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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ELIZABETH RENQUIST, individually, and on behalf of all others similarly situated, Plaintiff, vs. DEPIERRO DEVELOPMENT CORPORATION, a California corporation; and DOES 1 through 10, inclusive, Defendants.	Case No.: CIVSB2214073 **DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** [*Filed with Plaintiff's Notice of Motion and Memorandum of Points and Authorities, the Declaration of Plaintiff, the Declaration of Jodey Lawrence, and [Proposed] Preliminary Approval Order*] <u>PRELIMINARY APPROVAL HEARING</u>: Date: July 8, 2026 Time: 8:30 a.m. Dept.: S-26 Judge: Hon. Kevin C. Lee Action Filed: July 8, 2022 Trial Date: Not 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 Elizabeth Renquist ("Plaintiff") and the putative Class. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

CASE BACKGROUND

2. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff seeks to represent a class of all persons currently or formerly employed by Defendant Depierro Development Corporation ("Defendant") (together with Plaintiff, the "Parties"), either directly or through any subsidiary, staffing agency, joint venture or professional employer organization, as non-exempt, hourly-paid employees from July 2, 2021 to December 31, 2025, as set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the "Settlement"). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. The proposed Class Notice is attached to the Settlement as **Exhibit A**

3. Defendant is a franchisee of several gas stations around San Bernardino County. Defendant has employed Plaintiff and other putative Class Members in California during the putative Class Period.

4. Plaintiff's claim for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiff and others for off-the-clock work, failed to incorporate all remuneration into employees' regular rate of pay for purposes of paying overtime or sick pay, and that Defendant rounded employees' time to their detriment. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work, Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-compliant breaks. Plaintiff further brings a claim for unreimbursed necessary business expenses based on allegations that Class Members were required to use their personal cellphones and to purchase uniforms and face masks for business purposes, without reimbursement for the same. Finally, Plaintiff also brings derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

5. Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff filed a class action on July 8, 2022, 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 timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business practices.

6. Pursuant to PAGA, on July 2, 2022, Plaintiff gave written notice to the California Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code violations, with certified mail service on Defendant, and paid the required filing fee. Plaintiff subsequently provided an amended notice to the LWDA, with certified mail service on Defendant, on August 19, 2022, to correct Defendant's mailing address. True and correct copies of Plaintiff's PAGA notices are attached hereto as **Exhibit 2**. On September 13, 2022, Plaintiff timely filed a First Amended Class and Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA (the "Operative Complaint"). In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently submitted to the LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned case number. To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene in this Action.

7. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Defendant argues it did not fail to incorporate any non-discretionary bonuses, shift differentials, or commissions into the regular rate of pay for purposes of paying overtime or sick pay, and that all bonuses were discretionary. Defendant argues its time-rounding practice is neutral on its face and in compliance with California law. Defendant maintains compliance with all its meal and rest period obligations. As for the unreimbursed business expenses, Defendant maintains it reimbursed Class Members for all necessary business expenses incurred, and that cellphone use was not required for work purposes. To the extent Class Members received wage statements that were allegedly inaccurate, Defendant asserts Class Members suffered no actual damage or harm as a result, and that there was no knowing or intentional violation. (*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 they 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, Defendant denies all of 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

8. The Parties agreed to mediate this action with Monique Ngo-Bonnici, Esq., an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal exchange of documents and information before the mediation. Prior to mediation, Plaintiff obtained from Defendant, through informal but extensive discovery, information sufficient to meaningfully evaluation the claims at issue in the action, including applicable written policies, the employee handbook in effect during the Class Period, Plaintiff's personnel file, an approximate 69.44% sample of time and corresponding payroll records for employees, and information regarding the estimated number of current and formerly employed Aggrieved Employees and PAGA Pay Periods.

9. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample time and pay 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 mediation. The sample time and pay records analyzed contained 40,513 shifts that employees worked (representing approximately 69% of total shifts), 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 were 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's 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

10. Mediation occurred on October 29, 2025. The settlement 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, the Parties reached a settlement, the material terms of which are encompassed within the Settlement.

