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Alejandro Rubi

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

JUAN CARLOS RUBI and ALEJANDRO RUBI,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

vs.

WESTLAKE DISTRIBUTORS, LLC; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 25STCV07573

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, the
Declarations of Plaintiffs Juan Carlos Rubi and
Alejandro Rubi, the Declaration of Jodey
Lawrence, and [Proposed] Preliminary
Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: August 31, 2026

Time: 10:00 a.m.

Dept.: 6

Judge: Hon. Elihu M. Berle

Action Filed: March 17, 2025

Trial Date: Not set

I, KANE MOON, declare as follows:

CASE BACKGROUND AND PROCEDURAL HISTORY

3. Defendant is a food service company, specializing in wholesale produce distribution. Defendant employed Plaintiffs and other non-exempt, hourly-paid employees during the Class Period. Plaintiffs contend that they and their coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

4. Plaintiffs' claim for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiffs and others for all hours worked including as a result of working off-the-clock. Plaintiffs also claim that Defendant failed to incorporate all remuneration into employees' regular rate of pay for purposes of paying overtime, meal premium, or sick pay. Plaintiffs' meal and rest

1 period claims are based on allegations that due to the nature of their work, Class Members’ breaks were
2 often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all
3 premium wages for non-compliant breaks. Plaintiffs further bring a claim for unreimbursed necessary
4 business expenses based on allegations that Class Members were required to purchase shoes and use
5 their personal cellphones and vehicles for work purposes without reimbursement from Defendant.
6 Finally, Plaintiffs also bring derivative claims for waiting time penalties, wage statement violations,
7 unfair business practices, and civil penalties under PAGA.

8 5. Because of the foregoing alleged violations of various provisions of the Labor Code,
9 Plaintiffs filed a class action on March 17, 2025, which alleges Defendant systematically: (1) failed to
10 pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4)
11 failed to authorize and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed
12 to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, and
13 (8) engaged in unfair business practices.

14 6. Pursuant to PAGA, on March 9, 2025, Plaintiffs gave written notice to the California
15 Labor and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with
16 certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiffs’
17 PAGA Notice is attached hereto as **Exhibit 2**. The administrative exhaustion period under PAGA
18 expired without any notice from the LWDA of intent to investigate the allegations. On May 14, 2025,
19 Plaintiffs timely filed a First Amended Class and Representative Action Complaint to add a ninth cause
20 of action for civil penalties under PAGA (the “Operative Complaint”). In compliance with Labor Code
21 section 2699(s)(1), Plaintiffs subsequently submitted to the LWDA a file-stamped copy of the Operative
22 Complaint containing the Court-assigned case number. To date, the LWDA has not indicated its intent
23 to investigate the alleged violations or intervene in this Action.

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

18 DISCOVERY AND INVESTIGATION

19 8. The Parties agreed to mediate this action with Hon. Carl West, Esq. (Ret.), an
20 experienced class and PAGA action mediator. In preparation for mediation, Plaintiffs obtained from
21 Defendant, through informal and extensive discovery, information sufficient to meaningfully evaluate
22 the claims at issue in the Action. The informal discovery included written documents regarding
23 Defendant’s wage-and-hour policies and practices in effect during the Class Period, Plaintiffs’ personnel
24 files, timekeeping and payroll records, and demographic data, including total class size, number of
25 workweeks and pay periods. Prior to mediation, Defendant produced the time and pay data for a
26 randomized sample of approximately 20% of current and former non-exempt employees.

1 9. In preparation for mediation, Plaintiffs’ Counsel reviewed and analyzed all the
2 information Defendant provided, including the sample records and documents regarding Defendant’s
3 wage-and-hour policies. Plaintiffs’ Counsel retained a statistics expert to analyze the sample records and
4 prepare a damage analysis prior to the mediation. The sample time and pay records analyzed contained
5 9,961 actual shifts worked (representing roughly 25.38% of total shifts worked in the Class Period),
6 which allowed Plaintiffs’ expert to prepare an analysis with a reasonable degree of certainty. In
7 conjunction with their extensive factual investigation, Plaintiffs’ Counsel also investigated the
8 applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiffs’
9 Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant’s
10 maximum and realistic monetary exposure for all claims. Thus, Plaintiffs’ and their Counsel’s familiarity
11 with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in
12 negotiating the Settlement.

