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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

CLAUDIA CHAVEZ, individually, and on behalf of all others similarly situated, Plaintiff, v. ORANGE COUNTY'S UNITED WAY, a California corporation; and DOES 1 through 10, inclusive, Defendants	Case No.: 30-2025-01458038-CU-OE-CXC *Assigned for all purposes to the Honorable William Claster* **<u>CLASS AND REPRESENTATIVE ACTION</u>** **DECALARATION OF KANE MOON IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT** [*Filed with Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class and PAGA Representative Action Settlement, Declaration of Plaintiff, Declaration of the Administrator, and [Proposed] Order*] <u>PRELIMINARY APPROVAL HEARING</u> Date: February 13, 2026 Time: 9:00 a.m. Dept.: CX101 Reservation No.: Complaint Filed: February 5, 2025 FAC Filed: April 10, 2025 Trial Date: None Set

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

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

CASE BACKGROUND AND PROCEDURAL HISTORY

2. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff seeks to represent a class of persons employed by Defendant Orange County's United Way ("OCUW" or "Defendant") (together with Plaintiff, the "Parties") in California and classified as hourly, non-exempt who worked for Defendant during the period from February 4, 2021, to September 27, 2025. Defendant is a fundraiser and community service organizer in Orange County. Plaintiff worked for Defendant as an Education Administrative from July 2023 to July 2024, and throughout her employment, she was classified as hourly and non-exempt. Plaintiff contends that she and her coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked. Plaintiff contends her claim for unpaid wages stems from Defendant's policy of requiring employees to work off-the-clock, uncompensated. Plaintiff also asserts that Defendant implements a rounding system and unlawful timekeeping policy which result to employees not being compensated properly. Plaintiff also brings claims against Defendant for meal and rest period violations, unreimbursed business expenses, and derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

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

and (8) engaged in unfair business practices.

4. On February 4, 2025, Plaintiff gave written notice to the California Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code violations, with certified mail service to Defendant, and paid the required filing fee. A true and correct copy of Plaintiff's PAGA Notice letter to Defendant and the LWDA is attached hereto as **Exhibit 2**. On April 10, 2025, Plaintiff filed her first amended complaint to allege PAGA claims pursuant to Labor Code sections 2698, *et seq*., and subsequently submitted a copy to the LWDA in compliance with Labor Code section 2699, subd. (*l*)(1). To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene in this Action.

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

class certification or significantly reduce Defendant's overall liability.

DISCOVERY AND INVESTIGATION

6. The Parties agreed to mediate the instant action and participated in private mediation with Michael Ludwig, Esq., an experienced class and PAGA action mediator. In preparation for mediation, Plaintiff obtained from Defendant, through informal discovery, documents and data that was necessary and helpful to evaluate the claims asserted in this action. Defendant produced 95.8%sample of time and pay records for the putative Class, Plaintiff's personnel files, and Defendant's written policies. Defendant also provided information regarding the estimated number of current and formerly employed Class Members, Aggrieved Employees, the number of workweeks and PAGA pay periods.

7. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample records and documents regarding Defendant's wage and hour policies. Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to the mediation. The sample time and pay records analyzed contained 29,354 actual shifts worked (representing roughly 99.997% of total shifts worked in the Class Period), which allowed Plaintiff's expert to prepare an analysis ***with a high degree of certainty***. In conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff and her Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS

8. On August 27, 2025, the Parties participated in a full day of private mediation before Michael Ludwig, Esq., an experienced, professional, and neutral class action mediator. The negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a

settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, a settlement was reached by the Parties. The material terms of the Settlement are set out in the Class Action and Paga Settlement Agreement (the "Settlement"). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. Additionally, the proposed class notice is attached to the Settlement as **Exhibit A**.