11. 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 the foregoing 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 other related case pending as of the date of this declaration. As such, I am unable to name any case or the definition of a class of parties on whose behalf any action was brought that would overlap with the putative Class, as defined in this matter, or would otherwise be extinguished or adversely affected by approval of this Settlement.

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

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

Gross Settlement Amount ("GSA")	$375,000.00, non-reversionary
Deductions from GSA	
Class Representative Service Payment	Not to exceed $10,000.00

Class Counsel Fees Payment	35% of the GSA (currently estimated to be $131,250.00; this amount is subject to increase if the Escalator Clause is triggered)
Class Counsel Expenses Payment	Not to exceed $28,000.00
Administration Expenses Payment	Not to exceed $8,000.00
PAGA Penalties	$37,500.00 (to be distributed as: 65%, or $24,375.00, to the LWDA; and 35%, or $13,125.00, to Aggrieved Employees). The estimated average Individual PAGA Payment for each of the estimated 137 Aggrieved Employees is $95.80. Actual amounts of Individual PAGA Payments will be based on the number of PAGA Period Pay Periods worked by each Aggrieved Employee.
Estimated Net Settlement Amount ("NSA")	$160,250.00. The estimated average Individual Class Payments to each of the approximately 268 Class Members is $597.95. Actual amounts of Individual Class Payments will be based on the number of Workweeks worked by each Class Member.
Employer-Side Payroll Taxes	Defendant agrees to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.

(a) The Gross Settlement Amount is $375,000.00, non-reversionary, and subject to potential increase under an escalator clause. (Settlement, ¶ 3.0.)

(b) The Settlement includes a Class Representative Service Payment to Plaintiff in an amount up to $10,000.00 from the Gross Settlement Amount, subject to the Court's approval, and in addition to the amount she is eligible to receive as a Class Members. (*Id.* at ¶ 3.1.1.) This service payment is for Plaintiff providing services in support of the Action. (*Id.* at ¶ 1.14.) If the Court approves a Class

Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. (*Id.* at ¶ 3.1.1.)

(c) The Settlement provides for a Class Counsel Fees Payment of up to 35% of the Gross Settlement Amount (currently estimated to be $131,250.00) for Plaintiff's Counsel's attorneys' fees, and a Class Counsel Expenses Payment of not more than $28,000.00. (*Id.* at ¶ 3.1.2.) If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id.*) At this time, my firm has incurred $24,433.90 in costs, and a true and correct copy of these litigation costs is attached hereto as **Exhibit 4**. Additionally, I estimate that my office will incur not more than $500.00 in costs for filing fees that are reasonably incurred between preliminary and final approval.

(d) The Parties jointly appoint Phoenix Class Action Administration Solutions as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.1.) The Settlement Agreement provides the Administrator will be paid an Administration Expenses Payment from the Gross Settlement Amount, in an amount up to $8,000.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.1.3.) To the extent actual expenses are less and/or the Court approves payment less than the requested amount, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id.*) A true and correct copy of the Administrator's flat fee bid of $8,000.00 is attached hereto as **Exhibit 5**.

(e) The Settlement provides for PAGA Penalties in the amount of $37,500.00, which will be distributed sixty-five percent (65%) ($24,375.00) to the LWDA through the LWDA PAGA Payment and thirty-five percent (35%) ($13,125.00) to Aggrieved Employees through Individual PAGA Payments. (*Id.* at ¶ 3.1.4.) Each Aggrieved Employee will be entitled to his or her pro rata share of the Individual PAGA Payments that is directly proportional to the number of PAGA Pay Periods during which the Aggrieved Employee worked in the PAGA Period. (*Id.* at ¶ 3.1.4.1.)

(f) The "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 Payment, and Administration Expenses Payment. (*Id.* at ¶ 1.27.) The remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id.*) The Administrator will disburse the entire Gross

Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. (*Id.* at ¶ 3.0.)