13 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

14 10. On March 10, 2026, the Parties participated in a full day of private mediation with Hon.
15 Carl West, Esq. (Ret.). The negotiations were at arm’s length and, although conducted in a professional
16 manner, were adversarial. The Parties went into the mediation willing to explore the potential for a
17 settlement of the dispute, but each side was also prepared to litigate their position through trial and
18 appeal if a settlement had not been reached. After a full discussion regarding the strengths and
19 weaknesses of Plaintiffs’ claims and Defendant’s defenses and with the assistance of the mediator, the
20 Parties reached a resolution, the material terms of which are set out in the Settlement.

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

26 KEY TERMS OF SETTLEMENT

27 12. GSA and Funding: The Gross Settlement Amount (“GSA”) is \$250,000, subject to
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1 potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.1.) Defendant
2 will separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class
3 Payments. (*Id.*) Within 30 calendar days of the Effective Date, Defendant shall fund the Gross Settlement
4 Amount and its employer-share of payroll taxes by transmitting the funds into a Qualified Settlement
5 Fund (“QSF”) established and maintained by the Administrator. (*Id.* at ¶ 4.3.)

6 13. Class Size Estimates and Escalator Clause: The Gross Settlement Amount was
7 negotiated based on Defendant's estimate that the Class includes approximately 8,147 Workweeks
8 during the Class Period. (*Id.* at ¶ 8.) If the actual number of Workweeks is more than 10% greater than
9 this estimated count (i.e., if the actual number of Workweeks exceeds 8,962), Defendant agrees to
10 increase the Gross Settlement Amount in the exact proportionate amount as to any additional Workweeks
11 above the 8,962 threshold. (*Id.*)

12 14. Class Representative Enhancement Award: The Settlement includes a payment up to
13 \$7,500.00 each payable from the GSA, subject to the Court’s approval, to Plaintiffs as the Class
14 Representatives, in addition to the amounts they are eligible to receive as Class Members. (*Id.* at ¶¶ 1.14,
15 3.2.1.) This award is in exchange for a general release, and in recognition of having initiated the Action,
16 provided services in support thereof, and incurred risks inherent in the role of named Plaintiffs. (*Id.* at ¶
17 1.14.) In the event the award finally approved is less, the difference will revert to Participating Class
18 Members. (*Id.* at ¶ 3.2.1.)

19 15. Class Counsel Fees and Costs Payments: The Settlement permits a fee application of not
20 more than one-third of the GSA (currently estimated to be \$83,333.33), for reasonable attorneys’ fees,
21 plus reimbursement for actual litigation costs not to exceed \$25,000.00, payable to Class Counsel from
22 the GSA. (*Id.* at ¶ 3.2.2.) In the event the amounts finally approved are less, the difference will revert to
23 Participating Class Members. (*Id.*) To date, my firm has incurred \$21,490.31 in actual litigation costs,
24 and a true and correct copy of a report showing current costs is attached hereto as **Exhibit 4**.

25 16. Administration Expenses Payment: The Settlement provides an Administration
26 Expenses Payment to the Administrator, payable from the GSA, in an amount of \$7,750.00, except for
27 a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) In the event the amount of actual
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administration costs is less and/or the amount approved by the Court is less than requested, the difference will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action Administration Solutions (“Phoenix”) as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.2, 7.1.) A true and correct copy of Phoenix’s bid of \$7,750.00 is attached hereto as **Exhibit 5**.

17. Aggrieved Employees; PAGA Period: Aggrieved Employees is defined as all current and former non-exempt, hourly-paid employees of Defendant who worked for Defendant in California at any time during the PAGA Period, as well as any and all temporary non-exempt, hourly-paid employees who were placed by a temporary or staffing agency to perform work for Defendant in the State of California during the PAGA Period. (*Id.* at ¶ 1.4.) For purposes of Settlement, the “PAGA Period” is March 9, 2024, through May 9, 2026. (*Id.* at ¶ 1.31.)

