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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF NAPA**

12 DANIEL ROBERTO ORTEGA, individually, and
on behalf of all others similarly situated,

13 Plaintiff,

14
15 vs.

16 SUTTER HOME WINERY, INC., a California
17 corporation dba TRINCHERO FAMILY ESTATES
and DOES 1 through 10, inclusive,

18 Defendants
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Case No.: 25CV000461

CLASS AND REPRESENTATIVE ACTION

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

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

PRELIMINARY APPROVAL HEARING:

Date: September 30, 2026

Time: 8:30 a.m.

Dept.: Courtroom B

Judge: Hon. Joseph J. Solga

Complaint Filed: February 26, 2025

FAC Filed: April 30, 2025

Trial Date: Not set

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 Daniel Roberto Ortega (“Plaintiff”) and the putative Class. I have personal knowledge of the matters set forth herein and if called as a witness, I could and would testify competently to the facts described herein.

2. This is a wage-and-hour class and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, et seq. (“PAGA”). Plaintiff seeks to represent a class of all current and former hourly-paid or non-exempt employees of Defendant Sutter Home Winery, Inc. dba Trinchero Family Estates (“Defendant”) in the State of California from February 26, 2021, through February 27, 2026, 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 one of the largest family-owned wine companies in the United States and is headquartered in St. Helena, California. Defendant employed Plaintiff as a non-exempt vineyard mechanic and employed other non-exempt, hourly-paid employees during the Class Period. Plaintiff contends he and his coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

4. Plaintiff's claims for unpaid minimum and overtime wages stem from allegations that Defendant rounded and retroactively adjusted employees' time records, required Plaintiff and Class Members to perform off-the-clock work, and failed to incorporate all remuneration into employees' regular rate of pay for purposes of paying overtime, meal period premiums, and sick pay. Plaintiff's meal and rest period claims are based on allegations that Defendant adjusted employees' timekeeping records to reflect compliant meal punches, required Plaintiff and Class Members to remain on call and keep their work phones on their person during breaks, and failed to provide and pay all premium wages for non-compliant meal and

1 rest periods. Plaintiff further brings a claim for unreimbursed necessary business expenses based on
2 allegations that employees were required to use cell phones for work purposes without reimbursement from
3 Defendant. Finally, Plaintiff also brings derivative claims for waiting time penalties, wage statement
4 violations, unfair business practices, and civil penalties under PAGA.

5 5. Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff
6 filed a class action on February 26, 2025, which alleges Defendant systematically: (1) failed to pay minimum
7 wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize
8 and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed to timely pay final
9 wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair
10 business practices.

11 6. Pursuant to PAGA, on February 23, 2025, Plaintiff gave written notice to the California Labor
12 and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with certified
13 mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s PAGA
14 Notice is attached hereto as **Exhibit 2**. On April 30, 2025, Plaintiff timely filed a First Amended Class and
15 Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA (the
16 “Operative Complaint”). In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently
17 submitted to the LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned
18 case number. To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene
19 in this Action.

20 7. Defendant ardently opposes the merits of this case and denies Plaintiff’s factual allegations.
21 Defendant asserts it complied with all its compensation obligations, including compensating Class Members
22 for all time worked, and therefore, Plaintiff and other Class Members were paid all wages owed. Defendant
23 disputes Plaintiff’s allegations concerning Defendant’s rounding practices, off-the-clock work, and
24 retroactive adjustments to employees’ time records. Defendant further disputes Plaintiff’s contention that it
25 failed to incorporate all required remuneration into the regular rate of pay for purposes of paying overtime,
26 meal period premiums, or sick pay. Defendant maintains compliance with all its meal and rest period
27 obligations and contends that meal period premiums were paid where required. Defendant asserts it complied
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1 with all its reimbursement obligations and maintains that employees were provided company work phones,
2 including Plaintiff. To the extent employees received wage statements that were allegedly inaccurate,
3 Defendant asserts employees suffered no actual damage or harm as a result. (*See, e.g., Angeles v. U.S.*
4 *Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 [“A plaintiff must
5 adequately plead an injury arising from an employer’s failure to provide full and accurate wage statements,
6 and the omission of the required information alone is not sufficient.”].) With respect to Plaintiff’s claim for
7 waiting time penalties, Defendant alleges its good-faith belief that it paid all wages precludes the imposition
8 of waiting time penalties since Plaintiff cannot prove Defendant’s alleged failure to pay all final wages at the
9 time of separation was “willful.” (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED CV
10 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others, Defendant denies all of
11 Plaintiff’s claims and allegations, and further claims it did not engage in any unfair business practices and
12 denies liability under PAGA. Defendant also maintains the claims are improper for class treatment, in part,
13 due to the individualized and testimony-intensive nature of the wage claims that could bar class certification
14 or significantly reduce Defendant’s overall liability.