(g) Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for wages (the "Wage Portion"). (*Id.* at ¶ 3.1.3.2.) The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. (*Id.*) Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). (*Id.*) The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. (*Id.*) Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment. (*Id.*)

(h) The Net Settlement Amount available for Participating Class Members is $160,250.00. The estimated average Individual Class Payment for each of the approximately 268 Class Members is $597.95. From the $13,125.00 Individual PAGA Payments to Aggrieved Employees, the estimated average Individual PAGA Payment for each of the estimated 137 Aggrieved Employees is $95.80. Actual amounts of Individual Class Payments and Individual PAGA Payments will be based on the number of Workweeks and PAGA Period Pay Periods worked by each Class Member and Aggrieved Employee, respectively.

(i) Any settlement payments remaining uncashed following the 180-day cash-checking period will be voided by the Administrator and those funds transmitted to the California State Controller's Office to be held pursuant to the Unclaimed Property Law in the name of each individual to whom the check was issued but who failed to cash the check on time, until such time that the individual claims the funds. (Settlement, ¶¶ 4.1.1, 4.1.3.)

14. Defendant shall fully fund the Gross Settlement Amount of $375,000.00 and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator in three (3) installments: (1) the first installment payment of $125,000.00 shall be made within 30 days of the Effective Date, and (2) the second installment payment of $125,000.00 shall be made within 5 months of the first installment payment, and (3) the third and final installment payment of $125,000.00 shall be made

within 5 months of the second installment payment.[1] (*Id.* at ¶ 4.0.) "Effective Date" means the date both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. (*Id.* at ¶ 1.18.) The Judgment is final on the latest of the following occurrences: (a) if no Participating Class Member timely objects to the Settlement, the day the Court enters the Judgment; (b) if one or more Participating Class Members object(s) to the Settlement and does not withdraw his or her objection, the day after the deadline for filing a notice of appeal of the Judgment; or (c) if a timely appeal of the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. (*Id.*)

<u>THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE</u>

15. Plaintiff's Counsel have 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 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 that Defendant may assert both to certification and on the merits, the Settlement is in the best interests of the Class.

16. Based on Plaintiff's Counsel's review of the time, payroll, and additional records and information provided by Defendant, on Plaintiff's expert's analysis of the sample time and payroll records provided by Defendant, and on information from Plaintiff, Plaintiff's Counsel evaluated and estimated Defendant's maximum and realistic risk-adjusted exposure. Based on a review of its records, Defendant estimates there are 268 Class Members who collectively worked a total of 7,506 Workweeks during the Class Period. (*Id.* at ¶ 7.0.) Additionally, Defendant's payroll data showed there were approximately 137 Aggrieved Employees who worked approximately 3,412 PAGA Pay Periods, 240 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, approximately 137 employees falling within the statutory period for inaccurate wage statement penalties, and that Class Members' average hourly rate is approximately $16.82, and that the average regular hourly rate was $16.82.

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

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[1] The funding schedule was a critical component in settling the Action to ensure Defendant can fund the Gross Settlement Amount within its financial constraints.

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Exposure Amount
Unpaid Wages (Rounding)	7,506 Workweeks	$16.82 average hourly rate	845 net unpaid hours (combined regular, overtime, and double time hours)	**$7,482.00****
Unpaid Wages (Due to Off-the-Clock Work)	7,506 Workweeks	$16.82 average hourly rate	2,924 net unpaid hours (assuming 15 minutes per Workweek; 3.7% overtime)	**$12,522.89***
Unpaid Wages (Regular Rate Issue)	7,506 Workweeks	$16.82 average regular rate of pay	Negligible, if any value	**Negligible, if any value**
Meal Period Violations	7,506 Workweeks	$16.82 average hourly rate	13,945 unique meal break violations (based on expert analysis of records)	**$117,277.45***
Rest Period Violations	7,506 Workweeks	$16.82 average hourly rate	26,381 unique rest break violations	**$110,932.11***
Unreimbursed Business Expenses	7,506 Workweeks	$30 / Class Member	Based on Expert Analysis of Records	**$2,010.00****
Labor Code § 203	Based on approx. 240 terminated employees within the 3-year SOL	$16.82 average hourly rate / 30-day max.	Assumes 6.6 hours/day	**$69,982.60*****
Labor Code § 226	Based on approx. 137 employees within the 1-year SOL	$50 per initial pay period /$100 per subsequent pay periods /$4,000 employee max.	Based on 3,412 pay periods within the 1-year SOL	**$54,800.00*****