18. PAGA Penalties; Individual PAGA Payments: The Settlement allocates \$25,000.00 from the GSA for settlement of the Released PAGA Claims, which will be distributed 65% (\$16,250.00) to the LWDA and 35% (\$8,750.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiff’s claims. (*Id.* at ¶¶ 1.34, 3.2.5.) Each Aggrieved Employee will be entitled to a pro rata share of the 35% share of the PAGA Penalties directly proportional to their number of PAGA Pay Periods. (*Id.* at ¶ 3.2.5.a.) This results in an average Individual PAGA Payment of roughly **\$42.68** for each of the estimated 205 Aggrieved Employees (\$8,750.00 / 205), and a PAGA Pay Period value of roughly **\$4.84** for each of the 1,808 estimated Pay Periods in the PAGA Period (\$8,750.00 / 1,808).

19. Net Settlement Amount: It means the Gross Settlement Amount, less the following payments in amounts as approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Enhancement Awards, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and Administration Expenses Payment. (*Id.* at ¶ 1.27.) The remainder is to be paid to Participating Class Members through Individual Class Payments. (*Id.*) Accordingly, the Net Settlement Amount will be *no less than* **\$93,916.67** for an estimated Class of **232 individuals**.¹

¹ The Net Settlement Amount was calculated by deducting the following from the \$250,000.00 GSA: \$7,500.00 each for the Class Representative Enhancement Awards, up to \$7,750.00 for the Administration Expenses Payment, \$25,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$83,333.33 for the Class Counsel Fees Payment, and up to \$25,000.00 for the Class Counsel Costs Payment. (Settlement, ¶¶ 3.2–3.2.5.)

1 20. Class Members/Period: The Settlement Class is defined as all current and former non-
2 exempt, hourly-paid employees of Defendant who worked for Defendant in California at any time during
3 the Class Period, as well as any and all temporary non-exempt, hourly-paid employees who were placed
4 by a temporary agency to perform work for Defendant in the State of California during the Class Period.
5 (*Id.* at ¶ 1.5.) For purposes of Settlement, the “Class Period” is March 17, 2021, through May 9, 2026.
6 (*Id.* at ¶ 1.12.)

7 21. Individual Class Payments: Each Class Member who does not opt-out will be entitled
8 to a pro rata share of the Net Settlement Amount that is directly proportional to the number of
9 Workweeks worked during the Class Period. (*Id.* at ¶ 3.2.4.) The estimated **\$93,916.67** Net Settlement
10 Amount results in an average Individual Class Payment of roughly **\$404.81** for each of the estimated
11 232 Class Members ($\$93,916.67 / 232$),² and a Workweek value of roughly **\$11.53** for each of the 8,147
12 estimated Workweeks in the Class Period ($\$93,916.67 / 8,147$).

13 22. Tax Allocations: 20% of each Participating Class Member’s Individual Class Payment
14 shall be allocated to settlement of wage claims (the “Wage Portion”). (*Id.* at ¶ 3.2.4.a) 80% of each
15 Participating Class Member’s Individual Class Payment shall be allocated to settlement of claims for
16 penalties and interest (the “Non-Wage Portion”). (*Id.*)

17 23. Disbursement and Uncashed Funds: Disbursement will occur within 14 days of
18 completed funding. (*Id.* at ¶ 4.4.) Class Members will not need to submit any claim form as a condition
19 of receiving individual settlement payments. (*Id.* at ¶ 3.1.) For any Class Member whose Individual Class
20 Payment and/or Individual PAGA Payment is uncashed after 180 days from date of mailing (the “Void
21 Date”), the Administrator shall cancel those checks and transmit the funds represented by such checks
22 to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California
23 Civil Code section 1500, et seq., in the name of each individual who failed to timely cash his or her
24 check, until such time that he or she claims his or her property, thereby leaving no “unpaid residue” in
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26 ² At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will
27 be calculated by the Administrator following preliminary approval and receipt and processing of the Class
28 Data. (Settlement, ¶ 7.2.) The high and low range of payments will be provided to the Court in a motion for
final approval.

1 accordance with the requirements of California Code of Civil Procedure section 384(b). (*Id.* at ¶¶ 4.4.1,
2 4.4.3.)