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

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

11. Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (Settlement, ¶ 3.1.) Each Class Member who does not opt-out will be entitled to a pro rata share of the Net Settlement Amount that is directly proportional to the number of compensable workweeks worked during the Class Period. (*Id*. at ¶ 1.23.) Likewise, each Aggrieved Employee will be entitled to a pro rata share of the 35% share of the PAGA Penalties directly proportional to the number of workweeks worked during the PAGA Period (*Id.* at ¶ 1.24.)

12. The Settlement provides a fee application of not more than one-third (1/3 or 33%) of the Gross Settlement Amount currently estimated to be at $78,750 for reasonable attorneys' fees, plus reimbursement for actual litigation costs not to exceed $25,000.00, payable from the Gross

Settlement Amount. (*Id.* at ¶ 3.2.2.)

13. The Settlement includes a Class Representative Service Payment to Plaintiff as Class Representative of up to $10,000.00 payable from the Gross Settlement Amount, subject to the Court's approval, and in addition to the amount they are eligible to receive as Class Members and Aggrieved Employees. (*Id.* at ¶ 3.2.1.) This award is for Plaintiff's time and effort, as well as her exposure to substantial risk, in bringing and presenting the action, and for Plaintiff's general release of claims, both known and unknown, and waiver of section 1542 rights. (*Id.* at ¶¶ 1.14., 5.1.) In the event the award finally approved is less, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.2.1.)

14. The Parties jointly appointed CPT Group, Inc., as the neutral entity to administer this Settlement, and agreed that the Administrator will be paid the costs of administration work from the Gross Settlement Amount, and estimated administration costs will not exceed $9,000.00 (*Id.* at ¶¶ 1.2., 3.2.3.) A true and correct copy of the Administrator's costs estimate is attached hereto as **Exhibit 4.**

15. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes on the wage portions of the Individual Class Payments by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date. (*Id.* at ¶ 4.3.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

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

17. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by Defendant, on Plaintiff's expert's analysis of the sample records provided by Defendant, and on information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-

adjusted exposure that Defendant faced. At the time of mediation, there were an estimated: 120 Class Members who worked an aggregate of 31,371 shifts over 6,836 Compensable Workweeks, and an average hourly rate of $25.72. Additionally, there were an estimated: 50 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, 89 employees falling within the one-year SOL period for inaccurate wage statement penalties and PAGA penalties, and 1,840 PAGA Pay Periods.

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

Claim	Relevant Time Period	Rate	Number of Violations	Amount
Unpaid Wages due to Rounding	6,836 workweeks /31,371 shifts	$25.72 average hourly rate	Mathematically Insignificant	Maximum: $0.00
Unpaid Wages due to Off-the-Clock Work	6,836 workweeks /31,371 shifts	$25.72 average hourly rate	1,709 total hours (assumes 15 minutes per shift)	Maximum: $54,568.00 Realistic: $8,185.20*
Rest Period Violations	6,836 workweeks /31,371 shifts	$25.75 average regular rate	30,728 rest break violations (assumes 100% violations for shifts at least 3.5 hours)	Maximum: $791,440.00 Realistic: $118,716.00*
Meal Period Violations	6,836 workweeks /31,371 shifts	$25.75 average regular rate	13,995 unique meal break violations (assumes 49.2% violation rate net of premiums)	Maximum: $359,112.00 Realistic: $89,778.00**
Unreimbursed Business Expenses	6,836 workweeks /31,371 shifts	$10.00 per month for each Class Member	Assuming $10 per month per employee	Maximum: $16,840.00 Realistic: $4,210.00**
Waiting Time Penalties (Labor Code § 203)	Based on Three-Year Statute of Limitations	Penalty based on Labor Code Section 203	Based on analysis of records by expert for 50 terminated Class Members during the Three-Year Statute of Limitations	Maximum: $284,077.00 Realistic: $28,407.70***
Inaccurate Wage Statements (Labor Code § 226)	Based on approximately 89 class members within the 1-	$100.00 / Pay Period	$100.00 / Pay Period for 89 Class Members During The One-Year Statute Of Limitations	Maximum: $179,550.00 Realistic: $17,955.00***

	year statute of limitations			
PAGA Civil Penalties	Based on approximately 89 aggrieved employees within the 1-year statute of limitations	$100.00 / Pay Period	$100.00 / Pay Period for 89 Class Members During The One-Year Statute Of Limitations	Maximum: $1,103,850 Realistic$165,577.5****
Total for Class Claims				**Maximum: $2,789,437.00** **Realistic: $432,829.40**
* This figure is discounted based on a 15% 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 on the merits and assuming only one PAGA violation per pay period.				

