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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DIEGO CASILLAS, individually, and on behalf of all others similarly situated, Plaintiff, vs. WALKER FOODS, INC., a California corporation; and DOES 1 through 10, inclusive, Defendants.	Case No.: 25STCV07211 [Assigned to the Hon. Elihu M. Berle, Dept. 6] <u>CLASS AND REPRESENTATIVE ACTION</u> **DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT** [*Filed with Plaintiff's Notice of Motion and Memorandum of Points and Authorities, the Declaration of Plaintiff, Declaration of Jodey Lawrence Regarding Settlement Administration, and [Proposed] Preliminary Approval Order*] <u>PRELIMINARY APPROVAL HEARING</u>: Date: February 18, 2026 Time: 10:00 a.m. Dept.: 6 Judge: Hon. Elihu M. Berle Action Filed: March 12, 2025 FAC Filed: November 21, 2025 Trial Date: Not set

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

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

CASE BACKGROUND AND PROCEDURAL HISTORY

2. This is a wage-and-hour class and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff seeks to represent a class of all current and former non-exempt, hourly-paid employees who were employed by Defendant Walker Foods, Inc. ("Defendant") and worked for Defendant in California at any time during the Class Period, as set forth in the Class Action and PAGA Settlement Agreement and Class Notice (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**. A redlined version of the Settlement showing the changes made to the Los Angeles Superior Court Model Class Action and PAGA Settlement Agreement is attached hereto as **Exhibit 2**.

3. Defendant is a leading manufacturer of salsa and hot sauce. It offers tomato sauce, vinegars, mustard, and salsa for retail and food service trade. Defendant employed Plaintiff and other non-exempt, hourly-paid employees during the Class Period. Plaintiff contends that he and his 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 for off-the-clock work, failed to incorporate all renumeration into employees' regular rate of pay for purposes of paying overtime, meal break premiums, and sick pay, and that Defendant rounded employees' time to their detriment. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work, Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-compliant breaks. Plaintiff further brings a claim for unreimbursed necessary business expenses

based on allegations that due to the nature of their work, Plaintiff and Class Members purchased back-support, but were not reimbursed for their purchase despite Defendant being aware of it. Finally, Plaintiff also brings derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

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

6. Pursuant to PAGA, on March 9, 2025, Plaintiff gave written notice to the California Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code violations, with certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff's PAGA Notice is attached hereto as **Exhibit 3**. On November 21, 2025, Plaintiff timely filed a First Amended Class and Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA (the "Operative Complaint"). In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently submitted to the LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned case number. To date, the LWDA has not indicated its intent to further investigate the alleged violations or intervene in this Action other than its investigation as part of the May 23, 2025 Cure Conference initiated by Defendant.[1].

7. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Defendant asserts it complied with all its compensation obligations, including compensating Class Members

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[1] Following the Cure Conference, the LWDA allowed Defendant to attempt to cure violations that were contained in Plaintiff's PAGA notice letter. The LWDA later found that Defendant cured the following violations: unpaid wages for time spend completing Covid-19 screening prior to clocking in, failure to provide rest periods, failure to include non-discretionary bonuses into wage rage calculations, failure to pay all accrued and unused vacation at termination, and failure to reimburse employees for personal cell phone use and uniform purchases, and any violations derivative thereof. Plaintiff's claim for rounding, meal period violations, and off-the-clock work for work not including screening for Covid-19 was not cured. Additionally, the claims in Plaintiff's PAGA notice letter were for unpaid wages owed under the relevant statutes for three years preceding the notice date.

