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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MARIA CRISTINA SUAREZ aka MA CRISTINA
SUAREZ, individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

ADDLIFE, a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 25CV461397

CLASS AND REPRESENTATIVE ACTION

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

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

PRELIMINARY APPROVAL HEARING:

Date: February 3, 2026

Time: 1:30 p.m.

Dept.: 19

Judge: Hon. Theodore C. Zayner

Action Filed: March 19, 2025

Trial Date: Not set

I, KANE MOON, declare as follows:

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

CASE BACKGROUND AND PROCEDURAL HISTORY

2. This is a wage-and-hour class and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff seeks to represent a class of all persons employed by Defendant Addlife, Inc. (“Defendant”, together with Plaintiff, the “Parties”) as hourly-paid or non-exempt employees in the State of California during the Class Period, as set forth 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**. The proposed Class Notice is attached to the Settlement as **Exhibit A**.

3. Defendant provides interior plant design and maintenance services. Defendant employed Plaintiff and other non-exempt, hourly-paid employees during the Class Period. Plaintiff contends she and her coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

4. Plaintiff's claim for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiff and others Class Members for off-the-clock and overtime work and failed to incorporate all remuneration into Class Members' regular rate of pay for purposes of paying overtime pay, meal premiums, and sick pay. 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 purchase gloves and protective gear and use their

1 personal cellphone for work purposes without reimbursement from Defendant. Finally, Plaintiff also
2 brings derivative claims for waiting time penalties, wage statement violations, unfair business practices,
3 and civil penalties under PAGA.

4 5. Because of the foregoing alleged violations of various provisions of the Labor Code,
5 Plaintiff filed a class action on March 19, 2025, which alleges Defendant systematically: (1) failed to
6 pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4)
7 failed to authorize and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed
8 to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, and
9 (8) engaged in unfair business practices.

10 6. Pursuant to PAGA, on March 15, 2025, Plaintiff gave written notice to the California
11 Labor and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with
12 certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s
13 PAGA Notice is attached hereto as **Exhibit 2**. On May 21, 2025, Plaintiff timely filed a First Amended
14 Class and Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA
15 (the “Operative Complaint”). In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently
16 submitted to the LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned
17 case number. To date, the LWDA has not indicated its intent to investigate the alleged violations or
18 intervene in this Action.

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

13 DISCOVERY AND INVESTIGATION

14 8. The Parties agreed to mediate this action with Steve Rottman, Esq., an experienced class
15 and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
16 production of documents and information before mediation. Prior to mediation, Plaintiff obtained from
17 Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate
18 the claims asserted in this action. Defendant produced a statistically sound sample of electronic time and
19 pay records for approximately 20.4% of the putative Class, Plaintiff’s personnel file and time and pay
20 records, and Defendant’s written employment policies in effect during the Class Period. Defendant also
21 provided information regarding the estimated number of current and formerly employed Class Members,
22 Aggrieved Employees, and PAGA Pay Periods.

23 9. In preparation for mediation, Plaintiff’s Counsel reviewed and analyzed all the
24 information Defendant provided, including the sample records and documents regarding Defendant’s
25 wage-and-hour policies. Plaintiff’s Counsel retained a statistics expert to analyze the sample records and
26 prepare a damage analysis prior to the mediation. The sample time and pay records analyzed contained
27 17,569 actual shifts worked (representing about 16.63% of total shifts worked in the Class Period), which
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1 allowed Plaintiff's expert to prepare an analysis with a reasonable degree of certainty. In conjunction
2 with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law
3 regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel was able to
4 evaluate the probability of class certification, success on the merits, and Defendant's maximum and
5 realistic monetary exposure for all claims. Thus, Plaintiff's and her Counsel's familiarity with the facts
6 of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating
7 the Settlement.

8 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

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

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

21 KEY TERMS OF SETTLEMENT

22 12. GSA and Funding: The Gross Settlement Amount ("GSA") is \$450,000.00, subject to
23 potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.1.) Defendant
24 will separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class
25 Payments. (*Id.*) Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
26 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator
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no later than July 15, 2027, or after the court approves the Settlement, or the Effective Date, whichever is later. (*Id.* at ¶ 4.1.)