15 DISCOVERY AND INVESTIGATION

16 8. The Parties agreed to mediate this action with Tripper Ortman, Esq., an experienced class and
17 PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
18 production of documents and information before mediation. Prior to mediation, Plaintiff obtained from
19 Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the
20 claims asserted in this action. Defendant produced a statistically sound sample of time and pay records for
21 the putative Class, Plaintiff’s personnel file and time and pay records, and Defendant’s written employment
22 policies in effect during the Class Period. Defendant also provided information regarding the estimated
23 number of current and formerly employed Class Members, Aggrieved Employees, and PAGA Pay Periods.

24 9. In preparation for mediation, Class Counsel reviewed and analyzed all the information
25 Defendant provided, including the sample records and documents regarding Defendant’s wage-and-hour
26 policies. Class Counsel retained a statistics expert to analyze the sample records and prepare a damage
27 analysis prior to the mediation. The sample time and pay records analyzed represented about 47% of total
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1 shifts worked in the Class Period, which allowed Plaintiff's expert to prepare an analysis with a reasonable
2 degree of certainty. In conjunction with their extensive factual investigation, Class Counsel also investigated
3 the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Class Counsel
4 was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum
5 and realistic monetary exposure for all claims. Thus, Plaintiff's and his Counsel's familiarity with the facts
6 of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the
7 Settlement.

8 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

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

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

20 KEY TERMS OF SETTLEMENT

21 12. GSA and Funding: The Gross Settlement Amount ("GSA") is \$1,190,000.00 and is non-
22 reversionary. (Settlement, ¶¶ 1.21, 3.1.) Defendant will separately pay its employer-side payroll taxes owed
23 on the Wage Portion of Individual Class Payments. (*Id.*) Defendant will fully fund the GSA, together with
24 all employer-side payroll taxes owed on the Wage Portion of Individual Class Payments, by transmitting the
25 funds into a Qualified Settlement Fund ("QSF") established and maintained by the Administrator within
26 thirty (30) calendar days of the Final Approval Order. (*Id.* at ¶ 4.3.)

1 13. Escalator Clause: The Settlement provides an escalator clause under which, should the number
2 of actual Class Period Workweeks equal or exceed 158,400 (more than 10% of the original estimate of
3 144,000 Workweeks), the Gross Settlement Amount shall be increased by the percentage that actual
4 Workweeks exceed 158,400. (*Id.* at ¶ 8.) However, should the actual number of Workweeks exceed 158,400
5 and Plaintiff elect to enforce the Escalator Clause, Defendant shall have the option, in its sole discretion, to
6 limit the Class Period to the date on which 158,400 Workweeks is reached, in lieu of increasing the Gross
7 Settlement Amount. (*Id.*) If Defendant exercises this option, Defendant will inform Plaintiff and Class
8 Counsel of the Class Period cutoff date before the preliminary approval hearing. (*Id.*)

9 14. Class Representative Enhancement Award: The Settlement includes a payment up to \$7,500.00
10 payable from the GSA, subject to the Court's approval, to Plaintiff as the Class Representative, in addition
11 to the Individual Class and PAGA Payments he is eligible to receive. (*Id.* at ¶¶ 1.14, 3.2.1.) This award is for
12 his initiation of the Action, services in support thereof, risks inherent in serving as the named Plaintiff, and
13 General Release. (*Id.* at ¶ 1.14.) In the event the award finally approved is less, the difference will be allocated
14 to the Net Settlement Amount. (*Id.* at ¶ 3.2.1.)

15 15. Class Counsel Fees and Litigation Costs Payments: The Settlement permits a fee application of
16 not more than one-third of the GSA (currently estimated to be \$396,666.67) for reasonable attorneys' fees,
17 plus reimbursement for actual litigation costs not to exceed \$30,000.00, payable to Class Counsel from the
18 GSA. (*Id.* at ¶ 3.2.2.) In the event the amounts finally approved are less, the difference will be allocated to
19 the Net Settlement Amount. (*Id.*) To date, my firm has incurred \$25,383.09 in actual litigation costs, and a
20 true and correct copy of a report showing current costs is attached hereto as **Exhibit 4**.

21 16. Administration Costs Payment: The Settlement provides an Administration Expenses Payment
22 to the Administrator, payable from the GSA, in the amount of \$17,000.00, not to exceed the amount specified
23 in the Administrator's bid submitted in connection with seeking preliminary approval, except for a showing
24 of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) In the event the amount of actual administration
25 costs is less and/or the amount approved by the Court is less than requested, the difference will be allocated
26 to the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action Administration
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Solutions (“Phoenix”) as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.2, 7.1.) A true and correct copy of Phoenix’s bid of \$17,000.00 is attached hereto as **Exhibit 5**.

17. Aggrieved Employees; PAGA Period: Aggrieved Employees is defined as all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant in California from February 23, 2024, through February 27, 2026 (“PAGA Period”). (*Id.* at ¶¶ 1.4, 1.31.)

18. PAGA Penalties; Individual PAGA Payments: The Settlement allocates \$50,000.00 from the GSA for settlement of the Released PAGA Claims, which will be distributed 65% (\$32,500.00) to the LWDA and 35% (\$17,500.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiff’s claims. (*Id.* at ¶¶ 1.34, 3.2.5.) 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 ¶ 3.2.5.a.) This results in an average Individual PAGA Payment of roughly **\$15.35** for each of the estimated 1,140 Aggrieved Employees (\$17,500.00 / 1,140), and a PAGA Pay Period value of roughly **\$1.13** for each of the 15,461 estimated PAGA Pay Periods in the PAGA Period (\$17,500.00 / 15,461).