for any and all off-the-clock work and overtime work, and therefore, Plaintiff and other Class Members were paid all wages owed. Defendant argues it did not fail to incorporate any non-discretionary bonuses, shift differentials, or commissions into the regular rate of pay for purposes of paying overtime, meal break premiums, or sick pay, and that all bonuses were discretionary. Defendant argues its time-rounding practice is neutral on its face and in compliance with California law, and that it actually tracks employees time to the minute. Defendant maintains compliance with all its meal and rest period obligations, and any perceived violation of rest period obligations was cured already. Defendant asserts it complied with all its reimbursement obligations, and that Plaintiff and other employees were compensated for any and all business expenses necessarily incurred. To the extent employees received wage statements that were allegedly inaccurate, Defendant asserts employees suffered no actual damage or harm as a result. (*See, e.g.*, *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) With respect to Plaintiff's claim for waiting time penalties, Defendant alleges its good-faith belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiff cannot prove Defendant's alleged failure to pay all final wages at the time of separation was "willful." (*See, e.g.*, *Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others, Defendant denies all of Plaintiff's claims and allegations, and further claims it did not engage in any unfair business practices and denies liability under PAGA. Defendant also maintains the claims are improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims, that a majority of Class Members have signed individual settlement agreements, and that the LWDA found that Defendant cured many of the violations as alleged in Plaintiff's PAGA notice letter, which could bar class certification or significantly reduce Defendant's overall liability.

<u>DISCOVERY AND INVESTIGATION</u>

8. The Parties agreed to mediate this action with Michael Ludwig, Esq., an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal production of documents and information before mediation. Prior to mediation, Plaintiff obtained from

Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the claims asserted in this action. Defendant produced a statistically sound sample of time and pay records for 76 employees (representing approximately 97% of the Class), Plaintiff's personnel file and time and pay records, and Defendant's written employment policies in effect during the Class Period. Defendant also provided information regarding the estimated number of current and formerly employed Class Members, Aggrieved Employees, and PAGA Pay Periods.

9. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample records and documents regarding Defendant's wage-and-hour policies. Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to the mediation. The sample time and pay records analyzed contained 46,210 actual shifts worked (representing roughly 75% of total shifts worked in the Class Period), which allowed Plaintiff's expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff's and his Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

10. On October 21, 2025, the Parties participated in a full day of private mediation with Michael Ludwig, Esq. The negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After a full discussion regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses and with the assistance of the mediator, the Parties reached a resolution, the material terms of which are set out in the Settlement.

11. In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the proposed Settlement has been submitted to the LWDA along with a copy of Plaintiff's preliminary approval

motion and the hearing date. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 4**. To date, the LWDA has not indicated any objection to the Settlement.

KEY TERMS OF SETTLEMENT

12. GSA and Funding: The Gross Settlement Amount ("GSA") is $230,000.00, subject to potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.1.) Defendant will separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*) Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date. (*Id.* at ¶ 4.1.)

13. Escalator Clause: Defendant estimates that, as of the date of the mediation, there are 78 Class Members, and contends that, as of the date of the mediation, 57 of the Class Members have signed individual settlement agreements and 21 of the Class Members have not signed individual settlement agreements. (*Id.* at ¶ 8.) Defendant estimates that the number of workweeks worked by the 78 Class Members during the Class Period up to the date of mediation is approximately 13,527. (*Id.*) Should the total workweeks worked by these 78 Class Members during the Class Period up to the date of mediation be more than 10% greater than 13,527 during the Class Period (i.e., more than 14,880), the Gross Settlement Amount is to be increased proportionally by the workweeks worked by these 78 Class Members in excess of 14,880 workweeks multiplied by the per workweek value. (*Id.*) This election will 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 payment up to $7,500.00 payable from the GSA, subject to the Court's approval, to Plaintiff as the Class Representative, in addition to the amount he is eligible to receive as a Class Member. (*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.) In the event the award finally approved is less, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.2.1.)

15. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment: The Settlement permits a fee application of not more than one-third of the GSA (currently estimated to be $76,666.66) for

reasonable attorneys' fees, plus reimbursement for actual litigation costs not to exceed $16,000.00, payable to Class Counsel from the GSA. (*Id.* at ¶ 3.2.2.) In the event the amounts finally approved are less, the difference will revert to Participating Class Members. (*Id.*) To date, my firm has incurred $15,774.92 in actual litigation costs, and a true and correct copy of a report showing current costs is attached hereto as **Exhibit 5**.