13. Class Size Estimates and Escalator Clause: Based on its records, Defendant believes that there are approximately 24,000 Workweeks wherein the alleged Class Member performed work and this estimate serves as the basis for Plaintiff's accepting the settlement. (*Id.* at ¶ 8.1.) If the number of actual Workweeks during the Class Period is more than 10% higher than the estimated Workweeks (i.e., exceeds 26,400 Workweeks), Defendant may, at its election, opt to (a) increase the Gross Settlement Amount in the exact proportionate amount as to any additional Workweeks above 26,400 or (b) end the Class Period on the date that the total Workweeks equals 26,400 Workweeks, provided that in no event shall the Class Period extend beyond the date the Court grants preliminary approval of the Settlement. (*Id.*) This election must be made prior to the issuance of a Class Notice/the Preliminary Approval Hearing, so that the Court is informed of the correct Class Period and the Class Notice is distributed to the correct individuals. (*Id.*)

14. Class Representative Service Payment: The Settlement includes a Class Representative Service Payment to the Class Representative, as approved by the Court, of not more than \$7,500.00, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee. (*Id.* at ¶¶ 1.14, 3.2.1.) This award is for initiating the Action and 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 ¶ 3.2.1.)

15. Class Counsel Fees and Expenses Payments: The Settlement provides for a Class Counsel Fees Payment of not more than 33 1/3%, which is currently estimated to be \$150,000.00, subject to the escalator clause, and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. (*Id.* at ¶ 3.2.2.) If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id.*) To date, my firm has incurred \$25,734.48 in actual litigation costs, and a true and correct copy of a report showing current costs is attached hereto as **Exhibit 4**.

1 16. Administration Expenses Payment: The Settlement provides an Administration
2 Expenses Payment to the Administrator, payable from the GSA, in an amount not to exceed \$8,000.00,
3 except for a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) In the event the amount
4 of actual administration costs is less and/or the amount approved by the Court is less than requested, the
5 Administrator will retain the remainder in the Net Settlement Amount. (*Id.*) The Parties jointly selected
6 Phoenix Class Action Administration Solutions (“Phoenix”) as the neutral entity to administer this
7 Settlement. (*Id.* at ¶¶ 1.2, 7.1.) A true and correct copy of Phoenix’s bid of \$7,500.00 is attached hereto
8 as **Exhibit 5**.

9 17. Aggrieved Employees; PAGA Period: Aggrieved Employees is defined as all persons
10 employed by Defendant as hourly-paid or non-exempt employees in the State of California during the
11 PAGA Period. (*Id.* at ¶ 1.4.) For purposes of Settlement, the “PAGA Period” is March 19, 2024, to the
12 date Class Members have worked an aggregate of 24,000 workweeks, as determined by the Settlement
13 Administrator based on Defendant's records, but in no event later than the date the Court grants
14 preliminary approval of the Settlement. (*Id.* at ¶ 1.30.)

15 18. PAGA Penalties; Individual PAGA Payments: The Settlement allocates PAGA
16 Penalties in the amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 65%
17 (\$19,500.00) allocated to the LWDA PAGA Payment and 35% (\$10,500.00) allocated to the Individual
18 PAGA Payments. (*Id.* at ¶¶ 1.33, 3.2.5.) Each Aggrieved Employee will be entitled to a pro rata share
19 of the 35% share of the PAGA Penalties directly proportional to their number of PAGA Pay Periods.
20 (*Id.* at ¶ 3.2.5.1.) This results in an average Individual PAGA Payment of about **\$88.24** for each of the
21 estimated 119 Aggrieved Employees (\$10,500.00 / 119), and a PAGA Pay Period value of about **\$2.67**
22 for each of the 3,938 estimated Pay Periods in the PAGA Period (\$10,500.00 / 3,938).

23 19. Net Settlement Amount: It is the Gross Settlement Amount and less the following
24 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
25 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
26 Expenses Payment, and the Administration Expenses Payment. (*Id.* at ¶¶ 1.27, 3.1.) The remainder is to
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1 be paid to Participating Class Members as Individual Class Payments. (*Id.* at ¶ 1.27.) Accordingly, the
2 Net Settlement Amount will be *no less than* **\$224,500.00** for an estimated Class of **250 individuals**.¹

3 20. Class Members/Period: The Settlement Class is defined as all persons employed by
4 Defendant as hourly-paid or non-exempt employees in the State of California during the Class Period.
5 (*Id.* at ¶ 1.5.) For purposes of Settlement, the “Class Period” is March 19, 2021 to the date Class Members
6 have worked an aggregate of 24,000 Workweeks, as determined by the Settlement Administrator based
7 on Defendant's records, but in no event later than the date the Court grants preliminary approval of the
8 Settlement. (*Id.* at ¶ 1.12.)