3 24. Released Class Claims. All Participating Class Members, on behalf of themselves and
4 their respective former and present representatives, agents, attorneys, heirs, administrators, successors,
5 and assigns, release the Released Parties from all claims that were alleged in Plaintiffs’ Operative
6 Complaint or that reasonably could have been alleged based solely on the facts asserted therein. (*Id.* at
7 ¶ 5.2.) The Released Class Claims exclude any claims for vested benefits, unemployment benefits,
8 disability benefits, social security benefits or workers’ compensation benefits that arose at any time, any
9 claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class
10 Period. (*Id.*)

11 25. Released PAGA Claims. Plaintiffs and the LWDA are deemed to release, on behalf of
12 themselves and their respective former and present representatives, agents, attorneys, heirs,
13 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties which
14 were alleged, or reasonably could have been alleged, in Plaintiffs’ PAGA Notice to the LWDA and in
15 Plaintiffs’ Operative Complaint, including Labor Code sections 201, 202, 203, 204, 210, 226, 226.3,
16 226.7, 227.3, 510, 512, 558, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2699 (“Released
17 PAGA Claims”). (*Id.* at ¶ 5.3.) The Released PAGA Claims include only claims for penalties under
18 PAGA that arose during the PAGA Period. (*Id.*)

19 26. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For purposes of
20 Plaintiffs’ General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits,
21 if any, of California Civil Code section 1542, which read. (*Id.* at ¶ 5.1.1.)

22 27. Effective date of claims releases: The release of all claims becomes effective upon entry
23 of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and
24 its employer-share of payroll taxes: (*Id.* at ¶ 5.4.)

25 28. Released Parties: Defendant and each of its former, present, and/or future directors,
26 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents,
27 subsidiaries, affiliates, agents, and any other entities or persons acting by, through, under, or in concert
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1 with any of them that could be considered to have jointly employed the Settlement Class Members or
2 PAGA Group. (*Id.* at ¶ 1.40.)

3 29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be
4 mailed via first-class U.S. mail in English and Spanish to the current address of each Class Member. (*Id.*
5 at ¶ 7.2.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the
6 Settlement, the approximate amounts of attorneys' fees, costs, PAGA Penalties, and service award being
7 sought, an explanation of how the individual payments are calculated, the Final Approval Hearing
8 information, the procedure for disputing the number of Workweeks and/or Pay Periods credited to each
9 Class Members, and how Class Members may, should they choose, opt-out or otherwise object to the
10 Settlement. (*Id.* at ¶¶ 7.2-7.5, Ex. A.)

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

14 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

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

23 32. Based on Plaintiffs' Counsel's review of the time, payroll, and additional data provided
24 by Defendant, on Plaintiffs' expert's analysis of the sample records provided by Defendant, and on
25 information from Plaintiffs, Plaintiffs' Counsel evaluated the estimated maximum and risk-adjusted
26 exposure that Defendant faced. Based on a review of Defendant's records, it is estimated that there are
27 approximately 232 Class Members who collectively worked 8,147 Workweeks during the Class Period,
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and 205 Aggrieved Employees who collectively worked 1,808 PAGA Pay Periods during the PAGA Period. Additionally, there were an estimated 143 former employees falling within the three-year statute of limitations (“SOL”) period for waiting time penalties, that Class Members’ average hourly rate was \$21.52, and that the average regular hourly rate was \$22.21.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	8,147 Workweeks	\$22.21 average regular rate of pay	Based on Expert Analysis of Records	\$19,349.10*
Unpaid Wages (Off the Clock)	8,147 Workweeks	\$21.52 average hourly rate	3,259 net unpaid hours (assuming 5 minutes per shift; 82% overtime)	\$9,888.85**
Meal Period Violations	8,147 Workweeks	\$21.52 average hourly rate	20,977 unique meal break violations (based on expert analysis of records)	\$135,427.51*
Rest Period Violations	8,147 Workweeks	\$21.52 average hourly rate	19,435 unique rest break violations (assumes 50% violation rate for shifts of at least 3.5 hours)	\$41,824.12**
Unreimbursed Business Expenses Violations	8,147 Workweeks	\$25 per month	Assumes \$25 per month	\$5,091.88**
Labor Code § 203	Based on approx. 143 terminated employees within the 3-year SOL	\$21.52 average hourly rate/ 30-day max.	Assumes 8.1 hours / day	\$37,784.95***
Labor Code § 226	Based on approx. 205 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 1,808 pay periods within the 1-year SOL	\$8,527.50***

