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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RUBY GARCIA-MEJIA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

EAST VALLEY COMMUNITY HEALTH
CENTER, INC.; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 25STCV04817

CLASS AND REPRESENTATIVE ACTION

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

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

PRELIMINARY APPROVAL HEARING:

Date: October 27, 2026

Time: 11:00 a.m.

Dept.: 10

Judge: Hon. William F. Highberger

Action Filed: February 20, 2025

FAC Filed: April 28, 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 Ruby Garcia-Mejia (“Plaintiff”) and the putative Class. I have personal knowledge of the matters set forth herein and if called as a witness, I could and would testify competently to the facts described herein.

CASE BACKGROUND AND PROCEDURAL HISTORY

2. This is a wage-and-hour class 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 East Valley Community Health Center, Inc. (“Defendant”) in the State of California from January 20, 2024, through June 4, 2026,¹ as set forth in the 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 Federally Qualified Health Center that provides medical, dental, vision, and behavioral health services to individuals across the East San Gabriel Valley and Pomona areas. Defendant employed Plaintiff and other non-exempt, hourly-paid employees during the Class Period. Plaintiff contends she and her 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 failed to compensate Plaintiff and others for off-the-clock work and failed to incorporate all remuneration into employees' regular rate of pay for purposes of paying overtime, meal premiums, or sick pay. Plaintiff's meal and rest period claims are based on allegations that Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant altered non-compliant meal period time entries. Plaintiff further brings a claim for unreimbursed necessary business expenses based on

¹ ¶ 1.13 of the Settlement defines the “Class Period” means the period from January 20, 2024, through the earlier of: (a) the date of the Preliminary Approval of the Settlement, or (b) June 4, 2026. Accordingly, the Class Period is until June 4, 2026.

1 allegations that Class Members were required to purchase scrubs and office equipment, use their personal
2 cellphones for work purposes, and use their personal vehicles to travel between Defendant's locations
3 without reimbursement. Finally, Plaintiff also brings derivative claims for waiting time penalties, wage
4 statement 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 20, 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 20, 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 28, 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"). Pursuant to Labor Code section 2699(s)(1), Plaintiff subsequently submitted to the
17 LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned case number. To
18 date, the LWDA has not indicated its intent to investigate the alleged violations or intervene in this Action.

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

12 DISCOVERY AND INVESTIGATION

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

21 9. In preparation for mediation, Class Counsel reviewed and analyzed all the information
22 Defendant provided, including the sample records and documents regarding Defendant’s wage-and-hour
23 policies. Class Counsel retained a statistics expert to analyze the sample records and prepare a damage
24 analysis prior to the mediation. The sample time and pay records analyzed contained 19,206 actual shifts
25 worked (representing roughly 22% of total shifts worked in the Class Period), which allowed Plaintiff’s
26 expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual
27 investigation, Class Counsel also investigated the applicable law regarding the claims and defenses asserted
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1 in the litigation. Accordingly, Class Counsel was able to evaluate the probability of class certification, success
2 on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff's
3 and her Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed
4 them to act intelligently in negotiating the Settlement.

5 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

6 10. On March 5, 2026, the Parties participated in a full day of private mediation with Michael
7 Ludwig, Esq. The negotiations were at arm's length and, although conducted in a professional manner, were
8 adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute,
9 but each side was also prepared to litigate their position through trial and appeal if a settlement had not been
10 reached. After a full discussion regarding the strengths and weaknesses of Plaintiff's claims and Defendant's
11 defenses and with the assistance of the mediator, the Parties reached a resolution, the material terms of which
12 are set out in the Settlement.

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

17 KEY TERMS OF SETTLEMENT

18 12. GSA and Funding: The Gross Settlement Amount ("GSA") is \$475,000.00, subject to potential
19 increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.1.) Defendant will separately
20 pay its employer payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*) No later than
21 thirty (30) calendar days after the Effective Date, Defendant will fund the entire Gross Settlement Amount
22 and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments into a Qualified
23 Settlement Fund established and maintained by the Administrator, provided that the Administrator has
24 provided the total taxes due to Defendant's counsel at least five (5) business days prior to that date. (*Id.* at ¶
25 4.1.) The Administrator shall provide Defendant with both wiring and/or mailing instructions. (*Id.*)

26 13. Escalator Clause: If the actual number of Workweeks during the Class Period exceeds 25,000
27 by more than 10% of the estimated count (i.e., if the actual number of Workweeks is more than 27,500), then
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1 Defendant will have the option of (a) increasing the Gross Settlement Amount by the percentage increase in
2 the number of Workweeks worked by the Class Members above 10% (e.g., if the actual number of
3 Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%); or (b) rolling back the
4 Class and PAGA Periods to the date on which 25,000 Workweeks is met. Defendant will be prepared to
5 inform the Court of its selection at the preliminary approval hearing. (*Id.* at ¶ 7.1) If Defendant exercises
6 option (b), it will also be prepared to inform the Court of the Class Period end date at the preliminary approval
7 hearing. (*Id.*)

8 14. Class Representative Service Award: The Settlement includes a payment of not more than
9 \$7,500.00 payable from the GSA, subject to the Court’s approval, to Plaintiff as the Class Representative, in
10 addition to the Individual Class Payment and Individual PAGA Payment the Class Representative is entitled
11 to receive as a Participating Class Member and Aggrieved Employee. (*Id.* at ¶¶ 1.15, 3.2.1.) This award is
12 for her services in support of the Action and General Release. (*Id.* at ¶ 1.15.) If the Court approves a Class
13 Representative Service Award that is less than the amount requested, the Administrator will retain the
14 remainder in the Net Settlement Amount. (*Id.* at ¶ 3.2.1.)

15 15. Class Counsel Fees and Expenses Payments: The Settlement permits a fee application of not to
16 exceed one-third of the GSA (currently estimated to be \$158,333.33), for reasonable attorneys’ fees, plus
17 reimbursement for actual litigation costs not to exceed \$20,000.00, payable to Class Counsel from the GSA.
18 (*Id.* at ¶ 3.2.2.) If the Court approves Class Counsel Fees and/or Class Counsel Expenses Payments that are
19 less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.
20 (*Id.*) To date, my firm has incurred \$16,176.37 in actual litigation costs, and a true and correct copy of a
21 report showing current costs is attached hereto as **Exhibit 4**.