19. Net Settlement Amount: After deducting the Class Representative Enhancement Award, the Class Counsel Fees and Litigation Costs Payments, the PAGA Penalties allocation, and the Administration Expenses Payment from the GSA, in the amounts specifically approved by the Court, any difference in the amounts requested and the amounts awarded will be allocated to the Net Settlement Amount for distribution to Participating Class Members. (*Id.* at ¶¶ 1.27, 3.2.) Accordingly, the Net Settlement Amount will be no less than **\$688,833.33** for an estimated Class of **1,600 individuals**.¹

20. Class Members/Period: The Settlement Class is defined as all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant in California from February 26, 2021, through February 27, 2026 (“Class Period”). (*Id.* at ¶¶ 1.5, 1.12.)

21. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks worked

¹ The Net Settlement Amount was calculated by deducting the following from the \$1,190,000.00 GSA: \$7,500.00 for the Class Representative Enhancement Award, \$17,000.00 for the Administration Expenses Payment, \$50,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$396,666.67 for the Class Counsel Fees Payment, and up to \$30,000.00 for the Class Counsel Litigation Costs Payment. (Settlement, ¶¶ 1.27, 3.2.)

1 during the Class Period. (*Id.* at ¶ 3.2.4.) The estimated **\$688,833.33** Net Settlement Amount results in an
2 average Individual Class Payment of roughly **\$430.52** for each of the estimated 1,600 Class Members
3 ($\$688,833.33 / 1,600$),² and a Workweek value of roughly **\$4.78** for each of the 144,000 estimated
4 Workweeks in the Class Period ($\$688,833.33 / 144,000$).

5 22. Tax Allocations: Individual Class Payments will be allocated as 20% as wages and 80% as
6 penalties and interest for tax purposes. (*Id.* at ¶ 3.2.4.a.) Individual PAGA Payments will be allocated as
7 100% penalties for tax purposes. (*Id.* at ¶ 3.2.5.a.)

8 23. Disbursement and Uncashed Funds: Disbursement will occur within fourteen (14) calendar days
9 after Defendant fully funds the amounts owed under the Settlement. (*Id.* at ¶ 4.4.) Participating Class
10 Members will receive Individual Class Payments without submitting a claim form. The face of each
11 settlement check will state a void date not less than 180 days after the date of mailing. (*Id.* at ¶ 4.4.1.) For
12 any Class Member whose Individual Class Payment and/or Individual PAGA Payment remains uncashed
13 after the Void Date, the Administrator shall cancel the check and transmit the funds represented by such
14 check to the California Farmworker Foundation, thereby leaving no “unpaid residue” subject to the
15 requirements of California Code of Civil Procedure section 384(b). (*Id.* at ¶ 4.4.3.)

16 24. Released Class Claims: All Participating Class Members, on behalf of themselves and their
17 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
18 assigns, release the Released Parties from all claims that were alleged in Plaintiff’s Operative Complaint or
19 that reasonably could have been alleged based solely on the facts asserted therein, including but not limited
20 to (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal
21 periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay final wages at termination;
22 (6) failure to provide accurate itemized wage statements; (7) failure to indemnify necessary business
23 expenses; and (8) unfair business practices arising out of or related to the Operative Complaint filed in the
24 Action during the Class Period (collectively, “Released Class Claims”). The Released Class Claims exclude
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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, ¶¶ 4.2, 7.4.1.) The high and low range of payments will be provided to the Court in a motion
for final approval.

1 any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or
2 workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law
3 or public policy, and any claims arising outside the Class Period. (*Id.* at ¶ 5.2.)

4 25. Released PAGA Claims: Plaintiff and the LWDA are deemed to release, on behalf of
5 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,
6 successors, and assigns, the Released Parties from all claims for PAGA penalties which were alleged, or
7 reasonably could have been alleged, in Plaintiff's PAGA Notice to the LWDA and in Plaintiff's Operative
8 Complaint, including claims under Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 227.3, 510,
9 512, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802 (collectively, "Released PAGA Claims").
10 The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA
11 Period. (*Id.* at ¶ 5.3.)

12 26. Plaintiff's General Release and Section 1542 Release: Plaintiff will release any and all claims
13 that Plaintiff has or may have against the Released Parties related to or arising from Plaintiff's employment
14 with Defendant ("Plaintiff's General Release"). Plaintiff acknowledges that Plaintiff may discover facts
15 and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to
16 be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects,
17 notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of
18 them. Notwithstanding the foregoing, Plaintiff's General Release excludes any claims or actions to enforce
19 the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security
20 benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a
21 matter of law or public policy, any claims arising after the date Plaintiff signs this Agreement, and any and
22 all claims asserted by Plaintiff in the Individual FEHA Action (Napa County Superior Court Case No.
23 25CV001539). (*Id.* at ¶ 5.1.) For purposes of Plaintiff's General Release, Plaintiff expressly waives and
24 relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads:
25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING
26 PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
27 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
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1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
2 PARTY. (*Id.* at ¶ 5.1.1.)