9 21. Individual Class Payments: Each Class Member who does not opt-out will be entitled
10 to a pro rata share of the Net Settlement Amount that is directly proportional to the number of
11 Workweeks worked during the Class Period. (*Id.* at ¶ 3.2.4.) The estimated **\$224,500.00** Net Settlement
12 Amount results in an average Individual Class Payment of roughly **\$898.00** for each of the estimated
13 250 Class Members ($\$224,500.00 / 250$),² and a Workweek value of roughly **\$9.35** for each of the 24,000
14 estimated Workweeks in the Class Period ($\$224,500.00 / 24,000$).

15 22. Tax Allocations: 20% of each Participating Class Member’s Individual Class Payment
16 will be allocated to settlement of wage claims (the “Wage Portion”). (*Id.* at ¶ 3.2.4.1.) 80% of each
17 Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for
18 interest and penalties (the “Non-Wage Portion”). (*Id.*) The Administrator will report the Individual
19 PAGA Payments on IRS 1099-MISC Forms. (*Id.* at ¶ 3.2.5.2)

20 23. Disbursement and Uncashed Funds: Disbursement will occur within 14 calendar days
21 of completed funding. (*Id.* at ¶ 4.2.) Class Members will not need to submit any claim form as a condition
22 of receiving individual settlement payments. (*Id.* at ¶ 3.1.) For any Class Member whose Individual Class

23 ¹ The Net Settlement Amount was calculated by deducting the following from the \$450,000.00 GSA:
24 \$7,500.00 for the Class Representative Service Payment, up to \$8,000.00 for the Administration Expenses
25 Payment, \$30,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$150,000.00 for the
Class Counsel Fees Payment, and up to \$30,000.00 for the Class Counsel Litigation Expenses Payment.
(Settlement, ¶¶ 3.1–3.2.5.)

26 ² At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will
27 be calculated by the Administrator following preliminary approval and receipt and processing of the Class
28 Data. (Settlement, ¶ 7.4.) The high and low range of payments will be provided to the Court in a motion for
final approval.

1 Payment check or Individual PAGA Payment check is uncashed and cancelled after 180 days after the
2 date of mailing (the “Void Date”), the Administrator shall transmit the funds represented by such checks
3 to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving
4 no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b). (*Id.* at
5 ¶¶ 4.2.1, 4.2.3.)

6 24. Release by Participating Class Members: All Participating Class Members, on behalf of
7 themselves and their respective former and present representatives, agents, attorneys, heirs,
8 administrators, successors, and assigns, release Released Parties from all claims, causes of action and
9 factual or legal theories that were alleged on behalf of Class Members in the Operative Complaint, or
10 reasonably could have been alleged based on the facts and legal theories contained in the Operative
11 Complaint during the Class Period. (*Id.* at ¶ 5.2.)

12 25. PAGA Release: The State of California, and anyone purporting to act on its behalf, will
13 release all claims for civil penalties under PAGA, based on the facts and Labor Code sections that were
14 alleged or reasonably could have been alleged in Plaintiff’s PAGA letter and the Operative Complaint
15 during the PAGA Period. (*Id.* at ¶ 5.3.)

16 26. Plaintiff’s Waiver of Rights Under California Civil Code § 1542. For purposes of
17 Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if
18 any, of Section 1542 of the California Civil Code. (*Id.* at ¶ 5.1.2.)

19 27. Effective Date of claims releases: The release of all claims will be effective on the date
20 when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes
21 owed on the Wage Portion of the Individual Class Payments. (*Id.* at ¶ 5.)

22 28. Released Parties: Defendant, and any predecessor, successor, subsidiary, parent,
23 affiliated or related entity, and each of their owners, managerial employees, agents, directors, and/or
24 officers. (*Id.* at ¶ 1.40.)