22 16. Administration Expenses Payment: The Settlement provides an Administration Expenses
23 Payment to the Administrator, payable from the GSA, in an amount not to exceed \$12,000.00, except for a
24 showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) If the Court approves an Administration
25 Expenses Payment that is less than the amount requested, or if the Administration Expenses Payment is less
26 than the amount allocated under this Agreement, the Administrator will allocate the remainder to the Net
27 Settlement Amount. (*Id.*) The Parties jointly selected APEX Class Action Administration (“APEX”) as the
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neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.2, 6.1.) A true and correct copy of APEX’s bid of \$12,000.00 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 in the State of California during the PAGA Period. (*Id.* at ¶ 1.4.) For purposes of Settlement, the “PAGA Period” is January 20, 2024, through June 4, 2026.² (Settlement, ¶ 1.32.)

18. PAGA Penalties; Individual PAGA Payments: The Settlement allocates \$48,000.00 from the GSA for settlement of the PAGA Penalties, which will be distributed 65% (\$31,200.00) to the LWDA and 35% (\$16,800.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiff’s claims. (*Id.* at ¶¶ 1.35, 3.2.4.) Each Aggrieved Employee will be entitled to a pro rata share of the 35% share of the PAGA Penalties directly proportional to their number of PAGA Pay Periods. (*Id.* at ¶¶ 1.25, 3.2.4.a.) This results in an average Individual PAGA Payment of roughly **\$59.79** for each of the estimated 281 Aggrieved Employees (\$16,800.00 / 281), and a PAGA Pay Period value of roughly **\$1.70** for each of the 9,899 estimated Pay Periods in the PAGA Period (\$16,800.00 / 9,899).

19. Net Settlement Amount: “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Award, and Administration Expenses Payment. (*Id.* at ¶ 1.28.) The remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id.*) Accordingly, the Net Settlement Amount will be *no less than* **\$229,166.67** for an estimated Class of **290 individuals**.³

² ¶ 1.32 of the Settlement defines the “Class Period” means the period from January 20, 2024, through the earlier of: (a) the date of the Preliminary Approval of the Settlement, or (b) June 4, 2026. Accordingly, the Class Period ends on June 4, 2026.

³ The Net Settlement Amount was calculated by deducting the following from the \$475,000.00 GSA: \$7,500.00 for the Class Representative Service Award, up to \$12,000.00 for the Administration Expenses Payment, \$48,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$158,333.33 for the Class Counsel Fees Payment, and up to \$20,000.00 for the Class Counsel Expenses Payment. (Settlement, ¶¶ 3.2–3.2.4.)

1 20. Class Members/Period: The Settlement Class is defined as all current and former hourly-paid
2 or non-exempt employees of Defendant in the State of California during the Class Period. (*Id.* at ¶ 1.5.) For
3 purposes of Settlement, the “Class Period” is January 20, 2024, through June 4, 2026. (Settlement, ¶ 1.13.)

4 21. Individual Class Payments: Each Participating Class Member’s pro rata share of the Net
5 Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class
6 Period. (*Id.* at ¶¶ 1.24, 3.2.3.a.) The estimated **\$229,166.67** Net Settlement Amount results in an average
7 Individual Class Payment of roughly **\$790.23** for each of the estimated 290 Class Members (\$229,166.67
8 / 290), and a Workweek value of roughly **\$9.17** for each of the 25,000 estimated Workweeks in the Class
9 Period (\$229,166.67 / 25,000).

10 22. Tax Allocations: Individual Class Payments will be allocated as 30% as wages and 70% as
11 penalties and interest for tax purposes. (*Id.* at ¶ 3.2.3.b.) Individual PAGA Payments will be allocated as
12 100% penalties for tax purposes. (*Id.* at ¶ 3.2.4.b.)

13 23. Disbursement and Uncashed Funds: No later than fourteen (14) calendar days after Defendant
14 funds the entire Gross Settlement Amount, the Administrator will mail checks for the Individual Class
15 Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class
16 Counsel Expenses Payment, Class Representative Service Award, and Administration Expenses Payment.
17 (*Id.* at ¶ 4.2.) Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class
18 Representative Service Award will not precede disbursement of the Individual Class Payments and
19 Individual PAGA Payments. (*Id.*) The Administrator will disburse the entire Gross Settlement Amount
20 without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a
21 condition of payment. (*Id.* at ¶ 3.1.) Any funds remaining uncashed after 180 days from issuance will be
22 transmitted to the California Controller’s Unclaimed Property Fund in the name of each individual who failed
23 to timely cash his or her check. (*Id.* at ¶¶ 4.2.1, 4.2.3.)

24 24. Release by Participating Class Members: Effective on the date Defendant fully funds the entire
25 Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class
26 Payments, all Participating Class Members, on behalf of themselves and their respective former and present
27 representatives, agents, attorneys, heirs, administrators, successors and assigns, fully and finally release and
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1 discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties,
2 guarantees, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that
3 reasonably could have been alleged based on the facts alleged in the First Amended Class and Representative
4 Action Complaint, under federal, state, and/or local law. (*Id.* at ¶ 5.2.) This release includes, without
5 limitation, release of all claims alleged in the First Amended Class and Representative Action Complaint for
6 alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods,
7 failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay
8 all unpaid wages at termination, failure to provide accurate itemized wage statements, and any violations of
9 Business and Professions Code §§ 17200, et seq. (collectively, the "Released Class Claims"). (*Id.*) The
10 Released Class Claims exclude claims not permitted by law and are limited to claims arising during the
11 Class Period. (*Id.* at ¶ 5.2.1.)