PAGA	Based on 1,808 pay periods within the 1-year SOL	\$100 per pay period	Based on 1,808 pay periods within the 1-year SOL	\$9,040.00***
Total				\$266,933.91
* These figures are discounted based on a 30% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.³				

33. As discussed above, Plaintiffs' unpaid wages claim is based 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. Plaintiffs' expert reviewed the sample records Defendant produced and found 26 identifiable additional remunerations labeled as "BONUS" that were made yet not factored into the regular rate of pay, impacting 20.8% of Class Members for sick pay, 2.1% of Class Members for meal premium pay, and 20.8% of Class Members for overtime pay, which results in a maximum exposure of \$64,497.00. However, Defendant argues these bonuses were discretionary, and therefore Defendant was not required to incorporate those payments into the regular rate. Additionally, Defendant argues that to the extent it failed to incorporate any of the additional payments into the regular rate of pay, this results in nominal exposure as only 21.7% of pay periods included overtime and additional compensation, only 18.7% of pay periods included sick pay and additional compensation, and 0.1% of pay periods included meal premium pay and additional compensation. Due to the lack of written policies regarding criteria for bonus payments and Defendant's minimal exposure, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Therefore, I applied a 70% discount to the maximum exposure figure; accordingly, I arrived at a **realistic damage estimate of \$19,349.10 for the regular rate claim.**

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 34. Plaintiffs’ unpaid wages claim is based on allegations that Defendant failed to pay all
2 minimum and overtime wages due to off-the-clock work performed related to time spent waiting to clock
3 in and out of work. Plaintiffs also allege that Class Members were required to answer their supervisors,
4 post-shift to address concerns regarding work. Plaintiff Juan Carlos alleged that he was consistently
5 contacted through his personal mobile after his shift to address logistical questions regarding his tasks.
6 Plaintiff Alejandro also alleged that he was routinely contacted by his manager 2-3 times per week to
7 discuss reports and inventory, after work hours. Therefore, Plaintiffs’ Counsel estimated Class Members
8 spent an average 5 minutes off the clock per shift. Accordingly, Plaintiffs’ Counsel and data expert
9 estimated Defendant failed to pay Class Members for approximately 3,259 hours, 82% of which should
10 have been paid at the overtime rate. From this, and in light of the average rates of the Class Members,
11 Defendant’s estimated maximum potential liability is \$98,888.49. Defendant contends that all time
12 worked was compensated, that the time spent waiting to clock in and out of work was *de minimis*, that
13 Class Members were not permitted to work off-the-clock, and that this claim is highly individualized
14 and not susceptible to class-wide treatment. I acknowledge that “off-the-clock” claims are difficult to be
15 tried on a class wide basis because there is no apparatus that can be used to prove this claim—there are
16 no records to be used as evidence. In light of these defenses, and for purposes of settlement, I discounted
17 the maximum potential liability by 90%. **Plaintiffs’ realistic recovery estimate for the unpaid wages**
18 **claim due to off-the-clock work is therefore \$9,888.85.**

19 35. Plaintiffs’ meal period claim is based on allegations that due to the nature of their work
20 and demands of business, as well as Defendant’s failure to provide or maintain sufficient meal period
21 practices, Class Members were not always permitted or able to take meal periods and/or were sometimes
22 subjected to late, short and/or interrupted meal periods without compensation in lieu thereof. The sample
23 of time and corresponding payroll records for the putative Class indicated that Defendant either failed
24 to provide a meal period or provided a short and/or untimely meal period 20,977 times throughout the
25 Class Period, resulting in a 55.3% violation rate. Plaintiffs’ Counsel and its data expert then calculated
26 that, in light of these violations and the average hourly rate of the putative Class, that Defendant had a
27 potential liability of \$451,425.04 (20,977 unique violations x \$21.52 avg. hourly rate). Defendant
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1 nonetheless contends that many meal breaks were taken and, where a violation appears, it was a result
2 of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the fifth
3 hour, or to stop his or her break early to return to work. In fact, Plaintiff's expert found that 52.8% of
4 the violations were accompanied with a meal break waiver. Moreover, certification and proof of this
5 claim would require declarations from Class Members and obtaining such declarations potentially would
6 reveal that each Class Member had a different experience with respect to meal periods. In light of these
7 defenses, and for purposes of settlement, Plaintiffs' Counsel believe it reasonable to apply a 70%
8 discount to the potential liability. **Plaintiffs' realistic recovery estimate for the meal period claim is**
9 **therefore \$135,427.51.**