25 29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be
26 mailed via first-class U.S. mail in English and Spanish to the current address of each Class Member. (*Id.*
27 at ¶ 7.5.2.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the
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1 Settlement, the estimate the dollar amounts of each Individual Class Payment and/or Individual PAGA
2 Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and
3 PAGA Pay Periods (if applicable) used to calculate these amounts, the Final Approval Hearing
4 information, the procedure for disputing the number of Workweeks and/or Pay Periods credited to each
5 Class Members, and how Class Members may, should they choose, opt-out or otherwise object to the
6 Settlement. (*Id.* at ¶¶ 7.5.2–7.8.3, Ex. A.)

7 30. No Related Actions: The Parties, Class Counsel and Defense Counsel represent that they
8 are not aware of any other pending matter or action asserting claims that will be extinguished or affected
9 by the Settlement. (*Id.* at ¶ 2.8.)

10 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

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

19 32. Based on Plaintiff’s Counsel’s review of the time, payroll, and additional data provided
20 by Defendant, on Plaintiff’s expert’s analysis of the sample records provided by Defendant, and on
21 information from Plaintiff, Plaintiff’s Counsel evaluated the estimated maximum and risk-adjusted
22 exposure that Defendant faced. Based on a review of Defendant’s records, it is estimated that there are
23 approximately 250 Class Members who collectively worked 24,000 Workweeks during the Class Period,
24 and 119 Aggrieved Employees who collectively worked 3,938 PAGA Pay Periods during the PAGA
25 Period. Additionally, there were an estimated 129 former employees falling for waiting time penalties,
26 that Class Members’ average hourly rate was \$23.38, and that the average regular hourly rate was \$23.44.

27 Accordingly, we calculated Defendant’s potential exposure as follows:
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Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	24,000 Workweeks	\$23.44 average regular rate	Based on Expert Analysis of Records	\$2,922.50*
Unpaid Wages (Off the Clock)	24,000 Workweeks	\$23.38 average hourly rate	18,400 net unpaid hours (assuming 10 minutes per shift) (94.1% overtime)	\$158,149.33**
Meal Period Violations	24,000 Workweeks	\$23.38 average hourly rate	710 unique meal break violations (based on expert analysis of violations)	\$8,299.90*
Rest Period Violations	24,000 Workweeks	\$23.38 average hourly rate	54,924 unique rest break violations (assuming 50% break violations for shifts of at least 3.5 hours)	\$321,030.78**
Unreimbursed Business Expenses Violations	24,000 Workweeks	\$15 per month	Assumes \$15 per month	\$22,500.00**
Labor Code § 203	Based on approx. 129 terminated employees within the 3-year SOL	\$23.38 average hourly rate / 30-day max.	Assumes 7.9 hours / day	\$71,691.90***
Labor Code § 226	Based on approx. 119 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 3,938 pay periods within the 1-year SOL	\$47,600.00***
PAGA	Based on 3,938 pay periods within the 1-year SOL	\$100 per pay period	Based on 3,938 pay periods within the 1-year SOL	\$39,380.00***
Total				\$671,574.41

* These figures are discounted based on a 50% probability of prevailing at class certification and on the merits.
** These figures are discounted based on a 25% probability of prevailing at class certification and on the merits.
*** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits.³

33. Plaintiff's unpaid wages claim is based in part on allegations that Defendant failed to incorporate all remuneration, including bonuses, into Class Members' regular rate of pay for purposes of paying overtime, meal premium and sick pay. Specifically, Plaintiff's expert reviewed the sample records Defendant produced and found 28 identifiable additional remunerations, coded as "BONUS", that were made yet not factored into the regular rate of pay, impacting 28.6% of Class Members for overtime pay, 30.6% of Class Members for sick pay and 12.2% of Class Members for meal break premium, resulting in a maximum exposure of \$5,845.00. However, Defendant argues these bonuses were discretionary, and therefore Defendant was not required to incorporate the payments into the regular rate, and that any failure to incorporate resulted in minimal exposure as only 18.5% of pay periods included overtime pay and additional payments, only 6.9% of pay periods included sick pay and additional payments, and only 0.4% of pay periods included meal break premium and additional compensation. 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. Therefore, I applied a 50% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of \$2,922.50 for the regular rate claim.**

34. Plaintiff's unpaid wages claim is also based on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock work. Plaintiff alleges that Plaintiff and other Class Members were required to continue working after clocking out. Based on information from Plaintiff and for purposes of mediation, Plaintiff's Counsel estimated Class Members spent an average 10 minutes off the clock per shift. Accordingly, Plaintiff's Counsel and data expert estimated Defendant

³ It is reasonable to apply discounts to account for risks at certification and trial, in part, because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement or as part of a contested certification motion. (See Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) Further, the likelihood that Defendant could assert viable legal defenses would likely further reduce its overall exposure.