PAGA	Based on 3,412 pay periods within the 1-year SOL	$100 per pay period	Based on 3,412 pay periods within the 1-year SOL	**$34,120.00*** **
Total				**$409,127.04**
* These figures are discounted based on a 35% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 25% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits.[2]				

17. As discussed above, Plaintiff's unpaid wages claim is due to allegations that Defendant implemented an unlawful policy during the statutory period whereby Class Members were not paid based on actual hours worked but rather on rounded hours, resulting in unpaid minimum, overtime, and double-time wages. A review of Defendant's pay and time records demonstrates that Defendant rounded Class Members' time to the nearest quarter hour, despite having recorded employees' times to the minute. Plaintiff's expert reviewed the sample records Defendant produced and thus determined that Defendant's rounding practice resulted in a gross 1,124 unpaid hours. However, Defendant argues its rounding policy is in accordance with California law and neutral on its face as some employees were overpaid due to rounding. After accounting for any overpaid hours, Plaintiff's expert determined there were a net 845 unpaid hours, resulting in $14,964.00 unpaid wages. As such, Defendant's rounding policy is not neutral. Although I believe there is merit to this claim, I acknowledge there is risk with certifying this claim and proof on the merits. Therefore, for purposes of settlement, I applied a 50% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $7,482.00 for the rounding claim**.

18. Plaintiff's unpaid wages claim is also due, in part, to allegations that Defendant did not compensate Class Members for all hours worked. Plaintiff alleges that she and Class Members were required to undergo extensive COVID screenings prior to being able to clock in. Plaintiff and Class Members were

[2] A discount for risk at certification and trial is reasonable because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. (*See* Findings of the Study of California Class Action Litigation, 2000-2006, available at http://www.courts.ca.gov/documents/class-action-lit-study.pdf.) Moreover, discounting is particularly warranted in this case because of the individualized and testimony-intensive nature of the wage claims and the existence of valid and enforceable arbitration agreements that could bar or limit the likelihood of any recovery whatsoever.

not reimbursed for this time. For purposes of mediation, Plaintiff's Counsel estimated Class Members spent an average of 3 minutes off-the-clock per shift during the Class Period. Plaintiff's Counsel and its data expert then estimated that Defendant failed to pay Class Members for approximately 2,924 hours, 3.7% of which was overtime, resulting in a maximum potential liability of $50,091.54. Defendant contended that all time worked was compensated, and that proving any such claim would prove that this issue is highly individualized and not susceptible to class-wide treatment. Additionally, "off-the-clock" claims are difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this claim – e.g. there are no records to be used as evidence. In light of these defenses, and for purposes of settlement, Plaintiff's Counsel discounted the maximum potential liability by 75% ($50,091.54 * .25). Accordingly, I arrived at **a realistic damage estimate of $12,522.89 for the off-the-clock work claim**.

19. As discussed above, Plaintiff's unpaid wages claim is also due to allegations that Defendant failed to incorporate all remuneration, including bonuses, commissions, and shift differentials, into Class Members' regular rate of pay for purposes of paying overtime and sick pay. Plaintiff's expert determined that Defendant's failure to incorporate these remunerations resulted in $102.00 of unpaid wages. However, Defendant argues these remunerations were discretionary, and therefore, Defendant was not required to incorporate those payments into the regular rate. Additionally, Defendant argues that the to the extent Defendant' failed to incorporate any of these renumerations, Defendant's exposure was *de minimis* given only 0.1% of pay periods included additional compensation and sick pay and only 2.8% of Class Members were impacted by sick pay. Given Defendant's defenses and due to the lack of written policies regarding criteria for bonus payments, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Accordingly, the **regular rate claim was determined to have negligible, if any, value.**

20. As discussed above, Plaintiff's meal period claim is based on allegations that due to the nature of their work, Class Members' meal breaks were often short, late, interrupted, and sometimes missed altogether. Plaintiff's expert reviewed the sample records that Defendant produced and thereby found 13,945 identifiable meal period violations, an 26.9% violation rate, resulting in an estimated maximum exposure of $234,554.90. Plaintiff's expert found that 84.2% of shifts between 5 and 6 hours did not have a recorded meal period; however, Defendant contends that many compliant meal breaks were taken and that where a violation

appears, it was a result of employees voluntarily waiving their break rights. Defendant also argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant meal periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods. Therefore, I believe a 50% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of $117,277.45 for the meal period claim**.