10 36. The rest break claim is based on the allegation that due to the nature of their work and
11 demands of business, and the fact that Defendant did not provide or maintain sufficient rest break
12 practices, Class Members were regularly required to work in excess of four consecutive hours a day, or
13 a major fraction thereof, without authorization or permission to take a ten-minute, continuous and
14 uninterrupted rest period or without compensation in lieu thereof. The precise number of rest break
15 violations could not be calculated since Defendant neither documented, nor is required to document,
16 when Class Members took their required rest breaks. Therefore, in preparation for mediation, Plaintiffs'
17 Counsel assumed a 50% violation rate for shifts of at least 3.5 hours in length. Based on the average
18 hourly rate of the putative Class, Plaintiffs' Counsel calculated Defendant's potential liability to be
19 \$418,241.20 (19,435 unique rest break violations x \$21.52 per hour). Defendant nonetheless contends
20 rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks
21 and, significant for purposes of class certification, that this claim is individualized in nature and therefore
22 would require declarations indicating the majority of Class Members experienced issues as to rest
23 breaks. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential
24 liability by 90%. **Plaintiffs' realistic recovery estimate for the rest break claim is therefore**
25 **\$41,824.12.**

26 37. The unreimbursed business expenses claim is based on the allegation that Defendant
27 did not reimburse Class Members for all expenses incurred in direct consequence of the discharge of
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1 duties, including expenses incurred for the purchase of shoes, for the use of their personal vehicle, and
2 for the use of their personal cellphone for work purposes. The precise value of all necessary business
3 expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation,
4 Plaintiffs' Counsel estimated Defendant owed approximately \$25.00 a month to each Class Member in
5 the statutory period. As a result, Defendant's potential liability is estimated to be \$50,918.75. Defendant
6 contends it complied with all its reimbursement obligations, that it provided Class Members with
7 necessary tools, that cellphone use was not required for work, and further, that the reimbursement claim
8 would be difficult to certify, given the individualistic nature of this claim. In light of these defenses, and
9 for purposes of settlement, I discounted Defendant's potential liability by 90%. **Plaintiffs' realistic**
10 **recovery estimate for the unreimbursed expenses claim is therefore \$5,091.88.**

11 38. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs
12 estimate Defendant's maximum potential recovery, prior to risk-adjustment, is \$1,107,049.00, which
13 breaks down as follows: **\$755,699.00** for waiting time penalties for approximately 143 terminated Class
14 Members in the 3-year SOL; a **\$170,550.00** penalty for inaccurate wage statements based on
15 approximately 205 Class Members in the 1-year SOL; and **\$180,800.00** for PAGA penalties based on
16 1,808 Pay Periods and the Court assessing a \$100 penalty for each pay period containing a violation.
17 However, I believe it would be unrealistic to expect the Court to award the full exposure amount given
18 the discretionary nature of awarding penalties and given Defendant's defenses, including without
19 limitation, that any failure to pay all final wages at the time of separation was not willful or intentional
20 and that to the extent Plaintiffs received wage statements that were allegedly inaccurate, Plaintiffs
21 suffered no actual resulting damage or harm. Moreover, I understand the individualized and testimony-
22 intensive nature of the wage claims could bar class certification or otherwise significantly reduce
23 Defendant's overall liability for statutory and civil penalties. Furthermore, considering the underlying
24 wage claims are realistically estimated to be \$211,581.46, awarding such a disproportional amount in
25 penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount to
26 each penalty (resulting in **\$37,784.95** for waiting time penalties, **\$8,527.50** for inaccurate wage statement
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penalties, and \$9,040.00 for PAGA penalties) and accordingly arrived at **a realistic recovery estimate of \$55,352.45 for statutory and civil penalties.**

39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all claims, including penalties, is \$266,933.91.** This means **the \$250,000.00 gross settlement figure represents about 94% 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 as well as the employer's share of payroll taxes, Defendant will pay no less than \$250,000.00 to resolve this matter—of which \$25,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699 as 65% (\$16,250.00) to the LWDA and 35% (\$8,750.00) to Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved Employees from pursuing any individual claims they may have against Defendant or the other Released Parties. Moreover, Plaintiffs' Counsel are 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 Plaintiffs 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.