1 failed to pay Class Members for approximately 18,400 hours, 94.1% of which should have been paid at
2 the overtime rate. From this, and in light of the average rates of the Class Members, Defendant's
3 estimated maximum potential liability is \$632,597.34. Defendant contends that all time worked was
4 compensated, that Class Members were not permitted to work off-the-clock, and that this claim is highly
5 individualized and not susceptible to class-wide treatment. I acknowledge that "off-the-clock" claims
6 are difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this
7 claim—there are no records to be used as evidence. In light of these defenses, and for purposes of
8 settlement, I discounted the maximum potential liability by 75%. **Plaintiff's realistic recovery estimate**
9 **for the unpaid wages claim due to off-the-clock work is therefore \$158,149.33.**

10 35. Plaintiff's meal period claim is based on allegations that due to the nature of their work,
11 and Defendant's practices and policies, Class Members were not always permitted or able to take meal
12 periods and/or were sometimes subjected to late, short and/or interrupted meal periods without
13 compensation in lieu thereof. The sample of time and corresponding payroll records for the putative
14 Class indicated that Defendant either failed to provide a meal period or provided a short and/or untimely
15 meal period 710 times throughout the Class Period, for a 3.9% violation rate. Plaintiff's Counsel and its
16 data expert then calculated that, in light of these violations and the average hourly rate of the putative
17 Class, that Defendant had a potential liability of \$16,599.80 (710 unique violations x \$23.38 avg. hourly
18 rate). Defendant contends that many meal breaks were taken and, where a violation appears, it was a
19 result of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the
20 fifth hour, or to stop his or her break early to return to work. Defendant also made a total of 581 premium
21 payments for non-compliant breaks. Moreover, certification and proof of this claim would require
22 declarations from Class Members and obtaining such declarations potentially could reveal that each
23 Class Member had a different experience with respect to meal periods. In light of these defenses, and
24 for purposes of settlement, Plaintiff's Counsel believe it reasonable to apply a 50% discount to the
25 potential liability. **Plaintiff's realistic recovery estimate for the meal period claim is therefore**
26 **\$8,299.90.**

27 36. The rest break claim is based also on allegations that due to the nature of their work,
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1 and Defendant's practices and policies, Class Members were regularly required to work in excess of
2 four consecutive hours, or a major fraction thereof, without authorization or permission to take a ten-
3 minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The precise
4 number of rest break violations could not be calculated since Defendant neither documented, nor is
5 required to document, when Class Members took their required rest breaks. Therefore, in preparation
6 for mediation, Plaintiff's Counsel assumed a 50% violation rate for shifts of at least to 3.5 hours in
7 length and, based on the average hourly rate of the putative Class, calculated Defendant's potential
8 liability to be \$1,284,123.12 (54,924 unique rest break violations x \$23.38 per hour). Defendant
9 contends rest periods do not have to be recorded, that Class Members voluntarily chose to forego some
10 rest breaks and, significant for purposes of class certification, that this claim is individualized in nature
11 and therefore would require declarations indicating the majority of Class Members experienced issues
12 as to rest breaks. In light of these defenses, and for purposes of settlement, I discounted Defendant's
13 potential liability by 75%. **Plaintiff's realistic recovery estimate for the rest break claim is therefore**
14 **\$321,030.78.**

