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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF RIVERSIDE**

MARIA GAONA, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

COLUMBIA ALUMINUM PRODUCTS, LLC, a limited liability company; and DOES 1 through 10, inclusive,

Defendants

Case No.: CVRI2501207

CLASS AND REPRESENTATIVE ACTION

[*Assigned for All Purposes to the Honorable Harold W. Hopp, Department 1*]

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

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

PRELIMINARY APPROVAL HEARING
Date: April 6, 2026
Time: 8:30 a.m.
Dept.: 1

Action Filed: March 6, 2025
FAC Filed: July 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 Maria Gaona ("Plaintiff") and the putative Settlement Class.

2. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

### CASE BACKGROUND

3. This is a wage-and-hour class action and PAGA representative action. Plaintiff seeks to represent a class of all individuals who are or were employed by Defendant Columbia Aluminum Products, LLC ("Defendant") (together with Plaintiff, the "Parties") as non-exempt employees in California during the period from March 6, 2021, through November 20, 2025, for various violations of the California Labor Code. Defendant develops, manufactures, and distributes weather-strip materials to the building industry and has employed Plaintiff and other putative Class Members in California during the relevant period. Plaintiff contends both she and her coworkers were subjected to the same unlawful labor practices, including failure to pay minimum wages for all hours worked.

4. Plaintiff's claim for unpaid wages stems from Defendant's practice of rounding time entries to employees' detriment, from Defendant's failure to incorporate all remuneration into the regular rate of pay for purposes of paying overtime and sick pay, and from working off-the-clock and uncompensated. Moreover, Plaintiff brings claims for meal and rest period violations. Plaintiff's meal period claim is based on an analysis of time and pay records, which show Class Members regularly had missed, short, or untimely lunch breaks, and that despite a quantifiable number of unique meal period violations, Defendant did not pay all meal period premiums owed. Plaintiff's rest period claim is based on allegations that due to the nature of their work, employees' rest periods were often short, late, interrupted, and sometimes missed altogether. Plaintiff further brings a claim for unreimbursed necessary business expenses, based on allegations that employees were required to use their personal cellphone for work purposes without reimbursement. Plaintiff also brings derivative claims for waiting time penalties,

wage statement violations, unfair business practices, and civil penalties under the Private Attorneys General Act ("PAGA") pursuant to Labor Code sections 2698, *et seq*.

5. Because of Defendant's alleged violations of various provisions of the Labor Code, Plaintiff filed this class and representative action on March 6, 2025, which, in its amended form (the "Operative Complaint"), alleges that Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime wages, (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 all wages at termination, (7) failed to provide accurate and itemized wage statements, (8) engaged in unfair business practices, and (9) violated civil penalty provisions recoverable under PAGA.

6. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Defendant maintains its compliance with all its meal and rest period obligations, and that Plaintiff and the putative Class were provided with the opportunity to take all meal and rest periods to which they were entitled or otherwise voluntarily waived breaks. Defendant argues it did not fail to pay the Class minimum wages, that its rounding policies were compliant with California law and if anything resulted in overpayment, that any additional remuneration was discretionary and therefore not required to be incorporated into the regular rate of pay, and that it did not require or permit the Class to work off the clock. As for the unreimbursed business expenses, Defendant maintains it did not require the Class to incur any business-related expenses. Defendant also argues it paid employees all wages due and owing upon separation from employment. To the extent Plaintiff received wage statements that were allegedly inaccurate, Defendant asserts Plaintiff 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, Defendant claims it did not engage in any unfair business practices and denies liability for unpaid wages,

liquidated damages, statutory penalties, civil penalties, attorneys' fees, or costs of litigation. Defendant also maintains Plaintiff's claims are improper for class treatment.

DISCOVERY AND INVESTIGATION

**[Riverside CMO Section G(3)(a)(vi)]**

7. Following the filing of the complaint, Plaintiff propounded formal discovery on Defendant. However, the Parties thereafter met and conferred and agreed to mediate the action. The Parties agreed to mediate on November 4, 2025, and further agreed to a protocol for an informal exchange of documents and information before the 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 human resource documents and policies, Plaintiff's complete time and pay records, as well as an approximately 20% sample size of time records and payroll data which were reviewed, investigated, and analyzed by Class Counsel and Plaintiff's expert. Defendant further provided crucial information regarding the total approximate Class size, the estimated average hourly rate of pay for non-exempt employees for the four-year period preceding the filing of the action, the estimated number of current and former putative Class Members and Aggrieved Employees, the estimated number of workweeks and pay periods, and the estimated number of meal period premiums paid during the Class.

8. In preparation for mediation, Class Counsel reviewed and analyzed all the information and documents Defendant had produced. Class Counsel retained a statistics expert to analyze the sample records produced and prepare a damage analysis prior to mediation. Based on the data and documents Defendant produced, Plaintiff's expert was able to prepare an analysis with a high degree of certainty. In conjunction with their extensive factual investigation, Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Class Counsel were able to evaluate the probability of class certification, success on the merits, and Defendant's maximum monetary exposure for all claims. Thus, Plaintiff and Class 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 Agreement.