18. Plaintiff's unpaid wage claims in part included allegations that Defendant maintained an unlawful rounding policy. However, after reviewing the timekeeping data, the rounding practice appears to have resulted in more overpaid shifts than underpaid ones, and therefore, under *See's Candy* and its progeny, the rounding policy is lawful. Therefore, I have allocated $0.00 for this claim.

19. With respect to the off-the-clock claims, Plaintiff and other hourly employees were required to report only their scheduled shift times, rather than their actual hours worked. As a result, employees were not paid for substantive work performed before and after their scheduled shifts. Plaintiff and other hourly employees typically worked 1–2 hours off the clock per week at the beginning and middle of the school year. However, they were not properly informed of their right to report such time as hours worked. Moreover, because Defendant required prior authorization for overtime, employees could not report this off-the-clock work without violating policy and were therefore left uncompensated. For purposes of mediation, Plaintiff's Counsel conservatively assumed that each Class Member performed 15 minutes of off-the-clock work per shift. Using this

assumption, Plaintiff's Counsel calculated approximately 1,709 hours of uncompensated work, resulting in a maximum potential exposure of $$54,568.00. Defendant contends that Plaintiff and Class Members' timesheets accurately reflect all hours worked, that employees did not perform any off-the-clock work, and that they were fully compensated for all time worked. In light of these arguments, Plaintiff's Counsel applied an 85% reduction to reflect a 15% probability of prevailing on the merits. Plaintiff's Counsel calculated unpaid wages at the employees' regular hourly rates, assuming 48.3% of those hours would qualify as overtime. Although Plaintiff's Counsel believes the off-the-clock claim has merit, Plaintiff's Counsel applied this discount to account for the evidentiary challenges and potential certification issues. Proving this claim would require individualized declarations from Class Members, and obtaining such declarations may reveal differing experiences regarding off-the-clock work. These variations could complicate certification and reduce the likelihood of success. Taking these risks into account, Plaintiff's Counsel arrived at a realistic damages estimate of **$$8,185.20 for the off-the-clock claim.**

20. Plaintiff's rest period claim is based on allegations that Defendant systematically deprived Plaintiff of any rest breaks. Therefore, for purposes of mediation, Plaintiff's Counsel assumed a 100% violation rate. This violation rate accounts for shifts of at least 3.5 hours, making Defendant's maximum exposure at $887,351.00. Defendant argues that employees received all their code-compliant rest breaks and that missed, short, or late rest breaks, if they were indeed any, was solely the result of employees voluntarily choosing to forgo their rest period rights. In light of the defenses raised, Plaintiff's Counsel discounted the resulting exposure figure by 85% to account for the difficulty of certifying and proving the rest break claim and to account for the possibility of Class Members actually having received their code-compliant rest breaks. Although Plaintiff's Counsel still believes that there were rest period violations, the foregoing issues create significant risk with respect to certification due to the individualized nature of the rest break claim. Proof of this claim would require declarations from the Class and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to rest breaks. Accordingly, Plaintiff's Counsel arrived at the realistic damages estimate of **$118,716.00 for the rest period claim**.

