysis of records	\$24,133.25*
15 Unpaid Wages (Due to Off- the-Clock Work)	33,509 Workweeks	\$25.31 average hourly rate	5,528 net unpaid hours (assuming 10 minutes per Workweek; 88.2% overtime)	\$20,161.56**

21 ² Based on a review of Defendants records as of July 24, 2026, it is estimated that there are 36,860
22 Workweeks during the Class Period. (Ripke Decl., ¶ 3.)

23 The Settlement was negotiated based on estimates provided at mediation. As a result, the exposure
24 analysis provided herein is based on the number of Workweeks provided at mediation as provided at
paragraph 7 in the Settlement.

25 The estimates at mediation and Defendant's estimates as of July 24, 2026 are not significantly different
(there are only 360 more Workweeks from the July 24, 2026 estimate and the estimate at mediation).
26 Additionally, the estimates provided at mediation were for the number of Workweeks from the beginning
of the Class Period to the mediation date of February 11, 2026, which is approximately 2 months shorter
27 then the duration of the Class Period from January 16, 2021 through March 13, 2026. Accordingly, the
differences between the estimate provided at paragraph 7 and the final numbers are reasonably. Given the
28 differences between the estimate and actual numbers are not significant, Plaintiff's Counsel continue to
believe the Settlement is fair, reasonable, and adequate.

Meal Period Violations	33,509 Workweeks	\$25.31 average hourly rate	38,997 unique meal break violations (based on expert analysis of records)	\$246,753.52*
Rest Period Violations	33,509 Workweeks	\$25.31 average hourly rate	162,557 unique rest break violations (assumes 100% violation rate for shifts of at least 3.5 hours)	\$411,431.77**
Unreimbursed Business Expenses	33,509 Workweeks	\$5 per Workweek	Assumes \$5 per Workweek	\$16,754.50**
Labor Code § 203	Based on approx. 189 terminated employees within the 3-year SOL	\$25.31 average hourly rate / 30-day max.	Assumes 9.3 hours/day	\$71,311.90***
Labor Code § 226	Based on approx. 241 employees within the 1-year SOL	\$50 per initial pay period /\$100 per subsequent pay periods /\$4,000 employee max.	Based on 17,558 pay periods within the 1-year SOL	\$48,200.00***
PAGA	Based on 17,558 pay periods within the 1-year SOL	\$100 per pay period	Based on 17,558 pay periods within the 1-year SOL	\$87,790.00***
Total				\$926,536.50
* 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 A discount for risk at certification and trial is reasonable 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>.) Moreover, discounting is particularly warranted in this case because of the individualized and testimony-intensive nature of the wage claims and the existence of valid and enforceable arbitration agreements that could bar or limit the likelihood of any recovery whatsoever.

1 18. Plaintiffs’ unpaid overtime claim is based on allegations that Defendant failed to incorporate
2 non-discretionary remuneration into Class Members’ regular rate of pay for purposes of paying overtime
3 pay, meal break premium pay, and sick pay. Plaintiffs’ expert reviewed the sample records Defendant
4 produced and found 9 additional payments that were not incorporated into the regular rate of pay. As a
5 result, Plaintiffs’ expert determined that Defendant’s failure to incorporate these remunerations affected
6 2.8% of Class Members for overtime pay, 11.1% of Class Members for meal break premiums, and 15.7%
7 of Class Members for sick pay, resulting in \$96,533.00 of unpaid wages. However, Defendant argues
8 these remunerations were discretionary, and therefore, Defendant was not required to incorporate those
9 payments into the regular rate. Additionally, Defendant argues that to the extent Defendant’ failed to
10 incorporate any of these remunerations, Defendant’s exposure was minimal given only 1.7% of pay
11 periods included additional compensation and sick pay, and only 1.0% of pay periods included additional
12 compensation and meal break premiums. Given Defendant’s defenses and due to the lack of written
13 policies regarding criteria for bonus payments, I acknowledge the foregoing presents significant risk with
14 certifying this claim and proof on the merits. Therefore, I applied a 75% discount to the maximum
15 exposure figure; accordingly, I arrived at **a realistic damage estimate of \$24,133.25 for the regular**
16 **rate claim.**