3 27. Effective date of claims releases: The released claims described in Paragraphs 5.1 through 5.3
4 of the Settlement shall become effective upon entry of the Court’s Final Approval Order and Defendant’s
5 full funding of the Gross Settlement Amount and its employer-share of payroll taxes. (*Id.* at ¶ 5.4.)

6 28. Released Parties: Defendant, together with its past, present, and future subsidiaries, parents,
7 affiliated and related entities, corporations and companies, divisions, successors, predecessors, or assigns;
8 and its past, present, and future officers, directors, shareholders, members, partners, agents, insurers,
9 employees, advisors, attorneys, accountants, representatives, trustees, heirs, executors, administrators,
10 predecessors, successors or assigns. (*Id.* at ¶ 1.40.)

11 29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed
12 via first-class U.S. mail to each Class Member, with an accurate Spanish translation thereof. (*Id.* at ¶ 7.4.2.)
13 The proposed Class Notice sets forth, in plain terms, a statement of the case, the terms of the Settlement, the
14 estimated Individual Class and PAGA Payments, the number of Workweeks and PAGA Pay Periods used to
15 calculate those payments, the amounts of attorneys’ fees, litigation costs, PAGA Penalties, and Class
16 Representative Enhancement Award being sought, the Final Approval Hearing information, and the
17 procedures by which Class Members may dispute their Workweeks and/or PAGA Pay Periods, request
18 exclusion, or object to the Settlement. (*Id.* at ¶¶ 7.4–7.8, Ex. A.) Class Members will have sixty (60) calendar
19 days after the Administrator mails the Class Notice to submit Requests for Exclusion, written Objections, or
20 disputes regarding the calculation of Workweeks and/or PAGA Pay Periods. (*Id.* at ¶ 1.42.)

21 30. No Related Actions: To the best of my knowledge, there is no other pending litigation involving
22 claims that will be extinguished or affected by approval of the Settlement at issue, nor have the Parties or
23 their counsel identified any such pending matter or action. (*Id.* at ¶ 2.9)

24 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

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

32. Based on Class Counsel’s review of the time, payroll, and additional data provided by Defendant, on Plaintiff’s expert’s analysis of the sample records provided by Defendant, and on information from Plaintiff, Class Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on a review of Defendant’s records, it is estimated that there are approximately 144,000 Workweeks during the Class Period. (Settlement, ¶¶ 4.1, 8.) It is further estimated that there are 1,600 Class Members. There are also an estimated 1,140 Aggrieved Employees who collectively worked 15,461 PAGA Pay Periods during the PAGA Period. Additionally, there are an estimated 630 former employees falling within the three-year statute of limitations (“SOL”) period for waiting time penalties, that Class Members’ average hourly rate was \$23.48, and that the average regular hourly rate was \$23.48.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	144,000 Workweeks	\$23.48 average regular rate	Based on Expert Analysis of Records	\$1,037.25**
Unpaid Wages (Rounding)	144,000 Workweeks	\$23.48 average hourly rate	7,946 net unpaid hours due to rounding (assuming average 7.2 minutes per rounded shift)	\$93,286.04*
Unpaid Wages (Off the Clock)	144,000 Workweeks	\$23.48 average hourly rate	72,000 net unpaid hours (assuming 30 minutes per workweek) (92.8% overtime)	\$247,497.98***

Meal Period Violations	144,000 Workweeks	\$23.48 average hourly rate	73,495 unique meal break violations	\$431,415.65**
Rest Period Violations	144,000 Workweeks	\$23.48 average hourly rate	154,287 rest break violations (assuming 50% break violations for shifts of at least 3.5 hours)	\$362,265.88****
Unreimbursed Business Expenses Violations	144,000 Workweeks	\$30.00 per month	Assumes \$30.00 per month	\$108,000.00***
Labor Code § 203	Based on approx. 630 terminated employees within the 3-year SOL	\$23.48 average hourly rate / 30-day max.	Assumes 8.6 hours / day	\$196,635.50****
Labor Code § 226	Based on approx. 1,139 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 15,398 pay periods within the 1-year SOL	\$74,142.50****
PAGA	Based on 15,461 pay periods during the PAGA Period	\$100.00 per pay period	Based on 15,461 pay periods during the PAGA Period	\$77,305.00****
Total				\$1,591,585.80
* These figures are discounted based on a 50% probability of prevailing at class certification and on the merits. ** 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, the likelihood that Defendant could assert viable legal defenses would likely further reduce its overall exposure.