21. As discussed above, Plaintiff's rest period claim is based on allegations that due to the nature of their work, Class Members' rest periods were often short, late, interrupted, and sometimes missed altogether. Plaintiff's expert determined 26,381 unique rest period violations, and that Defendant did not pay any premium wages, resulting in an estimated maximum exposure of $443,728.42. Defendant maintains its compliance with all rest period obligations and that the putative Class was provided with the opportunity to take all rest periods to which they were entitled or otherwise voluntarily waived breaks. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant rest periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits, particularly as rest periods were not recorded nor are they required to be recorded under California law. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to rest periods. Therefore, I believe a 75% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of $110,932.11 for the rest period claim**.

22. The unreimbursed business expenses claim is based on the allegation that Defendant did not reimburse Class Members for all expenses Class Members incurred in direct consequence of the discharge of their duties. Plaintiff alleges that Plaintiff was required to use her personal cellphone to communicate with her manager and that employees were required to purchase face masks and uniforms for business purposes. The precise value of all necessary business expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation, Plaintiff's Counsel estimated Defendant owed approximately $30.00

to each Class Member in the statutory period and that Defendant's potential liability is $8,040.00. Defendant contends it complied with all its reimbursement obligations, that it provided Class Members with uniforms and face masks free of charge, and further, that the reimbursement claim would be difficult to certify, given the individualistic nature of this claim. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential liability by 75%. **Plaintiff's realistic recovery estimate for the unreimbursed expenses claim is therefore $2,010.00.**

23. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates Defendant's maximum potential exposure, prior to risk-adjustment, is $1,589,026.00, which breaks down as follows: $699,826.00 for waiting time penalties for approximately 240 terminated Class Members during the 3-year SOL; a $548,000.00 penalty for inaccurate wage statements based on approximately 137 Class Members within the 1-year SOL; and $341,200.00 for PAGA penalties based on the Court assessing a $100 penalty for each pay period containing a violation (approx. 3,412 PAGA Pay Periods). However, I believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties and given Defendant's defenses, including that any failure to pay all final wages at the time of separation was not willful or intentional and that to the extent Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's overall liability for statutory and civil penalties. Weighing these factors, I applied a 90% discount to each penalty (resulting in $69,982.60 for waiting time penalties, $54,800.00 for inaccurate wage statement penalties, and $34,120.00 for PAGA penalties) and accordingly arrived at **a realistic damage estimate of $158,902.60 for statutory and civil penalties**.

24. **Using these estimated figures, Plaintiff predicted the *realistic* recovery for all claims, including penalties, would be $409,127.04. This means the $375,000.00 gross settlement figure represents roughly 92% of the realistic (*risk-adjusted*) recovery.** This is an excellent result for the Class, particularly because, under the proposed Settlement Agreement, Class Members will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

25. While Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving the amounts of wages owed to each Class Member would be an expensive, time-consuming, and uncertain proposition.

26. Plaintiff's Counsel are also 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. 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.

27. The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff was able to pursue her claims on a class-wide basis and obtain certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class.