17 19. Plaintiffs’ unpaid wages claim is also due, in part, to allegations that Defendant did not
18 compensate Class Members for all hours worked. Plaintiffs allege that they and Class Members had to
19 wait in line to clock in prior to shifts and after meal breaks on a daily basis.. For purposes of mediation,
20 Plaintiffs’ Counsel estimated Class Members spent an average of 10 minutes off-the-clock per shift
21 during the Class Period. Plaintiffs’ Counsel and its data expert then estimated that Defendant failed to
22 pay Class Members for approximately 5,528 hours, 88.2% of which was overtime, resulting in a
23 maximum potential liability of \$201,615.61. Defendant contends that all time worked was compensated,
24 and that this issue is highly individualized and not susceptible to class-wide treatment. Additionally, “off-
25 the-clock” claims are difficult to be tried on a class-wide basis because there is no apparatus that can be
26 used to prove this claim – e.g., there are no records to be used as evidence. In light of these defenses, and
27 for purposes of settlement, Plaintiffs’ Counsel discounted the maximum potential liability by 90%
28

1 (\$201,615.61* .10). Accordingly, I arrived at a **realistic damage estimate of \$20,161.56 for the off-**
2 **the-clock work claim.**

3 20. As discussed above, Plaintiffs' meal period claim is based on allegations that due to the
4 nature of their work, Class Members' meal breaks were often short, late, interrupted, and sometimes
5 missed altogether. Plaintiffs' expert reviewed the sample records that Defendant produced and thereby
6 found 38,997 identifiable meal period violations, a 24.4% violation rate, resulting in an estimated
7 maximum exposure of \$987,014.07. Plaintiffs' expert found that 93.6% of shifts between 5 and 6 hours
8 did not have a recorded meal period; however, Defendant contends that many compliant meal breaks
9 were taken and that where a violation appears, it was a result of employees voluntarily waiving their
10 break rights. Factoring in meal period violations with waivers resulted in a 20.9% meal break violation
11 rate. Additionally, the records show that Defendant paid some meal period premiums (a 12.5% payment
12 rate), which Defendant argues shows that any non-compliance, which Defendant disputes, was not
13 "willful." Defendant also argues this claim is improper for class treatment, in part, given the
14 individualized nature of assessing non-compliant meal periods and resulting damages. Although I believe
15 there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this
16 claim and proof on the merits. Certification and proof of this claim would require declarations from Class
17 Members and obtaining such declarations potentially would reveal that each Class Member had a
18 different experience with respect to meal periods. Therefore, I believe a 75% discount to the maximum
19 exposure figure is warranted. Applying this discount, I accordingly arrived at a **realistic damage**
20 **estimate of \$246,753.52 for the meal period claim.**

21 21. Plaintiffs' rest period claim is based on allegations that due to the nature of their work, Class
22 Members' rest periods were often short, late, interrupted, and sometimes missed altogether. For purposes
23 of mediation, I assumed, based on information from Plaintiffs, a 100% violation rate for shifts of at least
24 3.5 hours. Plaintiffs' expert thus determined 162,557 unique rest period violations, and that Defendant
25 did not pay any premium wages, resulting in an estimated maximum exposure of \$4,114,317.67.
26 Defendant maintains its compliance with all rest period obligations and that the putative Class was
27 provided with the opportunity to take all rest periods to which they were entitled or otherwise voluntarily
28 waived breaks. Moreover, Defendant argues this claim is improper for class treatment, in part, given the

1 individualized nature of assessing non-compliant rest periods and resulting damages. Although I believe
2 there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this
3 claim and proof on the merits, particularly as rest periods were not recorded nor are they required to be
4 recorded under California law. Certification and proof of this claim would require declarations from
5 Class Members and obtaining such declarations potentially would reveal that each Class Member had a
6 different experience with respect to rest periods. Therefore, I believe a 90% discount to the maximum
7 exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage**
8 **estimate of \$411,431.77 for the rest period claim.**

9 22. The unreimbursed business expenses claim is based on allegations that Defendant did not
10 reimburse Class Members for all expenses Class Members incurred in direct consequence of the
11 discharge of their duties. Plaintiffs allege that they were required to use their personal cellphones for
12 business purposes, without reimbursement. The precise value of all necessary business expenses Class
13 Members incurred could not be calculated. Therefore, in preparation for mediation, Plaintiffs' Counsel
14 estimated Defendant owed approximately \$5.00 per Workweek in the statutory period and that
15 Defendant's potential liability is \$167,545.00. Defendant contends it complied with all its reimbursement
16 obligations, that it provided Class Members with necessary tools, that cellphone use was not required for
17 work, and further, that the reimbursement claim would be difficult to certify, given the individualistic
18 nature of this claim. In light of these defenses, and for purposes of settlement, I discounted Defendant's
19 potential liability by 90%. **Plaintiffs' realistic recovery estimate for the unreimbursed expenses claim**
20 **is therefore \$16,754.50.**