12 25. Release by Aggrieved Employees: All Aggrieved Employees, on behalf of themselves and their
13 respective former and present representatives, agents, attorneys, administrators, successors and assigns, and
14 Plaintiff and Plaintiff's former and present representatives, agents, attorneys, including Class Counsel,
15 administrators, successors and assigns generally, and the LWDA, fully and finally release and discharge the
16 Released Parties from any and all claims for civil penalties under PAGA that were alleged or that reasonably
17 could have been alleged based on the facts alleged in the First Amended Class and Representative Action
18 Complaint or PAGA Notice, including, but not limited to, claims under Labor Code sections 201 through
19 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174.5, 1194, 1197, 1197.1, 1198, 2699, and 2802, for
20 failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure
21 to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid
22 wages at termination, and failure to provide accurate itemized wage statements (collectively, the "Released
23 PAGA Claims"). (*Id.* at ¶ 5.3.) The Released PAGA Claims are limited to claims arising during the PAGA
24 Period and release only claims for penalties under PAGA; they do not release any Aggrieved Employees'
25 individual claims for wages or statutory penalties. (*Id.* at ¶ 5.3.1.) In light of the binding nature of a PAGA
26 judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and
27 *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the
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1 definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment will be
2 deemed to have released the Released PAGA Claims, regardless of whether his or her check for the
3 Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class
4 Member. (*Id.*)

5 26. Plaintiff's Release: Plaintiff fully and finally releases and discharges the Released Parties from
6 any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown,
7 suspected or unsuspected ("claim(s)"), which Plaintiff, at any time heretofore, had or claimed to have or
8 which Plaintiff may have or will in the future claim to have, including, without limitation, any and all claims
9 related or in any manner incidental to Plaintiff's employment. (*Id.* at ¶ 5.1) Plaintiff understands she is
10 releasing potentially unknown claims and that Plaintiff may have limited knowledge with respect to some of
11 the claims being released. (*Id.*) Plaintiff acknowledges there is a risk that, after signing this Agreement,
12 Plaintiff may learn information that might have affected Plaintiff's decision to enter into this Agreement.
13 (*Id.*) Plaintiff assumes this risk and all other risks of any mistake in entering into this Agreement. (*Id.*) Plaintiff
14 agrees that this Agreement is fairly and knowingly made. (*Id.*) Plaintiff represents and warrants that Plaintiff
15 has all necessary authority to enter into this Agreement and that Plaintiff has not transferred any interest in
16 any claims to any spouse or to any other third party. (*Id.*) Plaintiff likewise waives all rights and benefits
17 afforded by California Civil Code section 1542. (*Id.*) The Parties understand the word "claim(s)" to include
18 all actions, complaints, claims, and grievances, whether actual or potential, known or unknown, and
19 specifically but not exclusively, all claims arising out of Plaintiff's employment with Defendant, including,
20 but not limited to, any and all claims under the California Fair Employment and Housing Act, the Age
21 Discrimination in Employment Act, Title VII or any other statute, rule or regulation relating to Plaintiff's
22 employment with Defendant and under which Plaintiff has made a claim or could make a claim against
23 Defendant (collectively, "Plaintiff's Released Claims"). (*Id.* at ¶ 5.1.1.) Plaintiff's Released Claims will not
24 waive: (i) claims for unemployment or workers' compensation benefits; (ii) any vested rights Plaintiff has
25 under ERISA-covered benefit plans as applicable on the date Plaintiff signs this Agreement, and/or claims
26 concerning such rights; (iii) claims that may arise after Plaintiff signs this Agreement; or (iv) claims which
27 cannot be released by private agreement. (*Id.*)

1 27. Effective date of claims releases: The release of all claims will be effective on the date
2 Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage
3 Portions of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees
4 will release claims against all Released Parties. (*Id.* at ¶ 5.)

5 28. Released Parties: Defendant, and any of its past, present and/or future directors, officers,
6 partners, principals, Board members, trustees, shareholders, owners, members, managers, employees,
7 administrators, agents, attorneys, accountants, insurers, predecessors, successors, assigns, DBAs, parents,
8 subsidiaries. (*Id.* at ¶ 1.41.)

9 29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed
10 via first-class U.S. mail in English and Spanish to the current address of each Class Member. (*Id.* at ¶¶ 1.12,
11 6.4.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement,
12 the approximate amounts of attorneys' fees, costs, PAGA Penalties, and service award being sought, an
13 explanation of how the individual payments are calculated, the Final Approval Hearing information, the
14 procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members,
15 and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at ¶¶
16 6.4–6.6, Ex. A.)

17 30. No Related Actions: On March 25, 2026, Defendant filed a Notice of Related Case identifying
18 Carla Martinez v. East Valley Community Health Center, Inc., et al., Los Angeles County Superior Court
19 Case No. 25STCV35530. (*Id.* at ¶ 2.4.) The Court deemed the matters related within the meaning of
20 California Rules of Court, rule 3.300(a), and Case No. 25STCV04817 was deemed the lead case. (*Id.*) To
21 the best of my knowledge, other than the *Martinez* Action, there is no other pending litigation involving
22 similar claims against Defendant that may be impacted by approval of the Settlement at issue, nor has
23 Defendant pointed to any. I have come to this conclusion after a reasonable inquiry and review of the
24 LWDA's PAGA Case Search website, this Court's case search website, and other information
25 reasonably available online.

26 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

27 31. Class Counsel have conducted a thorough investigation into the facts of this case. As previously
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noted, the Settlement at issue was reached through arm's-length negotiations, private mediation, and the assistance of a statistics expert. Based on Defendant's informal class-wide discovery production, on Class Counsel's 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 290 Class Members who collectively worked an estimated 25,000 Workweeks during the Class Period, and 281 Aggrieved Employees who collectively worked 9,899 PAGA Pay Periods during the PAGA Period. Additionally, there were an estimated 196 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, 281 employees within the one-year SOL period for inaccurate wage statements, that Class Members' average hourly rate was \$27.69, and that the average regular hourly rate was \$27.70.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	25,000 Workweeks	\$27.70 average regular rate	Based on Expert Analysis of Records	\$240.25*
Unpaid Wages (Off the Clock)	25,000 Workweeks	\$27.69 average hourly rate	14,709 net unpaid hours (assuming 10 minutes per shift) (83.8% overtime)	\$57,794.76**