28. This Settlement avoids the risks, burdens, and the accompanying expense of further litigation. Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis, they have not conducted expert discovery or taken depositions. Moreover, preparation for class certification and a trial would remain for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

29. The Net Settlement Amount available for settlement payments is no less than **$160,250.00** for an estimated Class size of **268 individuals**.[3] As a result, it is estimated each Participating Class Member is eligible to receive an average benefit of approximately **$597.95** prior to tax withholdings on the wage portion of payments. Based on an estimated 7,506 Workweeks, **the average Workweek value is $21.35** ($160,250 / 7,506 Workweeks). Additionally, it is estimated there are **137 Aggrieved Employees** who are each receive an estimated average of **$95.80** from the total Individual PAGA Payments of $13,125.00, which results in an estimated **PAGA Pay Period value of $3.85** based on the estimated **3,412 PAGA Pay Periods** during the

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[3] The Net Settlement Amount is at least $375,000.00 less the following: $10,000.00 for the Class Representative Service Payment, $8,000.00 for the Administration Expenses Payment, $37,500.00 for the PAGA Penalties to the LWDA and to Aggrieved Employees, $131,250.00 for Class Counsel's attorneys' fees, and up to $28,000.00 for Class Counsel's litigation costs. (Settlement, ¶¶ 1.27, 3.)

PAGA Period. The actual amounts to Participating Class Members and Aggrieved Employees will vary based on each individual's duration of work during the Class Period or PAGA Period, respectively; thus, those who worked longer for Defendant during the relevant period will receive a benefit greater than the average estimated amount. Assuming a Class Member worked for one Workweek, the estimated lowest Individual Class Payment is $21.35, the average value of one Workweek. Assuming a Class Member worked for the entire duration of the Class Period, *i.e.*, approximately 235 weeks, the estimated highest Individual Class Payment is $5,017.25 ($21.35 x 235 Workweeks). Assuming an Aggrieved Employee worked for one PAGA Pay Period, the estimated lowest Individual PAGA Payment is $3.85, the average value of one PAGA Pay Period. Assuming an Aggrieved Employee worked for the entire duration of the PAGA Period, *i.e.*, approximately 118 pay periods, the estimated highest Individual PAGA Payment is $30.65 ($3.85 x 118 PAGA Pay Periods). The average, high, and low range of payments to Class Members and Aggrieved Employees will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data and will be provided to the Court in a motion for final approval.

30. The proposed settlement of $375,000.00 therefore represents a substantial recovery when compared to the reasonably forecasted recovery of the Class. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Settlement amount of $375,000.00 is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate.

THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

31. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated immensely with my office, and has taken many actions to protect the interests of the Class. Plaintiff provided valuable information regarding her hours worked and what duties were performed during those hours. Plaintiff also provided information regarding meal and rest periods taken and missed by Plaintiff and other Class Members. Plaintiff participated in decisions concerning this action, assisted in preparation for the full-day mediation session, and provided Plaintiff's Counsel with the names and contact information of potential witnesses in this action. Before we filed this case, Plaintiff worked with my office to determine the viability of her claims. Plaintiff also provided information and documents relating to her employment by Defendant. The information and documentation provided by Plaintiff was instrumental in establishing the wage and hour

violations alleged in this action, and the recovery provided for in the Settlement would have been impossible to obtain without her participation.

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

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

34. This class action would not have been possible without the aid of Plaintiff, who put her own time and effort into this litigation and placed herself at risk for the sake of the Class. The requested service payment is therefore reasonable to compensate Plaintiff for her active participation in this lawsuit, in addition to her general release of claims, both known and unknown.

MY EXPERIENCE AND QUALIFICATIONS

35. I received a B.A. in History in 1998 from UCLA, and 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 2019 to 2023.

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

37. 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.

38. 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 May 28, 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 pp. 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 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%. (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 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is $971.98 per hour ($948 Laffey Matrix rate + (2.53% x $948)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

39. 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 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. 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 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 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 & Yang, APC attorneys"); Martinez v. Bail Hotline Bail Bonds, Inc. (LASC No. BC700131) (class size approx. 173; lead counsel); Montoya v. Golden 1 Credit Union (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); Onofre v. Caitac Garment Processing, Inc. (LASC No. BC702283) (class size approx. 750; lead counsel); Rodriguez v. Rossmoyne, Inc. (LASC No. BC699137) (class size approx. 220; lead counsel); Sison v. Cha Hollywood Med. Ctr., L.P. (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); Slaughter v. ACA Sec. Stems, LP (LASC No. BC699137) (class size approx. 300; lead counsel); Taylor v. Sherman's Delicatessen & Bakery, LLC (LASC No. BC722765) (class size approx. 515; lead counsel); Vargas v. AMS Paving, Inc. (LASC No. BC722767) (case size approx. 260; lead counsel); Vertti v. Bagcraft Papercon III, LLC (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and Wallick v. Campbell Soup Supply Co., LLC (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

41. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice focuses on advocating for the rights of employees at the trial-court and appellate level. Prior to approximately June

2018, with the exception of a handful of cases, his practice focused on individual FEHA and wrongful termination claims, as well as individual wage-and-hour claims. In June 2018, Mr. Feghali became heavily involved in the firm's class action practice.