15 37. The unreimbursed business expenses claim is based on the allegation that Defendant
16 did not reimburse Class Members for all expenses incurred for work purposes, including for the purchase
17 of gloves and protective gear and for the use of their personal cellphone for work purposes. The precise
18 value of all necessary business expenses Class Members incurred could not be calculated. Therefore, in
19 preparation for mediation, Plaintiff's Counsel estimated Defendant owed approximately \$15.00 a month
20 to each Class Member in the statutory period and that Defendant's potential liability is \$90,000.00.
21 Defendant contends it complied with all its reimbursement obligations, that it provided Class Members
22 with necessary tools, that cellphone use was not required for work, and further, that the reimbursement
23 claim would be difficult to certify, given the individualistic nature of this claim. In light of these
24 defenses, and for purposes of settlement, I discounted Defendant's potential liability by 75%. **Plaintiff's**
25 **realistic recovery estimate for the unreimbursed expenses claim is therefore \$22,500.00.**

26 38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
27 estimates Defendant's maximum potential recovery, prior to risk-adjustment, is \$1,586,719.00, which
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breaks down as follows: **\$716,919.00** for waiting time penalties for approximately 129 terminated Class Members in the 3-year SOL; a **\$476,000.00** penalty for inaccurate wage statements based on approximately 119 Class Members in the 1-year SOL; and **\$393,800.00** for PAGA penalties based on 3,938 Pay Periods and the Court assessing a \$100 penalty for each pay period containing a violation. 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 without limitation, 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. Furthermore, considering the underlying wage claims are realistically estimated to be \$512,902.51, awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 90% discount to each penalty (resulting in **\$71,691.90** for waiting time penalties, **\$47,600.00** for inaccurate wage statement penalties, and **\$39,380.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate of \$158,671.90 for statutory and civil penalties.**

39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all claims, including penalties, is \$671,574.41.** This means **the \$450,000.00 gross settlement figure represents about 67% 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.

40. With regards to the PAGA claims, 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. As a result of this litigation, Defendant has had to hire legal counsel, engage in informal class-wide discovery, and participate in mediation. Defendant will also have 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

1 as well as the employer's share of payroll taxes, Defendant will pay \$450,000.00 to resolve this matter—
2 of which \$30,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with
3 Labor Code section 2699 as 65% (\$19,500.00) to the LWDA and 35% (\$10,500.00) to Aggrieved
4 Employees—and the release obtained under the Settlement does not preclude Aggrieved Employees
5 from pursuing any individual claims they may have against Defendant or the other Released Parties.
6 Moreover, Plaintiff's Counsel are of the opinion that because the issues here are fairly contested, there
7 is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits
8 due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to
9 go to trial, any award granted would be at the discretion of the Court and subject to a substantial
10 reduction.

11 41. Further, Plaintiff's Counsel took into account the risk of not being able to proceed on a
12 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
13 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties
14 and in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff
15 would be successful at trial, assuming she is first able to certify the claims and defeat the manageability
16 issues presented at litigation, Plaintiff could be awarded substantially less than what was obtained
17 through the Settlement. In sum, the \$30,000 PAGA Penalties allocation under the Settlement constitutes
18 genuine and meaningful relief.

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

25 43. The Settlement obviates the significant risk that this Court may deny certification of all
26 or some of Plaintiff's claims. Plaintiff's Counsel took into account the risk of not prevailing at trial due
27 to low or no participation by Class Members. Indeed, the individualized and testimony-intensive nature
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1 of the claims could bar manageability of the representative claims or otherwise significantly reduce any
2 recovery whatsoever. For example, the rest period and unreimbursed expense claims are testimony-
3 driven claims and assume a 50% and 100% violation rate, respectively, which would not likely be
4 demonstrated at trial, as it assumes either the participation of a majority or all employees (which would
5 be difficult given the reality that many, if not all, employees would be unwilling to participate due to
6 fear of retaliation), or alternatively, the use of surveys or statistical data as a surrogate (which would still
7 require the participation of a majority of employees to establish a sound representation of all non-
8 exempts). Even assuming employees would be willing to participate, obtaining declarations would
9 potentially reveal that each individual employee had a different experience.

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

19 45. The proposed \$450,000.00 Settlement represents a substantial recovery when compared
20 to the reasonably forecasted recovery for the Class. When considering the risks of litigation, the
21 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and
22 the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness,
23 and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
24 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399,
25 408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff
26 class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount
27 that is in controversy and the realistic range of outcomes of the litigation"].)