21 23. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiffs
22 estimate Defendant's maximum potential exposure, prior to risk-adjustment, is \$4,074,738.00, which
23 breaks down as follows: \$1,426,238.00 for waiting time penalties for approximately 189 terminated Class
24 Members during the 3-year SOL; a \$976,000.00 penalty for inaccurate wage statements based on
25 approximately 244 Class Members within the 1-year SOL; and \$1,672,500.00 for PAGA penalties based
26 on the Court assessing a \$100 penalty for each pay period containing a violation (approx. 16,725 PAGA
27 Pay Periods). However, I believe it would be unrealistic to expect the Court to award the full exposure
28 amount given the discretionary nature of awarding penalties and given Defendant's defenses, including

1 that any failure to pay all final wages at the time of separation was not willful or intentional and that to
2 the extent Plaintiffs received wage statements that were allegedly inaccurate, Plaintiffs suffered no actual
3 resulting damage or harm. Moreover, I understand the individualized and testimony-intensive nature of
4 the wage claims could bar class certification or otherwise significantly reduce Defendant's overall
5 liability for statutory and civil penalties. Furthermore, considering the underlying wage claims are
6 realistically estimated to be \$719,234.60, awarding such a disproportional amount in penalties would
7 also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty
8 (resulting in \$71,311.90 for waiting time penalties, \$48,800.00 for inaccurate wage statement penalties,
9 and \$83,625.00 for PAGA penalties) and accordingly arrived at **a realistic damage estimate of**
10 **\$203,736.90 for statutory and civil penalties.**

11 24. Using these estimated figures, Plaintiffs predicted the *realistic* recovery for all claims,
12 including penalties, would be \$926,536.50. This means the \$640,000.00 gross settlement figure
13 represents roughly 69.1% of the realistic (*risk-adjusted*) recovery. This is an excellent result for the
14 Class, particularly because, under the proposed Settlement, Class Members will receive timely,
15 guaranteed relief and will avoid the risk of not being able to recover anything.

16 25. While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as
17 to each cause of action. Plaintiffs also recognize that proving the amounts of wages owed to each Class
18 Member would be an expensive, time-consuming, and uncertain proposition.

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

24 27. The Settlement obviates the significant risk that this Court may deny certification of all or
25 some of Plaintiffs' claims, particularly considering the arbitration agreement signed by Plaintiffs
26 containing a class action waiver. Furthermore, even if Plaintiffs were able to pursue their claims on a
27 class-wide basis and obtain certification of all or some of the claims, continued litigation would be
28

expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class.

28. 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 discovery, and class-wide data analysis, they have not conducted extensive formal discovery. 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 Plaintiffs and/or any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

29. The Net Settlement Amount available for settlement payments is no less than **\$301,416.67** for an estimated Class size of **381 individuals**.⁴ As a result, Participating Class Member will receive an average benefit of approximately **\$791.12** prior to tax withholdings on the wage portion of payments. Considering Class Members' average hourly rate is \$25.31, the average benefit is approximately **31.26 hours of work**. Additionally, it is estimated there are **241 Aggrieved Employees**, resulting in an estimated average of **\$72.61** from the total Individual PAGA Payments of \$17,500.00. 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 for Defendant during the relevant period will receive a benefit greater than the average estimated amount. The high and low range of payments to Class Members will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data and will be provided to the Court in a motion for final approval.

30. The proposed settlement of \$640,000.00 therefore represents a substantial recovery when compared to the reasonably forecasted recovery of the Class. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability,

⁴ The Net Settlement Amount is at least \$640,000.00 less the following: \$7,500.00 for each Class Representative Service Payment (\$22,500 total), \$7,750.00 for the Administration Expenses Payment, \$50,000.00 for the PAGA Penalties to the LWDA and to Aggrieved Employees, \$213,333.33 for Class Counsel's attorneys' fees, and up to \$45,000.00 for Class Counsel's litigation costs. (Settlement, ¶¶ 1.25, 3.1.)

1 and the probability of appeal, it is clear the Settlement amount of \$640,000.00 is within the “ballpark” of
2 reasonableness, and that preliminary settlement approval is appropriate.