16. Administration Costs Payment: The Settlement provides an Administration Expenses Payment to the Administrator, payable from the GSA, in an amount not to exceed $10,000.00, except for a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) In the event the amount of actual 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.) A true and correct copy of Phoenix's bid of $4,175.00 is attached hereto as **Exhibit 6**.

17. PAGA Penalties; Individual PAGA Payments: The Settlement allocates $23,000.00 from the GSA for settlement of the Released PAGA Claims, which will be distributed 65% ($14,950.00) to the LWDA and 35% ($8,050.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiff's claims.[2] (*Id.* at ¶¶ 1.33, 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 ¶ 3.2.5.1.) This results in an average Individual PAGA Payment of roughly **$123.85** for each of the estimated 65 Aggrieved Employees ($8,050.00 / 65), and a PAGA Pay Period value of roughly **$1.70** for each of the 4,748 estimated Pay Periods in the PAGA Period ($8,050.00 / 4,748).

18. Net Settlement Amount: After deducting the Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment from the GSA, in the amounts specifically approved by the Court, any difference in the amounts requested and the amounts awarded will be allocated

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[2] On July 1, 2024, new legislation was enacted to amend PAGA in several respects, including as to the recovery split for civil penalties. (Stats. 2024, ch. 44 (Assem. Bill No. 2288), § 1, eff. Jul. 1, 2024.) As amended, PAGA now provides for a 65%-LWDA/45%-aggrieved employee split. (Lab. Code § 2699(m).) However, PAGA reform only applies to PAGA actions initiated on or after June 19, 2024. (*Id.* at § 2699(v)(1).)

to the Net Settlement Amount for distribution to Participating Class Members. (*Id.* at ¶¶ 1.27, 3.2.) Accordingly, the Net Settlement Amount will be *no less than* **$96,833.33**[3] for an estimated Class of **78 individuals**.

19. Class Members/Period: The Settlement Class is defined as all persons employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the Class Period. (*Id.* at ¶ 1.9.) For purposes of Settlement, the "Class Period" is the period starting on March 12, 2021, and ending on January 21, 2026. (Settlement, ¶ 1.12.)

20. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks worked during the Class Period. (*Id.* at ¶ 3.2.4.) The estimated **$96,833.33** Net Settlement Amount results in an average Individual Class Payment of roughly **$1,241.45** for each of the estimated 78 Class Members $96,833.33 / 78), and a Class Workweek value of roughly **$7.16** for each of the 13,527 estimated Workweeks in the Class Period ($96,833.33 / 13,527) (*Id.* at ¶ 8.).

21. Tax Allocations: The 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). (*Id.* at ¶ 3.2.4.1.) The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. (*Id.*) 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). (*Id.*) Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. (*Id.* at ¶ 3.2.5.1.)

22. Disbursement and Uncashed Funds: Disbursement will occur within 14 days of completed funding. (*Id.* at ¶ 4.2.) Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (*Id.* at ¶ 3.1.) Any funds remaining uncashed after 180 days from issuance will be transmitted to the California State Controller's Unclaimed Property office in the name of each individual who failed to timely cash his or her check. (*Id.* at ¶¶ 4.2.1, 4.2.3.)

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[3] The Net Settlement Amount was calculated by deducting the following from the $230,000.00 GSA: $7,500.00 for the Class Representative Service Payment, up to $10,000.00 for the Administration Expenses Payment, $23,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, $76,666.66 for the Class Counsel Fees Payment, and up to $16,000.00 for the Class Counsel Litigation Costs Payment. (Settlement, ¶¶ 3.1–3.2.5.)

23. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged in the Operative Complaint or that reasonably could have been alleged based on the facts contained in the Operative Complaint, the facts contained in Plaintiff's PAGA Notice, or the facts ascertained during the Action, including, without limitation, any and all claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to reimburse expenses; (6) failure to pay final wages; (7) failure to provide accurate wage statements; and (8) unfair business practices. (*Id.* at ¶ 5.2.) Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (*Id.*)

24. PAGA Release: The State of California, and anyone purporting to act on its behalf, including Plaintiff, will release the Released Parties from all claims for PAGA penalties that were alleged in the Operative Complaint or that reasonably could have been alleged based on the facts stated in the Operative Complaint and/or the facts stated in the PAGA Notice and/or the facts ascertained in the course of the Action, including, without limitation, any and all claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to reimburse expenses; (6) failure to pay final wages; (7) failure to provide accurate wage statements; (8) unfair business practices; (9) failure to maintain accurate records of hours worked and meal periods; (10) failure to pay all accrued vacation wages at termination; and (11) failure to pay all earned wages under Labor Code section 204. (*Id.* at ¶ 5.3.)

25. Plaintiff's Section 1542 Release: For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if

known by him or her would have materially affected his or her settlement with the debtor or Released Party. (*Id.* at ¶ 5.1.2.)

26. Releases of Claims: Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties. (*Id.* ¶¶ at 5.0. *et seq*.)

27. Released Parties: Defendant and each of its former and present directors, officers, shareholders, owners, managing employees, members, attorneys, agents, insurers, predecessors, successors, assigns, subsidiaries, and affiliates. (*Id.* at ¶ 1.40.)

28. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed via first-class U.S. mail to the current address of each Class Member. (*Id.* at ¶ 7.5.2.) The proposed Class Notice with Spanish translation, is substantially in the form attached to the Settlement as **Exhibit A**. (*Id.*) The first page of the Class Notice shall prominently estimate the dollar amounts of each Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. (*Id.*; Ex. A.)

29. No Related Actions: To the best of my knowledge, there is no other pending litigation involving similar claims against Defendant that may be impacted by approval of the Settlement at issue, nor has Defendant pointed to any. (*Id.* at ¶ 2.6.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

30. Plaintiff's Counsel have conducted a thorough investigation into the facts of this case. As previously noted, the Settlement at issue was reached through arms'-length negotiations, private mediation, and the assistance of a statistics expert. Based on Defendant's informal class-wide discovery production, on Plaintiff's Counsel independent investigation and evaluation, and on their extensive experience in wage-and-hour litigation, Plaintiff's Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial

risk, appellate risk, and the defenses Defendant may assert both to certification and on the merits, the Settlement is in the best interest of the Class and LWDA.

31. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by Defendant, on Plaintiff's expert's analysis of the sample records provided by Defendant, and on information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on a review of Defendant's records and Defendant's estimate, there are approximately 78 Class Members who collectively worked 13,527 Workweeks during the Class Period. (Settlement, ¶ 8.) Additionally, there are an estimated 65 Aggrieved Employees who collectively worked 4,748 PAGA Pay Periods during the PAGA Period, and 16 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, and it is estimated that Class Members' average hourly rate was $27.30, and that the average regular hourly rate was $29.10.

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

Claim	**Relevant Time Period**	**Rate**	**Number of Violations**	**Realistic Recovery**
Unpaid Wages (Rounding)	13,527 Workweeks	$27.30 average hourly rate	6,720 net unpaid hours	**$45,864.00***
Unpaid Wages (Off the Clock)	13,527 Workweeks	$27.30 average hourly rate	2,063 net unpaid hours (assuming 2 minutes per shift) (89.2% overtime)	**$8,143.86****
Unpaid Wages (Regular Rate)	13,527 Workweeks	$29.10 average regular rate	Based on Expert Analysis of Records	**$31,084.95****
Meal Period Violations	13,527 Workweeks	$27.30 average hourly rate	41,737 unique meal break violations (69% net violation rate)	**$170,913.02***
Rest Period Violations	13,527 Workweeks	$27.30 average hourly rate	30,601 rest break violations (assuming 50% break violations for break-eligible	**$83,540.73*****