Meal Period Violations	25,000 Workweeks	\$27.69 average hourly rate	7,890 unique meal break violations	\$21,847.41*
Rest Period Violations	25,000 Workweeks	\$27.69 average hourly rate	87,535 rest break violations (assuming 100% break violations for shifts of at least 3.5 hours)	\$242,384.42**
Unreimbursed Business Expenses Violations	25,000 Workweeks	\$25.00 per month	Assumes \$25.00 per month	\$12,350.00**
Labor Code § 203	Based on approx. 196 terminated employees within the 3-year SOL	\$27.69 average hourly rate / 30-day max.	Assumes 7.9 hours / day	\$64,508.55***
Labor Code § 226	Based on approx. 281 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 9,899 pay periods within the 1-year SOL	\$56,200.00***
PAGA	Based on 9,899 pay periods within the 1-year SOL	\$100.00 per pay period	Based on 9,899 pay periods within the 1-year SOL	\$49,495.00***
Total				\$504,820.39
* 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.⁴				

33. Plaintiff's unpaid wages claim is based on allegations that Defendant failed to incorporate all remuneration, including additional compensation, into Class Members' regular rate of pay for purposes of

⁴ 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 paying overtime, meal premiums, and sick pay. Specifically, Plaintiff's expert reviewed the sample records
2 Defendant produced and identified four additional compensation payments, including on-call pay and
3 referral bonuses, that were assumed to be non-discretionary and not properly factored into the regular rate of
4 pay, resulting in \$742.00 in unpaid overtime, \$120.00 in unpaid meal premiums, and \$99.00 in underpaid
5 sick pay, for a maximum exposure of \$961.00. However, Defendant disputes that such payments were non-
6 discretionary or required to be incorporated into the regular rate. Additionally, only 0.2% of pay periods
7 included overtime and additional compensation, nearly 0% included sick pay and additional compensation,
8 and 0.1% included meal premiums and additional compensation. Due to the limited number of additional
9 payments and Defendant's nominal exposure, I acknowledge the foregoing presents significant risk with
10 certifying this claim and proof on the merits. Therefore, I applied a 75% discount to the maximum exposure
11 figure; **accordingly, I arrived at a realistic damage estimate of \$240.25 for the regular rate claim.**

12 34. Plaintiff's unpaid wages claim is also based on allegations that Defendant failed to pay all
13 minimum and overtime wages due to off-the-clock work. Plaintiff alleges that Class Members performed
14 work during meal periods while clocked out, waited in line to clock in and out due to problems with
15 Defendant's biometric facial-recognition system, and underwent COVID-related screenings before clocking
16 in. Therefore, Class Counsel estimated Class Members spent an average of 10 minutes off the clock per shift.
17 Accordingly, Class Counsel and its data expert estimated Defendant failed to pay Class Members for
18 approximately 14,709 hours, 83.8% of which should have been paid at the overtime rate. From this, and in
19 light of the average rates of the Class Members, Defendant's estimated maximum potential liability is
20 **\$577,947.65**. Defendant contends that all time worked was compensated, that Class Members were not
21 permitted to work off the clock, and that this claim is highly individualized and not susceptible to class-wide
22 treatment. I acknowledge that off-the-clock claims present substantial certification and proof risks because
23 the allegedly uncompensated time is generally not reflected in Defendant's time records. In light of these
24 defenses, and for purposes of settlement, I discounted the maximum potential liability by 90%. **Plaintiff's**
25 **realistic recovery estimate for the unpaid wages claim due to off-the-clock work is therefore**
26 **\$57,794.76.**

27 35. Plaintiff's meal period claim is based on allegations that Defendant did not provide or maintain
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1 sufficient meal period practices, such that Class Members were not always permitted or able to take meal
2 periods and/or were sometimes subjected to late, short, and/or interrupted meal periods without
3 compensation in lieu thereof. The sample of time and corresponding payroll records indicated approximately
4 7,890 unique meal period violations throughout the Class Period, resulting in a 9.4% violation rate. Class
5 Counsel and its data expert calculated that, in light of these violations and the average hourly rate of the
6 putative Class, Defendant had a potential liability of **\$218,474.10**. Defendant nonetheless contends that
7 compliant meal periods were provided, that meal premiums were paid when required, and that any apparent
8 violations may have resulted from employee choice or other individualized circumstances. Moreover,
9 certification and proof of this claim may require testimony from Class Members and could reveal differing
10 experiences with respect to meal periods. In light of these defenses, and for purposes of settlement, I believe
11 it reasonable to apply a 90% discount to the potential liability. **Plaintiff's realistic recovery estimate for**
12 **the meal period claim is therefore \$21,847.41.**

13 36. The rest break claim is based on allegations that Defendant did not provide or maintain sufficient
14 rest period practices, such that Class Members were regularly required to work in excess of four consecutive
15 hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute, continuous
16 and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest break
17 violations could not be calculated because Defendant did not require employees to record rest periods.
18 Therefore, in preparation for mediation, Class Counsel assumed a 100% violation rate for shifts of at least
19 3.5 hours in length and, based on the average hourly rate of the putative Class, calculated approximately
20 87,535 rest break violations and Defendant's potential liability to be **\$2,423,844.15**. Defendant nonetheless
21 contends that rest periods do not have to be recorded and that this claim is individualized in nature and would
22 require testimony or declarations establishing whether and why particular Class Members missed rest
23 periods. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential liability
24 by 90%. **Plaintiff's realistic recovery estimate for the rest period claim is therefore \$242,384.42.**

25 37. The unreimbursed business expenses claim is based on allegations that Defendant did not
26 reimburse Class Members for all expenses incurred in direct consequence of the discharge of their duties,
27 including the purchase of scrubs and office equipment, the use of personal cellphones for work purposes,
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1 and the use of personal vehicles to travel between Defendant's locations. The precise value of all necessary
2 business expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation,
3 Class Counsel estimated Defendant owed approximately \$25.00 per month to each Class Member during
4 the statutory period and that Defendant's potential liability is \$123,500.00. Defendant contends that it
5 complied with all reimbursement obligations and that the reimbursement claim would be difficult to certify
6 given the individualized nature of determining whether particular expenses were necessary, work related,
7 and unreimbursed. In light of these defenses, and for purposes of settlement, I discounted Defendant's
8 potential liability by 90%. **Plaintiff's realistic recovery estimate for the unreimbursed expenses claim is**
9 **therefore \$12,350.00.**