3 THE SERVICE PAYMENT TO PLAINTIFFS IS REASONABLE

4 31. Throughout this litigation, Plaintiffs, who were former employees of Defendant, have
5 cooperated immensely with my office, and have taken many actions to protect the interests of the Class.
6 Plaintiffs provided valuable information regarding their hours worked and what duties were performed
7 during those hours. Plaintiffs also provided information regarding meal and rest periods taken and missed
8 by Plaintiffs and other Class Members. Plaintiffs participated in decisions concerning this action, assisted
9 in preparation for the full-day mediation session, and provided Plaintiffs’ Counsel with the names and
10 contact information of potential witnesses in this action. Before we filed the Operative Complaint,
11 Plaintiffs worked with my office to determine the viability of their claims. Plaintiffs also provided
12 information and documents relating to their employment by Defendant. The information and
13 documentation provided by Plaintiffs were instrumental in establishing the wage and hour violations
14 alleged in this action, and the recovery provided for in the Settlement would have been impossible to
15 obtain without their participation.

16 32. At the same time, Plaintiffs faced many risks in adding themselves as the Class
17 Representatives in this matter. Plaintiffs faced actual risks with their future employment, as putting
18 themselves on public record in an employment lawsuit could also very well affect their likelihood for
19 future employment. For example, a search of Plaintiffs’ name will reveal this action, and as a result,
20 many employers may likely forego hiring Plaintiffs in learning they sued a former employer.

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

27 34. This class action would not have been possible without the aid of Plaintiffs, who put their
28 own time and effort into this litigation and placed themselves at risk for the sake of the Class. The

1 requested service payment is therefore reasonable to compensate Plaintiffs for their active participation
2 in this lawsuit, in addition to their general release of claims, both known and unknown, and waiver of
3 section 1542 rights.

4 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

16 38. My current billing rate is \$950.00 per hour, which is my usual hourly rate for wage and hour
17 litigations. A \$950 per hour rate is reasonable considering my years of experience practicing in the highly
18 specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
19 <http://www.laffeymatrix.com/see.html>, [last visited August 5, 2026].) The Laffey Matrix is a “well-
20 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
21 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
22 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
23 upwards based on “locality pay differentials” and the location of counsel’s office in California to
24 determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the
25 Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the
26 District of Columbia and San Francisco, California, where counsel’s office was located].) To determine
27 the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay
28 differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on

1 firm's location in Los Angeles, California, the current locality pay differential of the Los Angeles-Long
2 Beach area is 36.47% and of the Washington-Baltimore-Arlington area is 33.94%, which results in a
3 difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA,
4 Effective January 13, 2025 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective
5 January 13, 2025.) True and correct copies of the Los Angeles-Long Beach and Washington-Baltimore-
6 Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 19+
7 years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per
8 hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (*See* Ex. 6.) Accordingly, my billing rate of \$950
9 per hour is reasonable.

10 39. I am experienced in prosecuting and defending employment matters, particularly class
11 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on
12 wage, hour, and working conditions violations. In addition to the present case, I am also class counsel
13 for other wage and hour class action lawsuits pending in various California counties, including in state
14 and federal courts. The following is a list of some of our recent class action settlements that have received
15 preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size
16 approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class
17 size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size
18 approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size
19 approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500;
20 co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones*
21 *v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v.*
22 *ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel);
23 *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx))
24 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that
25 case, the Court found: "Class Counsel's declarations show that the attorneys are experienced and
26 successful litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC
27 attorneys"); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173;
28 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

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

41. 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.

42. 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 12 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 significant wage-and-hour class action experience, Mr. Feghali's billing rate of \$900 per hour is reasonable.

43. 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 granted in part.
- (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No. 19STCV44400), which was granted in part and denied in part in October 2022.
- (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP (RAOx)) 2020 WL 1934954, where defendant removed a wage and hour class alleging that plaintiff's claims were pre-empted by the Labor Management Relations Act.
- (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.
- (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-MRWx) 2018 WL 1352910. Defendant 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 plaintiff 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.

44. 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

45. 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.

1 Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is presently admitted to practice
2 in all state courts of California (admitted in 2019), and before all federal district courts in California.