21. Plaintiff's meal period claim is based in part on Defendant's time records, which reflect a 49.4% violation rate, and in part on Plaintiff's counsel's review of those records showing highly uniform meal period start and stop times, including many breaks recorded as exactly 30 minutes. Defendant argues that these records demonstrate that meal periods were timely provided, taken in full, and compliant; and where a violation appears, it resulted from an employee's voluntary choice or waiver. Although California law places the obligation on employers to *provide* compliant meal periods-and time records showing late, short, or missed meal periods create a presumption of violation under well-established California law*,* the uniformity of the recorded meal periods may allow Defendant to challenge the reliability of the records or argue that any deviations were due to individualized circumstances, which raises litigation risks. Further, certification of meal period claims can be difficult where Defendant presents evidence suggesting highly individualized reasons for noncompliant meal periods, potentially requiring employee-by-employee testimony to rebut the presumption and establish systemic policies or practices. Therefore, Plaintiff's Counsel discounted both the violations and resulting exposure figures by 75% to account for the difficulty of certifying and the defenses to the claim; accordingly, I arrived at the realistic damages estimate of **$89,778.00 for the meal period claim**.

22. Plaintiff's claim for unreimbursed business expenses is based on allegations that employees were required to use their personal cellphones to communicate with colleagues during field events. For purposes of mediation, Plaintiff's Counsel assumed $10.00 per employee per month unreimbursed expenses for each Class Member and thereby assessed a maximum liability of $16,840.00. However, Defendant maintains that, to the extent employees used their personal cellphones, doing so was optional and not required by company policy. This claim presents significant certification challenges due to the individualized nature of employees' cellphone use and whether such use was required or incurred at the employer's direction. Proving liability would likely require declarations from Class Members, and such declarations may reveal material differences in individual practices and experiences regarding personal cellphone use and reimbursable expenses under Labor Code section 2802.Therefore, a 75% discount is warranted

because of the difficulties with this claim; accordingly, Plaintiff's Counsel arrived at the realistic damages estimate of **$4,210.00 for the unreimbursed business expenses claim**.

23. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff's estimated that Defendant's maximum potential exposure, prior to discounting, is $1,567,477.00, which breaks down as follows: a $284,077.00 as waiting time penalties for approximately 50 terminated Class Members within the three-year limitations period, $179,550.00 for inaccurate wage statements of approximately 89 terminated Class Members during the one-year limitations period, and $1,103,850.00 for penalties under PAGA. However, Plaintiff's Counsel believes that it would be unrealistic to expect the Court to award the full exposure amount given Defendants' defenses, including that any failure to pay all final wages at the time of separation was not willful or intentional, as well as the discretionary nature of awarding penalties. Furthermore, considering that the underlying claims are realistically estimated to be $156,747.70, awarding such a disproportional amount in penalties would raise due process concerns. Weighing these factors, Plaintiff's Counsel applied a 90% discount to the 203 and 226 penalties and an 90% discount to the PAGA penalties (resulting in $28,407.70 as waiting time penalties, $17,955.00 for inaccurate wage statements penalties, and $110,385.00 for PAGA penalties). In so doing, Plaintiff's Counsel arrived at the realistic damages estimate of **$211,940.20 for statutory and civil penalties.**

24. Using these estimated figures, Plaintiff predicted **the *realistic* (risk-adjusted) recovery for all claims, including penalties, is $432,829.40.** This means that the **gross settlement figure of $225,000.00 represents roughly 52% of the total realistic recovery.** This is an excellent result for the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being able to recover anything.

25. With regard to the PAGA claims, Plaintiff and her Counsel believe the Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. (Lab. Code §§ 2698, *et seq.*) As a result of this litigation, Defendant has had to hire legal counsel, engage in informal discovery, and participate in mediation. Defendant is also now having to pay civil penalties to the LWDA under the Settlement, assuming final settlement approval

is granted. (Settlement, ¶ 3.2.5.) Not including its own attorneys' fees and costs as well as the employer's share of payroll taxes, Defendant will pay no less than $225,000.00 to resolve this matter—of which $25,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699, subd. (i) as 65% ($16,250.00) to the LWDA and 35% ($8,750.00) to Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved Employees from seeking remedies based on any underlying individual claims they may have against Defendant or the other Released Parties. (Lab. Code § 2699(i).) Moreover, Plaintiff's Counsel is of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. Indeed, under Labor Code section 2699, subdivision (e)(2), a Court can reduce PAGA penalties "if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