1 THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

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

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

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

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

3 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

15 53. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage-and-
16 hour litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in
17 the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
18 <http://www.laffeymatrix.com/see.html> [last visited Sept. 23kl., 2026].) The Laffey Matrix is a “well-
19 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
20 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
21 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
22 upwards based on “locality pay differentials” and the location of counsel’s office in California to
23 determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to
24 the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential
25 of the District of Columbia and San Francisco, California, where counsel’s office was located].) To
26 determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality
27 pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based
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1 on my firm's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long
2 Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is
3 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los
4 Angeles-Long Beach, CA, Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-
5 Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long
6 Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and
7 **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate
8 with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)).
9 Accordingly, my current billing rate of \$950.00 per hour is reasonable.

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

55. 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.

56. 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.

57. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's 11+ years of experience out of law school, his Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of \$900.00 per hour is reasonable.

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

- 4 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath*
5 *Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order
6 on all causes of action following contested briefing in a wage-and-hour class action.
- 7 (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
8 *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and
9 taken under submission by the Court on February 3, 2022.
- 10 (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
11 *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- 12 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
13 motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No.
14 19STCV44400), which was granted in part and denied in part in October 2022.
- 15 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of
16 *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP
17 (RAOx)) 2020 WL 1934954, where defendant removed a wage-and-hour class alleging
18 that Plaintiffs’ claims were pre-empted by the Labor Management Relations Act.
- 19 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald,*
20 *U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There,
21 the Court of Appeal reversed a dismissal of an individual defendant following the trial
22 court’s granting of a demurrer without leave to amend relating to alter ego allegations.
- 23 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo*
24 *v. Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-
25 MRWx) 2018 WL 1352910. Defendants there sought to remove the case based on the
26 inclusion of a “sham defendant,” but the court agreed with Mr. Feghali’s briefing which
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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.

59. 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.

1 CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No. BC644129) (2,137 class
2 members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for 79 class members);
3 and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

4 MARIAM GHAZARYAN’S EXPERIENCE AND QUALIFICATIONS

5 60. Mariam Ghazaryan received a Bachelor of Arts in Political Science and a minor
6 in International Studies from the University of California, Irvine in 2017, and a Juris Doctorate from
7 Southwestern Law School in 2021. In law school, Ms. Ghazaryan served as a Judicial Extern for the
8 Honorable Michael R. Amerian of the Los Angeles County Superior Court and Articles Editor of the
9 Southwestern Journal of International Law. Ms. Ghazaryan was published in the Southwestern Journal
10 of International Law, Volume 21, No.1, 2021.

11 61. Ms. Ghazaryan became an Active Member of the State Bar of California in November 2021
12 and has been an Active Member in good standing continuously since. Ms. Ghazaryan is also a member
13 in good standing with the United States District Court for the Central, Eastern, Southern, and Northern
14 Districts and was selected by Super Lawyers as a “Southern California Rising Star” in 2024.

15 62. Ms. Ghazaryan is an attorney at Moon Law Group, P.C. and represents employees in all
16 aspects of employment litigation, including wage-and-hour class and representative actions involving
17 claims related to overtime and minimum wages, meal and rest break violations, improper wage
18 statements, the California Private Attorneys General Act, and unfair business practices.

19 63. Ms. Ghazaryan’s current billing rate is \$700.00 per hour, which is her usual hourly rate in
20 wage and hour litigations. Based on Ms. Ghazaryan’s nearly 5 years of experience, her Laffey Matrix
21 rate with a 2.53% adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x \$625)). (See Ex.
22 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Ghazaryan’s billing
23 rate of \$700.00 per hour is reasonable.

24 64. During her tenure with Moon Law Group, P.C., Ms. Ghazaryan has played a critical
25 role in obtaining outstanding results for employees who have been wronged by their employers. Ms.
26 Ghazaryan has been involved in all aspects of complex litigation, including assisting in class
27 certification motions in the following cases:

- 1 (a) *Duran v. Sun Valley Group* [certification was granted on multiple wage and
2 hour claims against Sun Valley Group];
- 3 (b) *Beard v. SMS Transportation* [certification was granted for a rest break claim
4 against SMS Transportation. Rest break claims are notably difficult to certify];
5 and
- 6 (c) *Evans v. Downtown Women's Center* [certification was granted for a regular
7 rate claim against Downtown Women's Center]

8 65. From November 2021 to the present, Ms. Ghazaryan has participated in the litigation
9 and/or resolution of approximately ninety wage-and-hour class and/or representative actions,
10 including successfully moving the Court for preliminary and final approval of settlements on the first
11 attempt.