			shifts)	
Unreimbursed Business Expenses Violations	13,527 Workweeks	$25 / Class Member	Based on Expert Analysis of Records	**$195.00****
Labor Code § 203	Based on approx. 16 terminated employees within the 3-year SOL	$27.30 average hourly rate / 30-day max.	Assumes 8.7 hours / day	**$5,964.95*****
Labor Code § 226	Based on approx. 65 employees within the 1-year SOL	$50 per initial pay period / $100 per subsequent pay periods / $4,000 employee max.	Based on 4,748 pay periods within the 1-year SOL	**$12,630.00*****
PAGA	Based on 4,748 pay periods within the 1-year SOL	$100 per pay period	Based on 4,748 pay periods within the 1-year SOL	**$23,740.00*****
Total				**$382,076.50**
* 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 15% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits. **** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.[4]				

32. As discussed above, Plaintiff's unpaid wages claim is due to allegations that Defendant implemented an unlawful policy during the statutory period whereby Class Members were not paid based on actual hours worked but rather on rounded hours, resulting in unpaid minimum, overtime, and double-time wages. A review of Defendant's pay and time records demonstrates that Defendant tracked clock times of Plaintiff and Class Members to the minute. However, Defendant rounded the times, not on the clock-in and clock-out time, but when the total hours were calculated. Plaintiff's expert reviewed the

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

sample records Defendant produced and thus determined that Defendant's rounding practice resulted in a net 6,720 unpaid hours resulting in a maximum exposure of $183,456.00. Defendant argues its rounding policy is in accordance with California law and neutral on its face as some employees were overpaid due to rounding. Although I believe there is merit to this claim, I acknowledge there is risk with certifying this claim and proof on the merits. Additionally, this claim as alleged in Plaintiff's PAGA notice letter was not cured by Defendant after the LWDA Cure Conference. Therefore, for purposes of settlement, I applied a 75% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $45,864.00 for the rounding claim**.

33. Plaintiff's unpaid wages claim is based on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock work performed related to having to wait in line by Plaintiff and other Class Members to clock-in and -out each day. Plaintiff alleges that Defendant operates three time-clocks but one does not work. Therefore, Plaintiff's Counsel estimated Class Members spent an average 2 minutes off the clock per shift. Accordingly, Plaintiff's Counsel and data expert estimated Defendant failed to pay Class Members for approximately 2,063 hours, 89.2% of which should have been paid at the overtime rate. From this, and in light of the average rates of the Class Members, Defendant's estimated maximum potential liability is $81,438.58. Defendant contends that all time worked was compensated, that Class Members were not permitted to work off-the-clock, and that this claim is highly individualized and not susceptible to class-wide treatment. I acknowledge that "off-the-clock" claims are difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this claim—there are no records to be used as evidence. Moreover, this off-the-clock claim due to having to wait in line to log the time is not among those cured by Defendant. In light of these defenses, and for purposes of settlement, I discounted the maximum potential liability by 90%. **Plaintiff's realistic recovery estimate for the unpaid wages claim due to off-the-clock work is therefore $8,143.86.**

34. As discussed above, Plaintiff's unpaid wages claim is also due to allegations that Defendant failed to incorporate all non-discretionary bonuses into Class Members' regular rate of pay for purposes of paying overtime and sick pay. Specifically, Plaintiff's expert reviewed the sample records Defendant produced and found 534 identifiable additional renumerations that were made yet not factored into the regular

rate of pay, impacting 100% of Class Members for overtime pay, 98.4% of Class Members for sick pay, and 37.5% of Class Members for meal break premiums and resulting in a maximum exposure of $207,233.00. 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 7% of pay periods included sick pay and additional compensation and only 1.4% of pay periods included meal break premiums and additional compensation. Due to the lack of written policies regarding criteria for bonus payments and the fact that the LWDA confirmed Defendant cured this claim as alleged in Plaintiff's PAGA notice, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Therefore, I applied an 85% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $31,084.95 for the regular rate claim**.