1 33. Plaintiff's unpaid wages claim is also based on allegations that Defendant failed to incorporate
2 all remuneration, including non-discretionary bonuses, into Class Members' regular rate of pay for purposes
3 of paying overtime, meal premium and sick pay. Specifically, Plaintiff's expert reviewed the records
4 Defendant produced and identified underpayments resulting from Defendant's alleged failure to properly
5 calculate the regular rate of pay, resulting in a maximum exposure of \$4,149.00. However, Defendant
6 disputes Plaintiff's regular rate allegations and maintains that it complied with its compensation obligations.
7 Due to the limitations in the timekeeping and payroll data available for analysis and the resulting risks with
8 certifying this claim and proof on the merits, I applied a 75% discount to the maximum exposure figure;
9 accordingly, I arrived **at a realistic damage estimate of \$1,037.25 for the regular rate claim.**

10 34. Plaintiff's unpaid wage claim is due, in part, to allegations that Defendant rounded employees'
11 time entries to their detriment. Defendant's timekeeping system was able to capture the time employees
12 clocked in and out to the exact minute. However, Plaintiff alleges that Defendant rounded employees' time
13 entries and retroactively adjusted their timekeeping records, resulting in fewer compensable hours.
14 Defendant also did not confirm the accuracy of the adjusted time entries with Plaintiff and putative Class
15 Members. Based on the records and on information from Plaintiff, Plaintiff's expert determined, for purposes
16 of mediation, that the putative Class was underpaid a net average of approximately 7.2 minutes per rounded
17 shift and thereby arrived at 7,946 cumulative hours of uncompensated time and a total maximum potential
18 exposure of \$186,572.08 (7,946 hours x \$23.48 average hourly rate). Defendant argues that its rounding
19 practice was neutral on its face as it resulted in overpayment to certain putative Class Members. Although I
20 believe there is merit to Plaintiff's rounding claim, I acknowledge the foregoing presents significant risk with
21 certifying this claim and proof on the merits. Therefore, I applied a 50% discount to the maximum exposure
22 figure; accordingly, I arrived **at a realistic damage estimate of \$93,286.04 for the rounding claim.**

23 35. Plaintiff's unpaid wages claim is also based on allegations that Defendant failed to pay all
24 minimum and overtime wages due to off-the-clock work, including work-related communications outside of
25 scheduled work hours. Plaintiff alleges that he and Class Members were required to perform work outside
26 their recorded time, including responding to work-related communications. Therefore, Class Counsel
27 estimated, for purposes of mediation, that Class Members spent an average of 30 minutes per Workweek
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1 performing off-the-clock work. Accordingly, Class Counsel and data expert estimated Defendant failed to
2 pay Class Members for approximately 72,000 hours, 92.8% of which should have been paid at the overtime
3 rate. From this, and in light of the average hourly rate of \$23.48, Defendant's estimated maximum potential
4 liability is \$2,474,979.84. Defendant contends that all time worked was compensated, that any
5 uncompensated time was de minimis, and that Class Members were not permitted to work off-the-clock. I
6 acknowledge that "off-the-clock" claims are difficult to be tried on a class wide basis because there are
7 limited records that can be used to establish the amount of off-the-clock work allegedly performed by each
8 Class Member. In light of these defenses, and for purposes of settlement, I discounted the maximum potential
9 liability by 90%. **Plaintiff's realistic recovery estimate for the unpaid wages claim due to off-the-clock**
10 **work is therefore \$247,497.98.**

11 36. Plaintiff's meal period claim is based on allegations that Defendant did not provide or maintain
12 sufficient meal period practices, such that Class Members were not always permitted or able to take
13 compliant meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods
14 without proper compensation in lieu thereof. Plaintiff further alleges that Defendant adjusted employees'
15 timekeeping records to reflect compliant meal punches and required employees to remain available for work-
16 related communications during their meal periods. The time and corresponding payroll records for the
17 putative Class indicated approximately 73,495 unique meal period violations throughout the Class Period,
18 for a 24.1% violation rate. Class Counsel and its data expert then calculated that, in light of these violations
19 and the average hourly rate of \$23.48, Defendant had a potential liability of \$1,725,662.60. Defendant
20 nonetheless contends that it complied with its meal period obligations and paid meal period premiums where
21 required. Moreover, certification and proof of this claim potentially would require individualized evidence
22 regarding whether particular meal periods were actually non-compliant and the circumstances surrounding
23 each alleged violation. In light of these defenses, and for purposes of settlement, Class Counsel believe it
24 reasonable to apply a 75% discount to the potential liability. **Plaintiff's realistic recovery estimate for the**
25 **meal period claim is therefore \$431,415.65.**

26 37. The rest break claim is based on the allegation that Defendant did not provide or maintain
27 sufficient rest break practices, such that Class Members were regularly required to work in excess of four
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1 consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute,
2 continuous and uninterrupted rest period or without compensation in lieu thereof. Plaintiff further alleges
3 that Class Members were required to keep their work phones on their person and remain available for work-
4 related communications during their rest periods. The precise number of rest break violations could not be
5 calculated since Defendant did not record when Class Members took their rest breaks. Therefore, in
6 preparation for mediation, Class Counsel assumed a 50% violation rate for shifts of at least 3.5 hours in
7 length and, based on the average hourly rate of \$23.48, calculated Defendant's potential liability to be
8 \$3,622,658.76 based on approximately 154,287 unique rest break violations. Defendant nonetheless
9 contends that it complied with its rest period obligations and, significant for purposes of class certification,
10 disputes that rest break violations can be established on a class-wide basis. I further acknowledge that the
11 maximum exposure calculation assumes a violation for every qualifying shift and therefore represents an
12 aggressive measure of potential exposure. In light of these defenses, and for purposes of settlement, I
13 discounted Defendant's potential liability by 90%. **Plaintiff's realistic recovery estimate for the rest break**
14 **claim is therefore \$362,265.88.**