41. Further, Plaintiffs' Counsel took into account the risk of not being able to proceed on a representative basis due to the potential manageability issues and that even if Plaintiffs prevailed at trial, penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiffs

1 would be successful at trial, assuming they are first able to certify the claims and defeat the manageability
2 issues presented at litigation, Plaintiffs could be awarded substantially less than what was obtained
3 through the Settlement. In sum, the \$25,000 PAGA Penalties allocation under the Settlement constitutes
4 genuine and meaningful relief.

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

11 43. The Settlement obviates the significant risk that this Court may deny certification of all
12 or some of Plaintiffs' claims. Plaintiffs' Counsel took into account the risk of not prevailing at trial due
13 to low or no participation by Class Members. Indeed, the individualized and testimony-intensive nature
14 of the claims could bar manageability of the representative claims or otherwise significantly reduce any
15 recovery whatsoever. For example, the rest period claim and reimbursement claim are based on an
16 assumed 50% violation rate and a 100% violation rate, respectively, which would not likely be
17 demonstrated at trial, as it assumes either the participation of a majority or all employees (which would
18 be difficult given the reality that many, if not all, employees would be unwilling to participate due to
19 fear of retaliation), or alternatively, the use of surveys or statistical data as a surrogate (which would still
20 require the participation of a majority of employees to establish a sound representation of all non-
21 exempts). Even assuming employees would be willing to participate, obtaining declarations would
22 potentially reveal that each individual employee had a different experience.

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

5 45. The proposed \$250,000.00 Settlement represents a substantial recovery when compared
6 to the reasonably forecasted recovery for the Class. When considering the risks of litigation, the
7 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and
8 the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness,
9 and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
10 Cal.App.4th 116, 133; see *Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399,
11 408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff
12 class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount
13 that is in controversy and the realistic range of outcomes of the litigation"].)

14 THE ENHANCEMENT AWARDS TO PLAINTIFFS ARE REASONABLE

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

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

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

9 49. This class action would not have been possible without the aid of Plaintiffs, who put
10 their own time and effort into this litigation and placed themselves at risk for the sake of the Class. The
11 requested enhancement awards to Plaintiffs for their services as the Class Representatives are relatively
12 small amounts of money considering the time and effort put into the litigation and compared to awards
13 granted in other class actions. The requested enhancement award is therefore reasonable to compensate
14 Plaintiffs for their active participation in this lawsuit, in addition to their general release of claims, both
15 known and unknown, and waiver of section 1542 rights.

16 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

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

23 54. I am experienced in prosecuting and defending employment matters, particularly class
24 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice
25 on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel
26 for other wage-and-hour class action lawsuits pending in various California counties, including in state
27 and federal courts. The following is a list of some of our recent class action settlements that have received
28

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

24 ALLEN FEGHALI’S EXPERIENCE AND QUALIFICATIONS

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

3 56. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice
4 focuses on advocating for the rights of employees at the trial-court and appellate level. Prior to
5 approximately June 2018, with the exception of a handful of cases, his practice focused on individual
6 FEHA and wrongful termination claims, as well as individual wage-and-hour claims. In June 2018, Mr.
7 Feghali became heavily involved in the firm’s class action practice.

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

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

- 16 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath*
17 *Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order
18 on all causes of action following contested briefing in a wage-and-hour class action.
- 19 (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
20 *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and
21 taken under submission by the Court on February 3, 2022.
- 22 (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
23 *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- 24 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
25 motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No.
26 19STCV44400), which was granted in part and denied in part in October 2022.
- 27
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- 1 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of
2 *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP
3 (RAOx)) 2020 WL 1934954, where defendant removed a wage-and-hour class alleging
4 that Plaintiffs’ claims were pre-empted by the Labor Management Relations Act.
- 5 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald,*
6 *U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There,
7 the Court of Appeal reversed a dismissal of an individual defendant following the trial
8 court’s granting of a demurrer without leave to amend relating to alter ego allegations.
- 9 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo*
10 *v. Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-
11 MRWx) 2018 WL 1352910. Defendants there sought to remove the case based on the
12 inclusion of a “sham defendant,” but the court agreed with Mr. Feghali’s briefing which
13 argued that the individual defendant, who was alleged to have harassed the Plaintiffs under
14 FEHA, was a proper defendant.
- 15 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled
16 for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali
17 has resolved or assisted in the resolution of approximately 100 cases which has resulted in
18 millions of dollars of unpaid wages being returned to low-wage employees.
- 19 (i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
20 motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which
21 was granted, in part, and denied, in part, in February 2024.