3 46. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and
4 employment law. Mr. Song has worked on numerous class action cases and representative actions that
5 have been granted final approval, including *Paez et al. v. C&R Restaurant Group, LP*, Kern County
6 Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc.*, San Luis
7 Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc.*, Solano
8 County Superior Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc.*, Sacramento County
9 Superior Court, Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats (Stockton), LLC*, San Joaquin
10 County Superior Court, Case No. STK-CV-UOE-2018-0012758; *Garcia v. Continental Intermodal*
11 *Group LP dba CIG Logistics*, Kern County Superior Court, Case No. BCV-19-102776; *Tourchette adv.*
12 *Finelite, Inc.*, Alameda County Superior Court, Case No. RG19022885; *Touch v. Presidio Components,*
13 *Inc.*, Kern County Superior Court, Case No. BCV-20-101005; *Johnston v. Environmental Logistics, Inc.*,
14 Kern County Superior Court, Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste*
15 *Minimization, Inc.*, Kern County Superior Court, Case No. BCV-19-102248-SDS; *Priess v. Fiore*
16 *Management LLC dba Canndescent*, Kern County Superior Court, Case No. BCV-20-100930; *Alcantar*
17 *v. Bay Equity LLC*, Marin County Superior Court, Case No. CIV1903376; *Spier v. Gibbs International,*
18 *Inc.*, Kern County Superior Court, Case No. BCV-19-101774-DRL; *Borghi v. Goldco Direct LLC dba*
19 *Goldco Precious Metals*, Ventura County Superior Court, Case No. 56-2019-00533053-CU-OE-VTA;
20 *Williams v. Aetna, Inc., et al.*, Alameda County Superior Court, Case No. RG19004083; *Singh v. Ryzen,*
21 Alameda County Superior Court, Case No. RG19039158; *Hoshaw v. Sutherland Healthcare*, Los
22 Angeles County Superior Court, Case No. 19STCV33165; *Hart v. Zazzle, Inc.*, San Mateo County
23 Superior, Court Case No. 20-CIV-01321; *Stacy v. Branded Group, Inc.* Kern County Superior Court,
24 Case No. BCV-21- 100443-BCB; *Angeles v. iKrusher, Inc.*, Los Angeles County Superior Court, Case
25 No. MSC20-01312, *Zuniga v. Central Valley Concrete, Inc.*, Merced County Superior Court, Case No.
26 20CV-00490; *Gomez v. IHI Power Services Corp.*, Merced County Superior Court, Case No. 20CV-
27 02657; *Martinez v. N.A.F.T.A Distributors*, San Bernardino County Superior Court, Case No.
28 CIVDS1938970; *Bandril v. Plastikon Industries*, Alameda County Superior Court, Case No.

1 RG19038227; *Williams v. National Construction Rentals, Inc.*, Alameda County Superior Court, Case
2 No. RG20075904; *Pho v. Kruger Foods, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-
3 UOE-2020-0002099; *Collins v. Mobile Medical Examination Services, LLC dba MEDXM*, Orange
4 County Superior Court, Case No. 30-2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC*,
5 *et al.*, San Bernardino County Superior Court, Case No. CIVDS1915438 (Consolidated with Case No.
6 CIVDS2023661); *Weber v. Sunrise Medical (US) LLC*, Merced County Superior Court, Case No. 20CV-
7 01461 (Consolidated with Case No. 20CV-01707); *Flores v. Rivermaid Trading Company*, San Joaquin
8 County Superior Court, Case No. STK-CV-UOE-2020-0008623; *Guzman v. Bentley Mills, Inc.*, Los
9 Angeles County Superior Court, Case No. 20PSCV00789; and *Ferrara v. South Coast Winery, Inc.*,
10 Riverside County Superior Court, Case No. CVRI2101920 (Consolidated with Case Nos. CVRI2102449
11 and MCC2001498).

12 47. Mr. Song is currently handling multiple class action and PAGA matters. Mr. Song's current
13 billing rate is \$775.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr.
14 Song's 14 years of experience, his Laffey Matrix rate with a 2.5% adjustment is \$1,044.78 per hour
15 (\$1,019 Laffey Matrix rate + (2.5% x \$1,019)). (See Ex. 6.) As compared to the Laffey Matrix rate and
16 when considering his experience, Mr. Song's billing rate of \$775.00 per hour is reasonable

17 MICHAEL H. PATTERSON'S EXPERIENCE AND QUALIFICATIONS

18 48. Michael H. Patterson is an associate attorney at Moon Law Group, PC. Mr. Patterson
19 represents employees in wage-and-hour class actions and PAGA representative actions involving claims
20 related to overtime and minimum wages, meal and rest break violations, improper wage statements, and
21 unfair business practices.