12 MITCHELL H. MILLET'S EXPERIENCE AND QUALIFICATIONS

13 66. Mitchell H. Millet received a Bachelor of Arts in Philosophy and a minor in Business
14 Law from the University of Southern California in 2018, and a Juris Doctorate from Loyola Law
15 School, Los Angeles, in 2022.

16 67. Mr. Millet has been an active member in good standing of the State Bar of California
17 since October 2024. Mr. Millet is also a member in good standing with the United States District Court
18 for the Southern, Central, and Eastern Districts of California.

19 68. Mr. Millet is an associate attorney at Moon Law Group, P.C., and he represents
20 employees in employment litigation, including wage-and-hour class and representative actions
21 involving claims related to violations of the California Labor Code and pursuant to the California
22 Private Attorneys General Act.

23 69. Mr. Millet's current billing rate is \$450.00 per hour, which is his usual hourly rate in
24 wage and hour litigation matters. Based on Mr. Millet's 2 years of experience as a practicing attorney,
25 his Laffey Matrix rate with a 2.5% adjustment is \$520.70 per hour (\$508 Laffey Matrix rate + (2.5% x
26 \$508)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr.
27 Millet's billing rate of \$450.00 per hour is reasonable.
28

1 CLASS COUNSEL’S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

1 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

2 74. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up
3 to 33 1/3% of the Gross Settlement Amount, which is currently estimated to be \$150,000.00, and
4 litigation costs up to \$30,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees can be
5 justified under either the lodestar method or the percentage/common-fund recovery method. However,
6 we base the proposed fees award on the percentage method, as many of the entries in the time records
7 will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

23 78. Because most individuals cannot afford to pay for representation in litigation on an
24 hourly basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency
25 fee basis, including Plaintiff in this matter. Pursuant to this arrangement, we are not compensated for
26 our time unless we prevail at trial or successfully settle our clients' cases. Because Moon Law Group,
27 PC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
28

1 her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of
2 our representation, all we are to receive is our regular hourly rate for services. It is essential that we
3 recover more than our regular hourly rate when we win if we are to remain in practice so as to be able
4 to continue representing other individuals in civil rights employment disputes.

5 79. As of the drafting of this motion, my office has incurred \$25,734.48 in expenses
6 litigating this action, and we anticipate accruing additional costs up to final approval. These expenses
7 were reasonably necessary to the litigation and were actually incurred by my office. Moreover, because
8 total litigation costs are below the maximum amount allowed under the Settlement, the difference will
9 revert to Participating Class Members. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

- 13 (a) Numerous interviews with Plaintiff and review of documents provided by her;
- 14 (b) Legal research and investigation regarding Defendant's business and employment
15 practices at numerous points in the litigation;
- 16 (c) Preparation and submission of Plaintiff's PAGA notice;
- 17 (d) Preparation, finalization, and filing of multiple drafts of the original class action
18 complaint and subsequent first amended complaint;
- 19 (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel
20 regarding mediation and to obtain relevant documents and information through
21 informal discovery;
- 22 (f) Research and preparation of Plaintiff's mediation brief;
- 23 (g) Analysis of the discovery production and preparation of a damages model with the aid
24 of a statistics expert;
- 25 (h) Attendance and active participation at a full day of mediation;
- 26 (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- 27 (j) Preparation of the motion for preliminary approval and the accompanying filings;
- 28

- 1 (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- 2 (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class
- 3 Notice mailing, Class responses, and preliminary and final calculations;
- 4 (m) Anticipated preparation, finalization, filing, and service of a motion for final approval
- 5 and accompanying filings;
- 6 (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and
- 7 then monitoring of the distribution of funds following final approval; and
- 8 (o) Anticipated responding to Class Member inquiries and communicating with Plaintiff
- 9 regarding the case.

10 81. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint

11 resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less*

12 *than* \$450,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am

13 informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order

14 violations alleged in the Operative Complaint would have gone completely unremedied.

15 I declare under penalty of perjury under the laws of the State of California and the United States

16 that the foregoing is true and correct. Executed on September 29, 2026, at Los Angeles, California.

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18 _____

19 Kane Moon

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