15 38. The unreimbursed business expenses claim is based on the allegation that Defendant did not
16 reimburse Class Members for all expenses incurred in direct consequence of the discharge of their duties,
17 including for the use of their personal cell phones for work purposes. The precise value of all necessary
18 business expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation,
19 Class Counsel estimated Defendant owed approximately \$30.00 a month to Class Members during the
20 statutory period and that Defendant's potential liability is \$1,080,000.00. Defendant contends it complied
21 with all its reimbursement obligations and that employees were issued company work phones, including
22 Plaintiff after the first two weeks of his employment. Defendant further disputes that unreimbursed expenses
23 were incurred on a class-wide basis. In light of these defenses, and for purposes of settlement, I discounted
24 Defendant's potential liability by 90%. **Plaintiff's realistic recovery estimate for the unreimbursed**
25 **expenses claim is therefore \$108,000.00.**

26 39. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates
27 Defendant's maximum potential recovery, prior to risk-adjustment, is \$6,961,660.00, which breaks down as
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1 follows: **\$3,932,710.00** for waiting time penalties for approximately 630 terminated Class Members within
2 the 3-year SOL; **\$1,482,850.00** for inaccurate wage statements based on approximately 1,139 Class Members
3 within the 1-year SOL and 15,398 pay periods; and **\$1,546,100.00** for PAGA penalties based on 15,461
4 PAGA Pay Periods and assessing a \$100.00 penalty for each pay period containing a violation. However, I
5 believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary
6 nature of awarding penalties and given Defendant's defenses, including without limitation, that Defendant
7 maintains it complied with its underlying wage-and-hour obligations and denies liability for the derivative
8 statutory and civil penalties. Moreover, I understand the individualized and testimony-intensive nature of
9 certain wage claims could bar class certification or otherwise significantly reduce Defendant's overall
10 liability for statutory and civil penalties. Furthermore, considering the underlying wage claims are
11 realistically estimated to be \$1,243,502.80, awarding the full amount of the foregoing penalties would
12 substantially increase Defendant's potential exposure relative to the risk-adjusted value of the underlying
13 claims which could raise Due Process concerns. Weighing these factors, I applied a 95% discount to each
14 penalty (resulting in **\$196,635.50** for waiting time penalties, **\$74,142.50** for inaccurate wage statement
15 penalties, and **\$77,305.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate of**
16 **\$348,083.00 for statutory and civil penalties.**

17 40. Using these estimated figures, Plaintiff predicted the **realistic (risk-adjusted) recovery for all**
18 **claims, including penalties, is \$1,591,585.80.** This means the **\$1,190,000.00 gross settlement figure**
19 **represents approximately 75% of the total realistic recovery.** This is an excellent result for the Class,
20 particularly because, under the Settlement, Class Members will receive timely and guaranteed relief,
21 avoiding the risk of not being able to recover anything.

22 41. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies
23 PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved
24 Employees with genuine and meaningful relief, on the other. As a result of this litigation, Defendant has had
25 to hire legal counsel, engage in informal class-wide discovery, and participate in mediation. Defendant will
26 also have to pay civil penalties to the LWDA under the Settlement, assuming final settlement approval is
27 granted. (Settlement, ¶ 3.2.5.) Not including its own attorneys' fees and costs as well as the employer's share
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1 of payroll taxes, Defendant will pay \$1,190,000.00 to resolve this matter—of which \$50,000.00 is allocated
2 toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699, as 65%
3 (\$32,500.00) to the LWDA and 35% (\$17,500.00) to Aggrieved Employees—and the Released PAGA
4 Claims are limited to claims for PAGA penalties that were alleged, or reasonably could have been alleged,
5 in Plaintiff’s PAGA Notice to the LWDA and in Plaintiff’s Operative Complaint during the PAGA Period.
6 (*Id.* at ¶ 5.3.) Moreover, Class Counsel are of the opinion that because the issues here are fairly contested,
7 there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits
8 due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go
9 to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

10 42. Further, Class Counsel took into account the risk of not being able to proceed on a
11 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
12 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and
13 in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff would
14 be successful at trial, assuming he is first able to certify the claims and defeat the manageability issues
15 presented at litigation, Plaintiff could be awarded substantially less than what was obtained through the
16 Settlement. In sum, the \$50,000.00 PAGA Penalties allocation under the Settlement constitutes genuine and
17 meaningful relief.

18 43. Here, the Settlement represents a substantial recovery when considered against the risk and
19 uncertainties involved in continued litigation, the burdens of proof necessary to certify the claims and
20 establish liability, and the probability of appeal. While Plaintiff is confident in the merits of his claims, a
21 legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving the amount
22 owed to each Class Member would be an expensive, time-consuming, and uncertain proposition.