<u>THE CLASS REPRESENTATIVE SERVICE PAYMENT IS FAIR AND REASONABLE</u>

26. The Class Representative Service Payment is fair and reasonable, as named plaintiffs in class action lawsuits "are eligible for reasonable incentive payments to compensate them for the expense or risk they incur in conferring a benefit on other members of the class," and the Service Payment here is reasonable and compensate Plaintiff for the benefit she conferred on the Class. (*Munoz*, *supra*, 86 Cal.App.4th at 412; *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, 806; *See In re Cont'l Ill. Sec. Litig*. (7th Cir. 1992) 962 F.2d 566, 571 ["Since without a named plaintiff there can be no class action, such compensation as may be necessary to induce him to participate in the suit could be thought the equivalent of the lawyers' nonlegal but essential case-specific expenses, such as long-distance phone calls, which are reimbursable".].) Here, Participating Class Members will receive an average payment of $643.75, equating to approximately 25.02 hours of work, based on their average hourly rates. In addition to this monetary benefit, Plaintiff has likely effectuated lawful wage-and-hour policies and practices at

Defendant's business from which currently employed Class Members are deriving benefit in the form of proper pay and working conditions.

27. Plaintiff faces significant risk as the Class Representative in this Action. In particular, Plaintiff faces actual risk with her future employment, as putting herself on public record in an employment lawsuit has been proven to affect employees' prospects for future employment.

28. Plaintiff created the opportunity for Class Members to participate in a settlement that reimburses them for wage violations they may have never known about on their own or been willing to pursue on their own. If Class Members had tried to pursue their legal remedies on their own, such would have resulted in each expending significant monetary resources and time, which were obviated by Plaintiff putting herself on the line on behalf of the other Class Members.

29. This Action would not have been possible without the aid of Plaintiff, who put significant time and effort into this litigation and placed herself at risk for the sake of the Class. The requested enhancement award for Plaintiff's service as Class Representative is a relatively small amount of money considering the time and effort she put into the litigation, in comparison to enhancements granted in other class actions, and in light of the significant benefits generated for the Class. The requested Class Representative Service Payment is, therefore, fair and reasonable.

MY EXPERIENCE AND QUALIFICATIONS

30. I received a B.A. in History in 1998 from UCLA. I received my J.D. from Loyola Marymount Law School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an Active Member in good standing continuously since then. I have been selected to Super Lawyers each year from 2020 to 2024.

31. I co-founded Moon Law Group, PC, formerly Moon & Yang APC, in March 2010. My practice is focused exclusively on advocating for the rights of employees in wage-and-hour litigation, almost entirely in class actions.

32. For the past decade, I have built my practice to have an emphasis on employment and related civil litigation cases and have both prosecuted and defended employment-related litigation cases. I have been heavily, successfully, and continuously involved in active litigation and trial

work, and have conducted bench and jury trials on behalf of both employees and employers in wage-and-hour cases.

33. I am experienced in prosecuting and defending employment matters, particularly class 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 counties throughout California, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc*. (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc*. (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. Arya Ice Cream Distributing Co., Inc.* (LASC No. 21STCV31170) (class size approx. 106; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside Super. Court No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) ($750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my $650 hourly rate in that case, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys' current rates for the Moon Law Group, PC attorneys"); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento Super. Court No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Olasoaga v. Burton Schnierow, D.D.S., Inc.* (LASC No. 21STCV39559) (class size approx. 296; lead counsel); *Onofre v. Caitac Garment Processing, Inc*. (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class

size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc*. (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin Super. Court No. STK-CV-UOE-2021-0000865) (class size approx. 463; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

34. Mr. Feghali is a partner at Moon Law Group, PC. He received his B.A. in Global and International Studies in 2011 from UC Santa Barbara, and his J.D. from University of La Verne College of Law in 2014. Mr. Feghali became an Active Member of the State Bar of California in December 2014 and has been an Active Member in good standing continuously since then. Mr. Feghali is a current member of the California Employment Lawyers Association ("CELA"), and was selected by Super Lawyers as a "Southern California Rising Star" in 2020–2024.