35. Plaintiff's meal period claim is based on allegations that Defendant did not provide or maintain sufficient meal period practices, such that Class Members were not always permitted or able to take meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without compensation in lieu thereof. Plaintiff alleges that he and the Class Members would clock out for meal periods at the time-clock machine. A supervisor informed employees when to take their lunch and such employees would clock out at the same time. However, employees that produced sauce would be required to stay at their stations and wait until the machine was available before clocking out for lunch. The sample of time and corresponding payroll records for the putative Class indicated that Defendant auto-deducts meal breaks, which resulted in 41,737 unique meal break violations for a 69% violation rate. Plaintiff's Counsel and its data expert then calculated that, in light of these violations and the average hourly rate of the putative Class, that Defendant had a potential liability of $1,139,420.10 (41,737 unique violations x $27.30 avg. hourly rate). Defendant nonetheless contends that many meal breaks were taken and, where a violation appears, it was a result of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the fifth hour, or to stop his or her break early to return to work. Moreover, certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods. In light of these defenses, and for purposes

of settlement, Plaintiff's Counsel believe it reasonable to apply an 85% discount to the potential liability. **Plaintiff's realistic recovery estimate for the meal period claim is therefore $170,913.02.**

36. The rest break claim is based on the allegation that Defendant did not provide or maintain sufficient rest break practices, such that Class Members were regularly required to work in excess of four consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest break violations could not be calculated since Defendant neither documented, nor is required to document, when Class Members took their required rest breaks. Therefore, in preparation for mediation, Plaintiff's Counsel assumed a 50% violation rate for shifts greater than or equal to 3.5 hours in length and, based on the average hourly rate of the putative Class, calculated Defendant's potential liability to be $835,407.30 (30,601 unique rest break violations x $27.30 per hour). Defendant nonetheless contends rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks and, significant for purposes of class certification, that this claim is individualized in nature and therefore would require declarations indicating the majority of Class Members experienced issues as to rest breaks. Additionally, the LWDA determined that Defendant cured this claim as alleged in Plaintiff's PAGA notice letter. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential liability by 90%. **Plaintiff's realistic recovery estimate for the rest break claim is therefore $83,540.73**.

37. The unreimbursed business expenses claim is based on the allegation that Defendant did not reimburse Class Members for all expenses incurred in direct consequence of the discharge of duties. Plaintiff alleges that Plaintiff and other Class members had to purchase back-support due to the physical nature of the job, but were not reimbursed for its value despite Defendant having knowledge of such purchase. The precise value of all necessary business expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation, Plaintiff's Counsel estimated Defendant owed approximately $25.00 to each Class Member in the statutory period and that Defendant's potential liability is $1,950.00 ($25.00 x 78 Class Members). Defendant contends it complied with all its reimbursement obligations, that it the purchase of back-support was not mandatory, and further, that the reimbursement claim would be difficult to certify, given the individualistic nature of this claim. In light of these defenses, and for purposes of settlement, I

discounted Defendant's potential liability by 90%. **Plaintiff's realistic recovery estimate for the unreimbursed expenses claim is therefore $195.00.**

38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates Defendant's maximum potential recovery, prior to risk-adjustment, is $371,899.00, which breaks down as follows: **$119,299.00** for waiting time penalties for approximately 16 terminated Class Members in the 3-year SOL; a **$252,600.00** penalty for inaccurate wage statements based on approximately 65 Class Members in the 1-year SOL and based on 4,748 Pay Periods; and **$474,800.00** for PAGA penalties based on 4,748 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 and the LWDA's findings that Defendant cured many of the claims in Plaintiff's PAGA notice letter 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 $226,548.53, awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied an 95% discount to each penalty (resulting in **$5,964.95** for waiting time penalties, **$12,630.00** for inaccurate wage statement penalties, and **$23,740.00** for PAGA Penalties) and accordingly arrived at **a realistic recovery estimate of $42,334.95 for statutory and civil penalties**.