22 59. Since June 2018, Mr. Feghali’s practice has shifted to almost exclusively representing
23 employees in wage-and-hour class and representative actions. His fee has been approved by Courts
24 throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of
25 over 100 wage-and-hour class actions, including obtaining preliminary and final approval of settlements.
26 A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the
27 following: *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Stanley Black &*
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1 *Decker Wage and Hour Cases* (No. JCCP5218) (\$3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-
2 00042702-CU-OE-CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No.
3 21STCV16872) (\$2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000);
4 *Martinez, et al. v. Curative LLC* (No. 21STCV20778) (\$1,500,000); *Calderon v. Installed Building*
5 *Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No.
6 CGC-20-582921) (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57);
7 *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills*
8 *Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625)
9 (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The*
10 *Roman Catholic Bishop of Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.*
11 (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591) (\$1,250,000);
12 *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members); *Cha v. Center Point, Inc.* (No.
13 CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No. BC644129) (2,137 class
14 members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for 79 class members);
15 and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

16 MARIAM GHAZARYAN’S EXPERIENCE AND QUALIFICATIONS

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

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

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

5 63. Ms. Ghazaryan's current billing rate is \$700.00 per hour, which is her usual hourly rate in
6 wage and hour litigations. Based on Ms. Ghazaryan's nearly 4 years of experience, her Laffey Matrix
7 rate with a 2.53% adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x \$625)). (See Ex.
8 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Ghazaryan's billing
9 rate of \$700.00 per hour is reasonable.

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

- 14 (a) *Duran v. Sun Valley Group* [certification was granted on multiple wage and
15 hour claims against Sun Valley Group];
16 (b) *Beard v. SMS Transportation* [certification was granted for a rest break claim
17 against SMS Transportation. Rest break claims are notably difficult to certify];
18 and
19 (c) *Evans v. Downtown Women's Center* [certification was granted for a regular
20 rate claim against Downtown Women's Center]

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

25 MITCHELL H. MILLET'S EXPERIENCE AND QUALIFICATIONS

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

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

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

9 69. Mr. Millet's current billing rate is \$450.00 per hour, which is his usual hourly rate in
10 wage and hour litigation matters. Based on Mr. Millet's 2 years of experience as a practicing attorney,
11 his Laffey Matrix rate with a 2.53% adjustment is \$520.85 per hour (\$508 Laffey Matrix rate + (2.53%
12 x \$508)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr.
13 Millet's billing rate of \$450.00 per hour is reasonable.

14 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

14 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

15 74. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up
16 to one-third of the Gross Settlement Amount (i.e., no less than \$83,333.33, subject to potential increase
17 under the escalator clause), and litigation costs up to \$25,000.00. (Settlement, ¶ 3.2.2.) The proposed
18 award of attorneys' fees can be justified under either the lodestar method or the percentage/common-
19 fund recovery method. However, we base the proposed fees award on the percentage method, as many
20 of the entries in the time records will have to be redacted to preserve attorney-client and attorney work
21 product privileges.

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

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

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

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

19 79. As of the drafting of this motion, my office has incurred \$21,490.31 in expenses
20 litigating this action, and we anticipate accruing additional costs up to final approval. These expenses
21 were reasonably necessary to the litigation and were actually incurred by my office. Moreover, because
22 total litigation costs are below the maximum amount allowed under the Settlement, the difference will
23 revert to Participating Class Members. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

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

81. Through the efforts of my office and Plaintiffs in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* \$250,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am

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

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct. Executed on July 20, 2026, at Los Angeles, California.

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Kane Moon
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