10 38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates
11 Defendant's maximum potential recovery, prior to risk-adjustment, is \$3,404,071.00, which breaks down as
12 follows: **\$1,290,171.00** for waiting time penalties for approximately 196 terminated Class Members in the
13 3-year SOL; a **\$1,124,000.00** penalty for inaccurate wage statements based on approximately 281 Class
14 Members in the 1-year SOL; and **\$989,900.00** for PAGA penalties based on 9,899 Pay Periods and the Court
15 assessing a \$100.00 penalty for each pay period containing a violation. However, I believe it would be
16 unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding
17 penalties and given Defendant's defenses, including without limitation, that any failure to pay all final wages
18 at the time of separation was not willful or intentional and that to the extent Plaintiff received wage statements
19 that were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand
20 the individualized and testimony-intensive nature of the wage claims could bar class certification or
21 otherwise significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore,
22 considering the underlying wage claims are realistically estimated to be \$334,616.84, awarding such a
23 disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied
24 a 95% discount to each penalty (resulting in **\$64,508.55** for waiting time penalties, **\$56,200.00** for inaccurate
25 wage statement penalties, and **\$49,495.00** for PAGA penalties) and accordingly arrived at a **realistic**
26 **recovery estimate of \$170,203.55 for statutory and civil penalties.**

1 39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all**
2 **claims, including penalties, is \$504,820.39.** This means **the \$475,000.00 gross settlement figure**
3 **represents roughly 94% of the total realistic recovery.** This is an excellent result for the Class, particularly
4 because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of
5 not being able to recover anything.

6 40. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies
7 PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved
8 Employees with genuine and meaningful relief, on the other. As a result of this litigation, Defendant has
9 had to hire legal counsel, engage in informal class-wide discovery, and participate in mediation.
10 Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming final
11 settlement approval is granted. (Settlement, ¶ 3.2.4.) Not including its own attorneys' fees and costs as
12 well as the employer's share of payroll taxes, Defendant will pay no less than \$475,000.00 to resolve
13 this matter—of which \$48,000.00 is allocated toward the PAGA claims and will be distributed, in
14 compliance with Labor Code section 2699 as 65% (\$31,200.00) to the LWDA and 35% (\$16,800.00) to
15 Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved
16 Employees from pursuing any individual claims they may have against Defendant or the other Released
17 Parties. Moreover, Class Counsel are of the opinion that because the issues here are fairly contested, there is
18 a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits due to
19 the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go to trial,
20 any award granted would be at the discretion of the Court and subject to a substantial reduction.

21 41. Further, Class Counsel took into account the risk of not being able to proceed on a
22 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
23 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and
24 in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff would
25 be successful at trial, assuming she is first able to certify the claims and defeat the manageability issues
26 presented at litigation, Plaintiff could be awarded substantially less than what was obtained through the
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1 Settlement. In sum, the \$48,000.00 PAGA Penalties allocation under the Settlement constitutes genuine and
2 meaningful relief.

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

8 43. The Settlement obviates the significant risk that this Court may deny certification of all or some
9 of Plaintiff's claims. Class Counsel took into account the risk of not prevailing at trial due to the
10 individualized and testimony-intensive nature of certain claims, which could bar certification or otherwise
11 significantly reduce any recovery. For example, the rest period, off-the-clock, and unreimbursed expense
12 claims depend in part on testimony regarding whether Class Members missed or experienced interrupted rest
13 periods, performed work outside recorded time, or incurred necessary business expenses without
14 reimbursement. Although Plaintiff has obtained testimony from former employees, including a former
15 director-level employee, supporting their allegations concerning Defendant's policies and practices,
16 certification and proof of these claims may still require testimony from additional Class Members and could
17 reveal differing experiences among employees. Moreover, the rest period analysis assumes a 100% violation
18 rate, which Defendant would likely challenge as overstating actual violations. Even assuming sufficient
19 employee participation, obtaining additional declarations could reveal that individual Class Members had
20 different experiences regarding rest periods, off-the-clock work, and unreimbursed expenses, thereby
21 creating certification and proof risks.

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

4 45. The proposed \$475,000.00 Settlement represents a substantial recovery when compared to the
5 reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties
6 involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of
7 appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and that preliminary
8 settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133;
9 *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar*
10 does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed
11 on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic
12 range of outcomes of the litigation"].)

13 THE REPRESENTATIVE SERVICE AWARD TO PLAINTIFF IS REASONABLE

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

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

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

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

15 MY EXPERIENCE AND QUALIFICATIONS

16 50. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law
17 School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an
18 Active Member in good standing continuously since then. I have been selected to Super Lawyers each year
19 from 2019 to 2025.

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

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

53. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage and hour litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix, <http://www.laffeymatrix.com/see.html> [last visited July 22, 2026].) The Laffey Matrix is a “well-established objective source for rates that vary by experience” used by the District of Columbia. (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate upwards based on “locality pay differentials” and the location of counsel’s office in California to determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel’s office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at 921–22.) Using the same method here and based on my firm’s location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 35.84% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.26%, which results in a difference of approximately 2.6%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 17 years of experience, my Laffey Matrix rate with a 2.5% adjustment is \$1,044.48 per hour (\$1,019 Laffey Matrix rate + (2.5% x \$1,019)) (*See* Ex. 6.). Accordingly, my current billing rate of \$950.00 per hour is reasonable.

54. I am experienced in prosecuting and defending employment matters, particularly class actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage and hour class action lawsuits pending in various California counties, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final

1 approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel);
2 *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel);
3 *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v.*
4 *Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart*
5 *Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC
6 No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No.
7 PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No.
8 BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC*
9 (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650;
10 lead counsel) (in approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show
11 that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current
12 rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No.
13 BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-
14 2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC
15 No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137)
16 (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29)
17 (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size
18 approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class
19 size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260;
20 lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead
21 counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865)
22 (class size 435; lead counsel).