35. 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 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.

36. Mr. Feghali's current billing rate is $850.00 per hour. During Mr. Feghali's tenure with Moon Law Group, PC, he has played a critical role in obtaining outstanding results for employees who have been wronged by their employers. Mr. Feghali's litigation experience includes, but is not limited to:

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

(b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken under submission by the Court on February 3, 2022.

(c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397), which is not currently scheduled for hearing.

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

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

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

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

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

37. 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:

(a) *Barahona v. Methodist Hosp. of Cal*. (No. 20STCV09876) ($5,000,000);
(b) *Stanley Black & Decker Wage and Hour Cases* (No. JCCP5218) ($3,500,000);
(c) *Vazquez v. St. Mar 2.0 Inc.* (37-2021-00042702-CU-OE-CTL) ($2,250,000);
(d) *Duncan v. Infineon Technologies Americas Corp*. (21STCV16872) ($2,500,000);
(e) *Aquino v. Coast King Packing, LLC* (21CV002448) ($2,300,000);
(f) *Martinez, et al. v. Curative* LLC (21STCV20778) ($1,500,000);
(g) *Calderon v. Installed Building Products* (37-2021-00035844-CU-OE-CTL) ($1,500,000);
(h) *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) ($1,800,000);
(i) *Fuentes v. Covid Clinic, Inc*. (No. CIVSB2106806) ($1,526,317.57);
(j) *Rahman, et al. v. Gate Gourmet, Inc*. (3:20-cv-03047) ($3,850,000);
(k) *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) ($1,100,000);
(l) *Hammers v. Redwood Oil Co., Inc*. (SCV-269625) ($1,180,000);
(m) *Cuadras v. R.C. Wendt Painting, Inc*. (No. BC705964) ($1,400,000);
(n) *Zaragoza v. The Roman Catholic Bishop of Fresno* (22CV-00282) ($1,500,000);
(o) *Garcia v. San Jose Water Co.* (22CV396328) ($1,200,000);
(p) *Garcia v. Tri-Valley Plastering, Inc*. (22CECG00591) ($1,100,000);
(q) *Garcia v. Tapia Enter., Inc*. ($2,137,651 for 507 class members);
(r) *Cha v. Center Point, Inc*. (CIV2102081) ($1,000,000);
(s) *Sison v. Cha Hollywood Med. Ctr., L.P*. (No. BC644129) (2,137 class members);

(t) *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) ($750,000 for 79 class members); and

(u) *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) ($1,250,000).

HYUNJIN KIM'S EXPERIENCE AND QUALIFICATIONS

38. Hyunjin Kim has been an associate attorney at Moon Law Group, PC since 2022. Ms. Kim represents employees in all aspects of employment litigation, including wage and hour class and representative actions involving claims related to overtime and minimum wages, meal and rest break violations, improper wage statements, PAGA, and unfair business practices.

39. Ms. Kim received her Bachelor of Science in Food Science and Nutrition from Seoul National University in South Korea and her Juris Doctorate from Georgetown University Law Center. Ms. Kim has been a member in good standing with the California State Bar since November 2022. Additionally, Ms. Kim is a member in good standing in the United States District Court for the Central District.

40. Ms. Kim's billing rate is currently $675.00 per hour, which is her usual hourly rate for wage and hour litigations. Based on Ms. Kim's nearly 3 years of experience, her Laffey Matrix rate with a 2.5% adjustment is $484.83 ($473 + (2.5% x $473)) per hour. (*See* Exh. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Kim's billing rate of $675.00 per hour is reasonable.