39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all claims, including penalties, is $382,076.50**. This means **the $230,000.00 gross settlement figure represents roughly 60% 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 regard 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. (Lab. Code §§ 2698, *et seq.*) 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 $230,000.00 to resolve this matter—of which $23,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699 as 65% ($14,950.00) to the LWDA and 35% ($8,050.00) 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, Plaintiff's 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 Plaintiff prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

41. Further, Plaintiff's 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 Plaintiff 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 Plaintiff would be successful at trial, assuming he is first able to certify the claims and defeat the manageability issues presented at litigation, Plaintiff could be awarded substantially less than what was obtained through the Settlement. In sum, the $23,000.00 PAGA Penalties allocation under the Settlement constitutes genuine and meaningful.

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

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

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

45. The proposed $230,000.00 Settlement represents a substantial recovery when compared to the reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed

on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic range of outcomes of the litigation"].)

THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

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

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

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

49. This class action would not have been possible without the aid of Plaintiff, who put his own time and effort into this litigation and placed himself at risk for the sake of the Class. The requested service payment to Plaintiff for his service as the Class Representative is a relatively small amount of money

considering the time and effort put into the litigation and compared to service payments granted in other class actions. The requested service payment is therefore reasonable to compensate Plaintiff for his active participation in this lawsuit, in addition to his general release of claims, both known and unknown, and waiver of section 1542 rights.

MY EXPERIENCE AND QUALIFICATIONS

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

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

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

53. My current billing rate is $950.00 per hour, which is my usual hourly rate in wage-and-hour litigations. A $950.00 per hour rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix, http://www.laffeymatrix.com/see.html [last visited Jan 6, 2025].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 7**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (*See, e.g.*, *id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the

Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 8** and **Exhibit 9**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is $971.98 per hour ($948 Laffey Matrix rate + (2.53% x $948)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

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

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

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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 $971.98 per hour ($948 Laffey Matrix rate + (2.5% x $948)). (*See* Ex. 7.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of $900.00 per hour is reasonable.

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

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

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

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

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

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

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

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

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

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

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. CIV2102081) ($1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P*. (No.

BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) ($750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) ($1,250,000).

MARIAM GHAZARYAN'S EXPERIENCE AND QUALIFICATIONS

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

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

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

63. Ms. Ghazaryan's current billing rate is $700.00 per hour, which is her usual hourly rate in wage and hour litigations. Based on Ms. Ghazaryan's nearly 4 years of experience, her Laffey Matrix rate with a 2.5% adjustment is $595.53 per hour ($581 Laffey Matrix rate + (2.5% x $581)) (*See* Ex. 7.). As compared to the Laffey Matrix rate and when considering her experience, Ms. Ghazaryan's billing rate of $700.00 per hour is reasonable.

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

(a) *Duran v. Sun Valley Group* [certification was granted on multiple wage and hour claims against Sun Valley Group];

(b) *Beard v. SMS Transportation* [certification was granted for a rest break claim against SMS Transportation. Rest break claims are notably difficult to certify]; and

(c) *Evans v. Downtown Women's Center* [certification was granted for a regular rate claim against Downtown Women's Center]

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

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

70. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third of the Gross Settlement Amount (i.e., no less than $76,666.66, subject to potential increase under the escalator clause) and litigation costs up to $16,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery method. however, we base the proposed fees award on the percentage method, as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

73. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In such instance, we would have been left with no compensation for all the time taken in litigating this case due to the contingency fee arrangement. Indeed, I have taken on a number of class action cases that have resulted in thousands of attorney hours being expended and ultimately having the

defendant company going bankrupt during litigation. The contingent risk in these types of cases is very real and occurs regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

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

75. As of the drafting of this motion, my office has incurred $15,774.92 in expenses litigating this action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs, to date, are below the maximum amount allowed under the Settlement, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

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

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

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

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

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

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

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

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

(i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;

(j) Preparation of the motion for preliminary approval and the accompanying filings;

(k) Anticipated preparation for and attendance at the preliminary approval hearing;

(l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;

(m) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;

(n) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and

(o) Anticipated responding to Class Member inquiries and communicating with Plaintiff regarding the case.

77. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* $230,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

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

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Kane Moon