23 H. SCOTT LEVIANT’S EXPERIENCE AND QUALIFICATIONS

24 55. H. Scott Leviant received his undergraduate degree from Occidental College. Graduating *cum*
25 *laude*, he majored in economics and received a “minor” emphasis in mathematics. Along with his study of
26 economics and mathematics, he also had an emphasis in physics. This combination of scientific and
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1 economic education has been of assistance during his litigation of complex civil actions. He received his
2 Juris Doctor degree from the University of Southern California Law Center.

3 56. Mr. Leviant's experience relevant to class action litigation includes the following:

- 4 (a) He has been involved in the litigation of class actions since 1997, working as a
5 law clerk on a number of class action matters. Since 1999, he has participated
6 as an attorney in the litigation of hundreds of class actions, in California
7 Superior Courts and in federal courts in California, Illinois, and Louisiana. He
8 emphasized litigation of wage and hour class actions beginning in 2005, but he
9 has focused on complex litigation of different types at all times since 1999.
- 10 (b) Dating back to 1999, some of the earliest cases in which he contributed to his
11 then-firm's efforts as co-lead/liaison counsel include:
- 12 (i) *In re Paradise Memorial Park Litigation*, Los Angeles Superior Court Lead
13 Case No. BC130375; and,
- 14 (ii) *In re Lincoln Memorial Park Litigation*, Los Angeles Superior Court Lead Case
15 No. BC133643
- 16 (c) He has litigated contested class certification motions multiple times, prevailing
17 on many. Examples include the following.
- 18 (i) In 2025, he certified multiple wage and hour claims against Sun Valley Group,
19 in the matter of *Duran v. Sun Valley Group*.
- 20 (ii) In 2023, he certified a rest break claim against SMS Transportation, in the
21 matter of *Beard v. SMS Transportation*. Rest break claims are notably difficult
22 to certify.
- 23 (iii) In 2023, he certified a regular rate claim against Downtown Women's Center,
24 in the matter of *Evans v. Downtown Women's Center*.
- 25 (iv) In 2018, he certified wage and hour claims against Home Depot, in the matter
26 of *Utne v. Home Depot*, in the United States District Court, Northern District
27 of California. The contested certification resulted in a certified class of roughly
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140,000 individuals.

(v) In 2019, he certified a Fair Credit Reporting Act claim related to employment background checks against Wal-Mart Stores, Inc., in the matter of *Pitre v. Wal-Mart Stores, Inc.*, in the United States District Court, Central District of California. The contested certification resulted in a certified class of over 5,000,000 individuals.

(vi) In 2018, he fully briefed a contested class certification motion in the matter of *Harelsen v. U.S. Aviation*, in the United States District Court, Northern District of California. After certification was fully briefed, the matter successfully settled.

(vii) In 2013, he certified an investment fraud suit, in the matter of *Larsen v. Coldwell Banker*, in the United States District Court, Central District of California.

(viii) In 2012, he fully briefed a contested class certification motion, in the wage and hour matter of *Gillings v. Time Warner*, in the United States District Court, Central District of California. In that matter, summary judgment was granted against my clients and the certification motion was deemed moot. I appealed to the Ninth Circuit and obtained a reversal of the District Court's decision. Upon remand, the matter settled.

(ix) In approximately 2011, he fully briefed a contested class certification motion, in the wage and hour matter of *Gomez v. Lincare, Inc.*, in the Superior Court of California, County of Orange. Certification was denied. The result was appealed, and a partial reversal was obtained.

(x) In approximately 2008, he fully briefed a contested class certification motion, in the wage and hour matter of *Ghazaryan v. Diva Limousine, LTD.*, Superior Court of California, County of Los Angeles. Certification was denied. He appealed, handling all briefing, and, in *Ghazaryan v. Diva Limousine, LTD.*,

169 Cal.App.4th 1524 (2009), pet. for rev. denied, he obtained a decision directing the trial court to certify the class. Ghazaryan is now widely cited, including by the California Supreme Court, as a comprehensive source for the standards applied to certification motions in California.

(xi) In approximately 2006, he fully briefed a contested class certification motion, in the wage and hour matter of *Laliberte v. Pacific Mercantile Bank*, Superior Court of California, County of Orange. Certification was denied. He appealed, handling all briefing. The published opinion of *Laliberte v. Pacific Mercantile Bank*, 147 Cal.App.4th 1 (2007), rev. denied, pet. for cert. den. resulted, and he petitioned for a Writ of Certiorari related to certification due process issues.

(xii) In approximately 2008, he assisted with briefing of a contested class certification motion, in the wage and hour matter, against the Automobile Club of Southern California (AAA). A class was certified and the matter tried

(d) Mr. Leviant prosecuted appeals in more than 20 class action matters alone, arguing before the United States Court of Appeals for the Ninth Circuit Court and several of California's Courts of Appeal. He has taken several appeals through to Petitions for Writs of Certiorari to the United States Supreme Court. In connection with the appeals he has handled, he has participated in appeals resulting in decisions concerning or relating to class actions or wage and hour issues. Among others, those include:

(i) *Camp v. Home Depot, U.S.A., Inc.*, 84 Cal. App. 5th 638 (October 24, 2022), rev. granted (February 1, 2023);

(ii) *Donohue v. AMN Services, Inc.*, (February 25, 2021) (amicus counsel)

(iii) *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. Jan. 29, 2019), pet. for rehearing and pet. for *en banc* rehearing den.;

(iv) *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), *as modified on denial of reh'g* (Aug. 29, 2018);