42. Mr. Feghali's current billing rate is $900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's 11+ years of experience out of law school, his Laffey Matrix rate with a 2.53% adjustment is $971.98 per hour ($948 Laffey Matrix rate + (2.53% x $948)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of $900.00 per hour is reasonable.

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

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

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

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

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

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

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

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

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

(i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of Hernandez v. CR Laurence, Inc., et al. (No. 20STCV32372), which was granted, in part, and denied, in part, in February 2024.

44. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage-and-hour class and representative actions. His fee has been approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over 100 wage-and-hour class actions, including obtaining preliminary and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal*. (No. 20STCV09876) ($5,000,000); *Stanley Black & Decker Wage and Hour Cases* (No. JCCP5218) ($3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-

CTL) ($2,250,000); *Duncan v. Infineon Technologies Americas Corp*. (No. 21STCV16872) ($2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) ($2,300,000); *Martinez, et al. v. Curative LLC* (No. 21STCV20778) ($1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) ($1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) ($1,800,000); *Fuentes v. Covid Clinic, Inc*. (No. CIVSB2106806) ($1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc*. (No. 3:20-cv-03047) ($3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) ($1,100,000); *Hammers v. Redwood Oil Co., Inc*. (No. SCV-269625) ($1,180,000); *Cuadras v. R.C. Wendt Painting, Inc*. (No. BC705964) ($1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282) ($1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) ($1,200,000); *Garcia v. Tri-Valley Plastering, Inc*. (No. 22CECG00591) ($1,250,000); *Garcia v. Tapia Enter., Inc*. ($2,137,651 for 507 class members); *Cha v. Center Point, Inc*. (No. CIV2102081) ($1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P*. (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) ($750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) ($1,250,000).

PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

45. 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 roughly 35 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 knowledge in areas of wage and hour class actions, PAGA representative actions, and labor and employment law generally, the substantive (state and federal) and procedural law of which is frequently evolving.

46. Moon Law Group, PC has been engaged in the practice of employment and labor law for over a decade, and presently focuses exclusively on plaintiffs' 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.

47. 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 proposed Settlement.

48. To my knowledge, I do not have any conflicts of interest with Plaintiff, other Class Members, or the proposed Administrator, and I am not related to Plaintiff. 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. We respectfully request to be appointed as Class Counsel, for settlement purposes.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

49. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to 35% of the Gross Settlement Amount (currently estimated to be $131,250.00), plus reimbursement for actual litigation costs not to exceed $28,000.00. (Settlement, ¶ 3.1.2.) The proposed award of attorneys' fees to Class Counsel in this case can be justified under either the lodestar method or the percentage/common fund recovery method. Plaintiff's Counsel, however, intend to base the proposed award of fees 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.

50. I am informed and believe that the fees and costs provision in the Settlement Agreement 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.

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

52. 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.

53. 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. 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.

54. As of the drafting of this motion, my office has incurred $24,433.90 in expenses litigating this action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs are below the maximum amount allowed under the Settlement, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.1.2.) Therefore, our costs should be reimbursed in full.

55. 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 included, without limitation, the following:

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

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

(c) Preparation and submission of Plaintiff's PAGA notice letter and amended 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 Defendant's counsel to obtain relevant documents and information through informal discovery;

(f) Contacting witnesses;

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

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

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

(j) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and proposed Class Notice thereto; and

(k) Preparation of the motion for preliminary approval and the accompanying filings.

56. 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 $375,000.00 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 May 28, 2026, at Los Angeles, California.

____

Kane Moon