22 49. Mr. Patterson received a Bachelor of Arts in Philosophy from California Polytechnic State
23 University, San Luis Obispo, and a Juris Doctor from the University of San Diego School of Law. Prior
24 to joining Moon Law Group, PC, Mr. Patterson served as a Deputy Alternate Public Defender for Los
25 Angeles County and as a Deputy Public Defender for Riverside County.

26 50. Mr. Patterson became an Active Member of the State Bar of California in November 2021
27 and has been an Active Member in good standing continuously since then. He is also admitted to practice
28 in the United States District Court for the Central District of California.

1 51. Mr. Patterson's billing rate is \$450.00 per hour, which is his usual hourly rate in wage and
2 hour litigations. Based on Mr. Patterson's five years of experience since graduating from law school, his
3 Laffey Matrix rate with a 2.53% adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x
4 \$625)). (See Ex. 6.) As compared to the Laffey Matrix rate, Mr. Patterson's billing rate of \$450.00 per
5 hour is reasonable.

6 PLAINTIFFS' COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

6 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

7 56. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to
8 one-third of the Gross Settlement Amount (currently estimated to be \$213,333.33), plus reimbursement
9 for actual litigation costs not to exceed \$45,000.00. (Settlement, ¶ 3.1.2.) The proposed award of
10 attorneys' fees to Class Counsel in this case can be justified under either the lodestar method or the
11 percentage/common fund recovery method. Plaintiffs' Counsel, however, intend to base the proposed
12 award of fees on the percentage method as many of the entries in the time records will have to be redacted
13 to preserve attorney-client and attorney work product privileges.

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

18 58. It is further estimated that my office will need to expend at least another 50 to 100 hours to
19 monitor the process leading up to the final approval and payments made to the Class. My office also
20 bears the risk of taking whatever actions are necessary should Defendant fail to pay.

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

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

10 61. As of the drafting of this motion, my office has incurred \$16,400.04 in expenses litigating
11 this action, and we anticipate accruing additional costs up to final approval. These expenses were
12 reasonably necessary to the litigation and were actually incurred by my office. Moreover, because total
13 litigation costs are below the maximum amount allowed under the Settlement, the difference will revert
14 to Participating Class Members. (*Id.* at ¶ 3.1.2.) Therefore, our costs should be reimbursed in full.

15 62. My office invested significant time and resources into the case, with payment deferred to the
16 end of the case, and then, of course, contingent on the outcome. My office's efforts included, without
17 limitation, the following:

- 18 (a) Numerous interviews with Plaintiffs and review of documents provided by them;
- 19 (b) Legal research and investigation regarding the Defendant's practices at numerous points
20 in the litigation;
- 21 (c) Preparation and submission of Plaintiff Chavez's PAGA notice letter and Plaintiffs'
22 amended PAGA notice letter;
- 23 (d) Preparation, finalization, and filing of multiple drafts of the Plaintiff Chavez's class action
24 complaint and subsequent amended complaints;
- 25 (e) Extensive "meet and confer" correspondence and discussions with Defendant's counsel
26 to obtain relevant documents and information through informal discovery;
- 27 (f) Contacting witnesses;

- 1 (g) Analysis of the informal discovery production and preparation of a damages model with
2 the aid of a statistics expert;
- 3 (h) Research and preparation of Plaintiffs' mediation brief;
- 4 (i) Attendance and active participation at a full day of mediation;
- 5 (j) Drafting, negotiating, and reviewing multiple drafts of the Settlement and proposed Class
6 Notice thereto; and
- 7 (k) Preparation of the motion for preliminary approval and the accompanying filings.

8 63. Through the efforts of my office and Plaintiffs in this case, a fair and reasonable joint
9 resolution has been reached that includes a gross, non-reversionary payment by Defendant of
10 \$640,000.00 to compensate Class Members for the alleged unlawful wage and hour practices. I am
11 informed and believe that, without the efforts of my office or Plaintiffs, the Labor Code and Wage Order
12 violations alleged in the Operative Complaint would have gone completely unremedied.

13

14 I declare under penalty of perjury under the laws of the State of California and the United States
15 that the foregoing is true and correct. Executed on August 28, 2026, at Los Angeles, California.

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17 _____

18 Kane Moon

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