- (v) *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir. 2014);
- (vi) *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal. App. 4th 1524 (2009), pet. for rev. denied;
- (vii) *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007), rev. denied, pet. for cert. denied;
- (viii) *Alvarez v. May Dept. Stores Co.*, 143 Cal. App. 4th 1223 (2006), rev. denied, pet. for cert. denied;
- (ix) *Johnson v. Glaxosmithkline, Inc.*, 166 Cal. App. 4th 1497 (2008), rev. denied;
- (x) *Howard, et al. v. America Online, Inc.*, 208 F.3d 741 (9th Cir. 2000), pet. for cert. denied;
- (xi) *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011) (amicus counsel);
- (xii) *D. R. Horton, Inc. and Michael Cuda*, Case 12-CA-25764, 357 NLRB No. 184 (January 3, 2012) (amicus counsel). This NLRB matter is of particular note, as it is at the center of a dispute regarding the interplay between the Federal Arbitration Act (FAA) and two labor relations laws, the National Labor Relations Act (NLRA) and Norris-LaGuardia Act. Cases highlighting that issue have been accepted by the United States Supreme Court.
- (e) Mr. Leviant was the lead appellate author in a matter before the California Supreme Court that generated substantial interest in the field of wage and hour litigation. That matter, *Troester v. Starbucks Corporation*, resolved a significant issue of whether, under California law, a *de minimis* defense exists to the employer's obligation to pay all wages for all compensable time worked by an employee.
- (f) Mr. Leviant was the lead appellate counsel in a matter before the California Court of Appeal (Sixth Appellate District) that generated substantial interest in the field of wage and hour litigation. That matter, *Camp v. Home Depot, U.S.A.*,

1 *Inc.*, held that prior jurisprudence erroneously concluded that, under California
2 law, underpayment of wages as a result of rounding of time clock punches is
3 lawful so long as the rounding was neutral on its face and as applied. *Camp* is
4 now pending before the California Supreme Court but remains citable as
5 authority pursuant to an Order of the California Supreme Court.

6 (g) In addition to his work on complex litigation matters and class actions, he has
7 authored published articles and columns on issues related to class actions and
8 other litigation issues, including:

9 (i) H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J. 18 (2006),
10 at <http://blj.ucdavis.edu/article.asp?id=636> (May 1, 2006);

11 (ii) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Where Troester Stops Not Even*
12 *Troester Knows*, DAILY JOURNAL (Los Angeles), July 2, 2019;

13 (iii) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Unaccounted Time: Reading the*
14 *Tea Leaves of Troester*, DAILY JOURNAL (Los Angeles), September 12,
15 2018;

16 (iv) Dennis F. Moss and H. Scott Leviant, *Class Actions: One step forward after*
17 *two steps back*, DAILY JOURNAL (Los Angeles), January 11, 2012;

18 (v) H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY JOURNAL
19 (Los Angeles), December 28, 2010;

20 (vi) H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los Angeles), April
21 21, 2010;

22 (vii) H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class Action*
23 *Defense?*, FORUM, January/February 2009

24 (viii) H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-2010
25 (Ongoing series);

26 (ix) H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to Bind*
27 *Judiciary*, Daily Journal (San Francisco), March 15, 2010;

- (x) H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los Angeles), December 2, 2009;
- (xi) H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15, 2008;
- (xii) H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los Angeles), May 4, 2007;
- (xiii) H. Scott Leviant, *A Bad Meal Deal: 'Brinker' Gets the Incentive Question Wrong*, DAILY JOURNAL (Los Angeles), August 6, 2008;
- (xiv) H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage Cases*, FORUM, January/February 2008;
- (xv) H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional Element in a Comprehensive Litigation Plan*, ADVOCATE, April 2006;
- (xvi) H. Scott Leviant, *Improving Rule 12(b)(6) survival odds: Some considerations for effective RICO pleading*, CIVIL RICO REPORT, Volume 15, Number 22, April 26, 2000 (LRP Publications).

57. In addition to publications in industry newspapers, periodicals and journals, Mr. Leviant is the Supervising Editor, primary author and founder of the legal blog The Complex Litigator (<http://www.thecomplexlitigator.com>). The Complex Litigator reports and comments on news and topics relevant to class action and complex litigation practice, with a primary emphasis on wage and hour litigation issues. Through his blog, he has also, on occasion, published podcasts of round table discussions with preeminent members of the wage and hour practice bar on both the plaintiff and defense sides. His blog has been cited to the California Supreme Court in at least one Petition for Review. The Complex Litigator has been in existence since 2008, having outlasted many other legal blogs, and it has a unique readership that numbers in the tens of thousands.

58. Mr. Leviant has also lectured on issues related to class actions and complex litigation, including the following educational seminars:

- (i) *Strategies for Settlement of Individual and Wage & Hour Class Actions*,

- 1 Bridgeport's Eighth Annual Wage & Hour Litigation Conference (December
2 16, 2011)
- 3 (ii) *The Year in Review - Staying Abreast of Current Cases*, Consumer Attorneys
4 of San Diego Class Action Symposium (October 14, 2011)
- 5 (iii) *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's Mid
6 Year Wage & Hour Litigation Conference (June 3, 2011)
- 7 (iv) *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden State
8 Antitrust and Unfair Competition Law Institute (October 21, 2010)
- 9 (v) *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference
10 (October 2, 2010)
- 11 (vi) *Word v. WordPerfect Software, Tips, Tools and Tricks*: Legal Technology for
12 Plaintiffs Employment Lawyers (September 30, 2010)
- 13 (vii) *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19, 2010)
- 14 (viii) *20 Tips for Successful Navigation of e-Discovery Requirements*, Los Angeles
15 County Bar Association's Thirtieth Annual Labor and Employment Law
16 Symposium (March 31, 2010)
- 17 (ix) *Social Networking for Lawyers: A Roadmap to Success*, Los Angeles County
18 Bar Association's 2nd Annual two-day 2009 Small Firm and Solo Practitioners
19 Conference: MISSION POSSIBLE (June 25, 2009)
- 20 (b) *A Seminar Overview of the Current State of Employment Law*, The
21 Westchester/LAX/Marina Del Rey Chamber of Commerce (February 23, 2006)

22 59. Mr. Leviant served three consecutive years as an elected member of the Board of Governors of
23 the Consumer Attorneys of California. In that capacity, he worked to preserve the right of California's
24 consumers and employees to bring proposed class actions. For example, he provided assistance to CAOC
25 in its successful effort to defeat AB 298, which would have substantially impaired the ability of plaintiffs to
26 prosecute class actions in California. More recently, on behalf of CAOC, he co-authored several requests
27 for publication of unpublished class action decisions, including one such request in *Jaimez v. Daiohs USA*,
28

1 *Inc.*, 181 Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in the Eighth Circuit matter
2 entitled *Avritt v. Reliastar Life. Ins. Co.*, Case No. 09-2843, the California Supreme Court matter entitled
3 *Californians for Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006), and the California Court of
4 Appeal matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011).