23 44. The Settlement obviates the significant risk that this Court may deny certification of all or some
24 of Plaintiff’s claims. Class Counsel took into account the risk of not prevailing at trial due to low or no
25 participation by Class Members. Indeed, the individualized and testimony-intensive nature of certain claims
26 could bar class certification or otherwise significantly reduce any recovery whatsoever. For example, the rest
27 period and unreimbursed expense claims are testimony-driven claims. The rest period exposure analysis
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1 assumes a 50% violation rate for qualifying shifts, while the unreimbursed expense analysis assumes that all
2 Class Members incurred approximately \$30.00 per month in unreimbursed business expenses throughout the
3 applicable period. These assumptions would not likely be demonstrated at trial without substantial
4 participation from Class Members or, alternatively, the use of surveys or statistical evidence as a surrogate.
5 Even assuming employees would be willing to participate, obtaining declarations would potentially reveal
6 that each individual employee had a different experience with respect to rest periods and the nature and
7 amount of any work-related expenses incurred.

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

17 46. The proposed \$1,190,000.00 Settlement represents a substantial recovery when compared to the
18 reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties
19 involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of
20 appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and that preliminary
21 settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133;
22 *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar*
23 does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed
24 on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic
25 range of outcomes of the litigation"].)

26 THE ENHANCEMENT AWARD TO PLAINTIFF IS REASONABLE

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

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

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

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

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1 difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA,
2 Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective
3 January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-
4 Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on
5 my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is \$1,044.78
6 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (*See* Ex. 6.) Accordingly, my current billing rate
7 of \$950.00 per hour is reasonable.

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

56. 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.

57. 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.

58. 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.

59. 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*

1 *Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on
2 all causes of action following contested briefing in a wage-and-hour class action.

3 (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
4 *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was granted in part.

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

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

10 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade*
11 *v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP (RAOx)) 2020 WL
12 1934954, where defendant removed a wage-and-hour class alleging that Plaintiffs' claims
13 were pre-empted by the Labor Management Relations Act.

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

18 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v.*
19 *Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-MRWx)
20 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a
21 "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the
22 individual defendant, who was alleged to have harassed the Plaintiffs under FEHA, was a
23 proper defendant.

24 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for
25 \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has
26 resolved or assisted in the resolution of approximately 100 cases which has resulted in millions
27 of dollars of unpaid wages being returned to low-wage employees.
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(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.

60. 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 I Credit Union* (No. 34-2018-00228252) (\$1,250,000).

S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS

61. 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

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

4 62. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and
5 employment law. Mr. Song has worked on numerous class action cases and representative actions
6 that have been granted final approval, including *Paez et al. v. C&R Restaurant Group, LP*, Kern
7 County Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health,*
8 *Inc.*, San Luis Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community*
9 *Playgrounds, Inc.*, Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States*
10 *Petroleum, Inc.*, Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v.*
11 *Wilmar Oils & Fats (Stockton), LLC*, San Joaquin County Superior Court, Case No. STK-CV-
12 UOE-2018-0012758; *Garcia v. Continental Intermodal Group LP dba CIG Logistics*, Kern County
13 Superior Court, Case No. BCV-19-102776; *Tourchette adv. Finelite, Inc.*, Alameda County
14 Superior Court, Case No. RG19022885; *Touch v. Presidio Components, Inc.*, Kern County Superior
15 Court, Case No. BCV-20-101005; *Johnston v. Environmental Logistics, Inc.*, Kern County Superior
16 Court, Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste Minimization, Inc.*, Kern
17 County Superior Court, Case No. BCV-19-102248-SDS; *Priess v. Fiore Management LLC dba*
18 *Canndescent*, Kern County Superior Court, Case No. BCV-20-100930; *Alcantar v. Bay Equity LLC,*
19 *Marin County Superior Court*, Case No. CIV1903376; *Spier v. Gibbs International, Inc.*, Kern
20 County Superior Court, Case No. BCV-19-101774-DRL; *Borghi v. Goldco Direct LLC dba Goldco*
21 *Precious Metals*, Ventura County Superior Court, Case No. 56-2019-00533053-CU-OE-VTA;
22 *Williams v. Aetna, Inc., et al.*, Alameda County Superior Court, Case No. RG19004083; *Singh v.*
23 *Ryzen*, Alameda County Superior Court, Case No. RG19039158; *Hoshaw v. Sutherland*
24 *Healthcare*, Los Angeles County Superior Court, Case No. 19STCV33165; *Hart v. Zazzle, Inc.*,
25 San Mateo County Superior, Court Case No. 20-CIV-01321; *Stacy v. Branded Group, Inc.* Kern
26 County Superior Court, Case No. BCV-21- 100443-BCB; *Angeles v. iKrusher, Inc.*, Los Angeles
27 County Superior Court, Case No. MSC20-01312, *Zuniga v. Central Valley Concrete, Inc.*, Merced
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1 County Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power Services Corp.*, Merced
2 County Superior Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A Distributors*, San
3 Bernardino County Superior Court, Case No. CIVDS1938970; *Bandril v. Plastikon Industries*,
4 Alameda County Superior Court, Case No. RG19038227; *Williams v. National Construction*
5 *Rentals, Inc.*, Alameda County Superior Court, Case No. RG20075904; *Pho v. Kruger Foods, Inc.*,
6 San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0002099; *Collins v. Mobile*
7 *Medical Examination Services, LLC dba MEDXM*, Orange County Superior Court, Case No. 30-
8 2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC, et al.*, San Bernardino County
9 Superior Court, Case No. CIVDS1915438 (Consolidated with Case No. CIVDS2023661); *Weber*
10 *v. Sunrise Medical (US) LLC*, Merced County Superior Court, Case No. 20CV-01461 (Consolidated
11 with Case No. 20CV-01707); *Flores v. Rivermaid Trading Company*, San Joaquin County Superior
12 Court, Case No. STK-CV-UOE-2020-0008623; *Guzman v. Bentley Mills, Inc.*, Los Angeles County
13 Superior Court, Case No. 20PSCV00789; and *Ferrara v. South Coast Winery, Inc.*, Riverside
14 County Superior Court, Case No. CVRI2101920 (Consolidated with Case Nos. CVRI2102449 and
15 MCC2001498).