41. Ms. Kim's litigation experience includes, but is not limited to:

(a) Ms. Kim prepared the appellate supplemental brief for *Sanchez v. MC Painting*, in the Fourth Appellate District in the Court of Appeal of the State of California, No. D078817, on the issue of the enforceability of the defendant's arbitration agreement as to the plaintiff's PAGA claim, which has been under submission since December 2023.

(b) Ms. Kim successfully remanded a case from the United States District Court for the Central District of California to the San Bernardino County Superior Court, Case No., CIVSB2132323.

42. Furthermore, a selection of settled class actions that have received preliminary and/or

final settlement approval and PAGA-only approved settlements in which Ms. Kim assisted includes the following: *Alkaddomui v. Fremont Automotive Acquisition* (Alameda County No. RG21106760) ($137,500 for 240 aggrieved employees); *Arriaga v. Airline Tech Reps, LLC, et al.* (Los Angeles County No. 21STCV45061) ($550,000.00 for approx. 289 class members); *Avila v. QRM Corp. et al.* (San Diego County, No. 37-2022-00012692-CU-OE-CTL) ($400,000.00 for approx. 150 class members); *Guerra v. Buffalo Spot 2 AZ, LLC, et al.* (Los Angeles County No. 22STCV16054) ($260,000.00 for approx. 615 class members); *Guillen v. Kerr Corporation* (Orange County, No. 30-2021-01217243-CU-OE-CXC) ($550,000.00 for 232 class members); *Herrera v. The Lloyd Pest Control Co.* (San Diego County No. 37-2018-0005210-CU-OE-CTL) ($150,000.00 for approx. 574 aggrieved employees); *Irons v. Sumitomo Electric Interconnect Products, Inc.* (San Diego County, No. 37-2021-00035431-CU-OE-CTL) ($825,000 for approx. 363 class members); *Martinez v. High Desert Auto Supply, Inc.* (San Bernardino County No. CIVSB2206780) ($450,000.00 for approx. 163 class members); *Phakhailathvone v. Orange Crush Athletics, et al.* (Sacramento County, No. 34-2021-00308178-CU-OE-GDS) ($400,000.00 for 1,333 class members); *Porter Brown v. Acrisure of California, LLC* (Orange County No. 30-2022-01276438-CU-OE-CXC) ($3,997,500.00 for approx. 1,185 class members); *Scott v. Polly's Inc.*, *et al*. (Los Angeles County No. 21STCV09769) ($185,000.00 for approx. 1,853 aggrieved employees); *Vazquez v. St. Mar 2.0 Incorporated, et al.* (San Diego County No. 37-2021-00042702-CU-OE-CTL) ($2,250,000 for 3,003 class members); *Yaqub v. Spoelstra LLC* (San Bernardino County, No. CIVSB2132322) ($250,000.00 for 161 class members).

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a high level of skill and knowledge in wage and hour class actions, PAGA representative actions, and labor and employment law generally, the substantiative (state and federal) and procedural law of which is frequently evolving.

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

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

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

<u>THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE</u>

47. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up one-third (1/3 or 33%) of the Gross Settlement Amount, currently estimated to be at $78,750. (*Id.* at ¶ 3.2.2.) Moreover, the Settlement allows recovery of litigation expenses of up to $25,000.00. Currently, Plaintiff's Counsel has reasonably incurred 20,345.91 in litigations costs. A true and correct copy of the Plaintiff's Counsel's litigation expenses is attached hereto as <u>**Exhibit 5.**</u> The proposed award of attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery method. Plaintiff's Counsel, however, intend to base the

proposed fees award on the percentage method, as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) 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 Settlement 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.

53. 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* $225,000.00 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 January 9, 2026, at Los Angeles, California.

____

Kane Moon

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los Angeles, California 90017. On ________________, I served the foregoing document described as:

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

X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s) addressed as follows:

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via e-mail**.** I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this**,** ______________ at Los Angeles, California.

____________________________ ____
Type or Print Name Signature