5 60. Mr. Leviant's current contingent billing rate is consistent with his practice area, legal market
6 and accepted hourly rates:

7 (a) In the December 8, 2008 article "Billable Hours Aren't the Only Game in Town
8 Anymore," *NATIONAL LAW JOURNAL*, the following hourly billing rates
9 were reported by Sheppard Mullin Richter & Hampton, a leading firm in the
10 defense of wage-and-hour class actions that he has frequently opposed when
11 litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st
12 Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year -
13 \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.

14 (b) In 2009 he was retained as appellate counsel in the appeal of a denial of class
15 certification. For the specialized work on that appeal, he charged an hourly rate
16 of \$650.00 per hour, a rate the hiring co-counsel accepted.

17 61. Based upon his practice area, geographic market, experience, including all of the above
18 information, reputation, and generally accepted hourly rates, Mr. Leviant's current, regular hourly billing
19 rate is now \$975.00, which is well below the presumptively appropriate hourly rate of \$1,227 for attorneys
20 with 20 or more years of experience.

21 JAHEYOUNG LEE'S EXPERIENCE AND QUALIFICATIONS

22 62. Jaeyoung Lee is an associate attorney at Moon Law Group, PC. Mr. Lee advocates for
23 employees in both state and federal court in employment and related litigation. Since joining Moon Law
24 Group, PC, his practice has focused on wage-and-hour actions involving claims related to unpaid overtime
25 and minimum wages, meal and rest break violations, unreimbursed business expenses, improper wage
26 statements, and unfair business practices, as well as discrimination claims rising under California law.

1 63. Mr. Lee received his B.A., *cum laude* in Philosophy from Washington University in St. Louis.
2 He received his Juris Doctorate and Tax Law Certificate from UC Davis School of Law. While in law school,
3 Mr. Lee received Dean's Merit Scholarship for all three years and was awarded the Tax Certificate for his
4 extensive work in the area. Following law school, Mr. Lee worked as tax attorney representing taxpayers
5 before both Federal and state administrative agencies and courts prior to joining Moon Law Group, PC.

6 64. Mr. Lee became an Active Member of the State Bar of California in 2022 and has been an
7 Active Member in good standing continuously since then. He is also admitted to practice in the United States
8 District Court for the Central District of California. Mr. Lee's billing rate is \$600.00 per hour, which is his
9 usual hourly rate in wage and hour litigations. Based on Mr. Lee's 4+ years of experience out of law school,
10 his Laffey Matrix rate with a 2.5% adjustment is \$640.63 per hour (\$625 Laffey Matrix rate + (2.5% x
11 \$625)). Accordingly, his current billing rate of \$600.00 per hour is reasonable. In addition to the present
12 case, Mr. Lee is also class counsel for other wage-and-hour class action lawsuits pending in various counties
13 throughout California, including in state and federal courts. The following is a list of some of our recent class
14 action settlements that have received preliminary and/or final approval: *Yadao v. CalPrivate Bank, Inc.*, San
15 Diego Superior Court Case No. 30-2021-00053493; *Hernandez v. AB Staffing Solutions, LLC*, Ventura
16 Superior Court Case No. 56-2021-00561570-CU-OE-VTA; *De Leon v. Polyloom Corporation of America*,
17 Alameda County Superior Court Case No. 22CV005969.

18 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

19 65. As demonstrated by the foregoing, my office is qualified to handle this litigation because we
20 are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative
21 actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage-and-
22 hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval.
23 Including myself, Moon Law Group, PC is comprised of approximately 35 attorneys, all of whom are
24 actively and continuously practicing employment litigation, representing almost entirely employee-
25 plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts
26 throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a
27 high level of skill and knowledge in wage-and-hour class actions, PAGA representative actions, and labor
28

1 and employment law generally, the substantive (state and federal) and procedural law of which is frequently
2 evolving.

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

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

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

17 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

18 69. The Settlement provides for attorneys' fees payable to Class Counsel in an amount not to exceed
19 one-third of the Gross Settlement Amount (i.e., currently estimated at \$158,333.33), and litigation costs up
20 to \$20,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees can be justified under either the
21 lodestar method or the percentage/common-fund recovery method. However, we base the proposed fees
22 award on the percentage method, as many of the entries in the time records will have to be redacted to
23 preserve attorney-client and attorney work product privileges.

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

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

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

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

21 74. As of the drafting of this motion, my office has incurred \$16,176.37 in expenses litigating this
22 action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably
23 necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs
24 are below the maximum amount allowed under the Settlement, the difference will revert to Participating
25 Class Members. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

- 4 (a) Numerous interviews with Plaintiff and review of documents provided by her;
- 5 (b) Legal research and investigation regarding Defendant's business and employment practices
6 at numerous points in the litigation;
- 7 (c) Preparation and submission of Plaintiff's PAGA notice;
- 8 (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint
9 and subsequent first amended complaint;
- 10 (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel
11 regarding mediation and to obtain relevant documents and information through informal
12 discovery;
- 13 (f) Research and preparation of Plaintiff's mediation brief;
- 14 (g) Analysis of the discovery production and preparation of a damages model with the aid of a
15 statistics expert;
- 16 (h) Attendance and active participation at a full day of mediation;
- 17 (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- 18 (j) Preparation of the motion for preliminary approval and the accompanying filings;
- 19 (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- 20 (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class
21 Notice mailing, Class responses, and preliminary and final calculations;
- 22 (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and
23 accompanying filings;
- 24 (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and
25 then monitoring of the distribution of funds following final approval; and
- 26 (o) Anticipated responding to Class Member inquiries and communicating with Plaintiff
27 regarding the case.

76. 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* \$475,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on July 23, 2026, at Los Angeles, California.

Kane Moon