16 63. Mr. Song is currently handling multiple class action and PAGA matters. Mr. Song's
17 current billing rate is \$775.00 per hour, which is his usual hourly rate in wage and hour litigations.
18 Based on Mr. Song's 13 years of experience, his Laffey Matrix rate with a 2.53% adjustment is
19 \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (See Ex. 6.) As compared to
20 the Laffey Matrix rate and when considering his experience, Mr. Song's billing rate of \$775.00 per
21 hour is reasonable.

22 MICAELA L. DE GUZMAN EXPERIENCE AND QUALIFICATIONS

23 64. Micaela L. De Guzman is an associate attorney at Moon Law Group, PC and represents
24 employees in all aspects of employment litigation, including wage-and-hour class actions and
25 PAGA representative actions involving claims related to overtime and minimum wages, meal and
26 rest break violations, improper wage statements, and unfair business practices.

27 65. Ms. De Guzman earned her Juris Doctor from Ateneo de Manila University School of Law and
28

1 her Master of Laws (LL.M.) in Privacy Law, Cybersecurity, and Artificial Intelligence from the University
2 of Southern California Gould School of Law. She is a Certified Information Privacy Manager (CIPM) and a
3 Certified Information Privacy Professional/Europe (CIPP/E). She became an Active Member of the State
4 Bar of California in November 2025 and has been an Active Member in good standing continuously since.
5 She is also licensed to practice law in the Philippines.

6 66. Before joining Moon Law Group, Ms. De Guzman served as Legal Counsel at SAP in Australia
7 and New Zealand, supporting commercial transactions. She also served as Legal and Data Privacy Officer
8 at Brankas, a fintech company in Southeast Asia, where she led legal strategies on open finance and cross-
9 border compliance. Earlier in her career, she practiced litigation and corporate law in the Philippines,
10 representing clients in civil, labor, and construction disputes. She has also volunteered with various human
11 rights initiatives. Ms. De Guzman is fluent in English and Filipino.

12 67. Ms. De Guzman's billing rate is \$450.00 per hour. Based on Ms. De Guzman's less than one
13 year of experience, her Laffey Matrix rate with a 2.5% adjustment is \$520.70 per hour (\$508 Laffey Matrix
14 rate + (2.5% x \$508)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering her
15 experience, an hourly rate of \$450.00 is reasonable.

16 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

15 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

16 72. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-
17 third of the Gross Settlement Amount (i.e., \$396,666.67, subject to potential increase under the escalator
18 clause), and litigation costs up to \$30,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees
19 can be justified under either the lodestar method or the percentage/common-fund recovery method. However,
20 we base the proposed fees award on the percentage method, as many of the entries in the time records will
21 have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

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

19 77. As of the drafting of this motion, my office has incurred \$25,383.09 in expenses litigating this
20 action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably
21 necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs
22 are below the maximum amount allowed under the Settlement, the difference will revert to Participating
23 Class Members. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

27 (a) Numerous interviews with Plaintiff and review of documents provided by him;
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- (b) Legal research and investigation regarding Defendant's business and employment practices at numerous points in the litigation;
- (c) Preparation and submission of Plaintiff's PAGA notice;
- (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint and subsequent first amended complaint;
- (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel regarding mediation and to obtain relevant documents and information through informal discovery;
- (f) Research and preparation of Plaintiff's mediation brief;
- (g) Analysis of the discovery production and preparation of a damages model with the aid of a statistics expert;
- (h) Attendance and active participation at a full day of mediation;
- (i) 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 Plaintiff regarding the case.

79. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* \$1,190,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am

1 informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order
2 violations alleged in the Operative Complaint would have gone completely unremedied.

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4 I declare under penalty of perjury under the laws of the State of California and the United States that
5 the foregoing is true and correct. Executed on August 27, 2026, at Los Angeles, California.

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7 _____
Kane Moon
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