SETTLEMENT NEGOTIATIONS

9. On November 4, 2025, the Parties participated in a full day of private mediation before

Michael Ludwig, an experienced, professional, neutral, class action mediator. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, the Parties reached a settlement, the material terms of which are encompassed within the Joint Stipulation of Class and Representative Action Settlement Agreement (the "Settlement Agreement"). A true and correct copy of the Parties' Settlement Agreement is attached hereto as **Exhibit 1**, which contains Exhibit A the Parties' proposed Class Notice, the Parties' proposed Objection Form, the Parties' proposed Request for Exclusion Form.

**[Riverside CMO Section G(3)(a)(vii)]**

10. To the best of my knowledge, I am not aware of any individual, representative, or class action in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted in this action on behalf of a class or group of individuals who would also be members of the putative Class, as defined in this matter, other than *Ernesto Guillen v. Columbia Aluminum Products, LLC* Riverside County Superior Court Case No. CVRI2102498. (Declaration of Joshua Carlon on Behalf of Defense Counsel in Support of Preliminary Approval of Class Action Settlement ["Carlon Decl."], ¶ 4.) The settlement in the *Guillen* matter is a PAGA only settlement – and is set for a continued approval hearing on March 27, 2026, in Department 1. (*Id.*) I have come to this conclusion after a reasonable inquiry and review of the LWDA's PAGA Case Search website, this Court's case search website, and other information reasonably available online. Additionally, Defendant has not indicated there is any other related case pending. As such, I am unable to name any case, the nature of any claims asserted in such case, or the definition of a class of parties on whose behalf any action was brought that would overlap with the putative Class, as defined in this matter, or would otherwise be extinguished or adversely affected by approval of this Settlement Agreement.

11. A true and correct copy of the PAGA notice letter Plaintiff sent to Defendant and the California Labor and Workforce Development Agency (the "LWDA") on March 2, 2025, is attached

hereto as **Exhibit 2**. Plaintiff's administrative exhaustion period has since expired, and the LWDA has not indicated its intent to investigate Plaintiff's allegations.

12. In compliance with Labor Code section 2699, subdivision (*l*)(1), Class Counsel timely submitted to the LWDA a file-stamped copy of the first amended complaint filed on May 9, 2025 in this class action providing the case number assigned by the Court.

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

14. No claim form is required in order for Class Members and/or Aggrieved Employees to receive a settlement payment. (Settlement Agreement, ¶ 3.0.) Each Class Member who does not opt-out will be entitled to his or her pro rata share of the Net Settlement Amount that is directly proportional to the number of workweeks during which the Class Member worked for Defendant during the Class Period. (*Id.* at ¶ 3.1.3.1.) Each Aggrieved Employee will be entitled to his or her pro rata share of the PAGA Penalties that is directly proportional to the number of PAGA Pay Periods during which the Aggrieved Employee worked for Defendant during the PAGA Period. (*Id.* at ¶ 3.1.4.1.)

15. The Settlement Agreement includes a Class Representative Service Payment to Plaintiff, subject to Court approval, up to $7,500.00 for Plaintiff initiating the Action and providing services in support of the Action. (*Id.* at ¶¶ 1.14, 3.1.1.) If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. (*Id.* at ¶ 3.1.1.)

16. The Settlement Agreement provides a Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $176,666.67 and a Class Counsel Expenses Payment of not more than $25,000.00. (*Id.* at ¶ 3.1.2.) At this time, Plaintiff's costs are $15,234.28, and a true and correct copy of Plaintiff's litigation costs to-the-date is attached hereto as **Exhibit 4**.

**[Riverside CMO Section G(3)(d)(i)]**

17. The Parties jointly agree to appoint Phoenix Class Action Administration Solutions ("Phoenix") as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.1.) The Settlement Agreement

provides the Administrator will be paid an Administration Expenses Payment in an amount estimated not to exceed $8,000.00 for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.1.3.) Prior to selecting Phoenix, Class Counsel solicited bids for estimated administration costs from different, reputable settlement administrators, including Phoenix (not-to-exceed bid of $8,000.00), Apex Class Action Administration (bid of $7,500.00), and Simpluris, Inc. (bid of $9,531.00). The Parties jointly selected Phoenix as the proposed Administrator for its competitive price and the Parties' prior experiences with Phoenix's thoroughness in its administrator duties. A true and correct copy of the bid received from Phoenix is attached hereto as **Exhibit 5**.

18. Funding of Gross Settlement Amount. Defendant shall deposit into a Qualified Settlement Fund established by the Administrator the Gross Settlement Amount with a first payment of one-half of the Gross Settlement Amount (currently estimated to be $265,000.00) on the Effective Date of the Settlement, and the remaining one-half of the Gross Settlement Amount (estimated to be $265,000.00) no later than six (6) months after the initial payment. (*Id.* at ¶ 4.0.) No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments. (*Id.* at ¶ 4.1.)

19. Plaintiff's Release: Plaintiff fully and finally releases and discharges the Released Parties from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected ("claim(s)") which Plaintiff, at any time heretofore, had or claimed to have or which Plaintiff may have or shall in the future claim to have, including, without limitation, any and all claims related or in any manner incidental to Plaintiff's employment. Plaintiff understands she is releasing potentially unknown claims and that Plaintiff may have limited knowledge with respect to some of the claims being released. Plaintiff acknowledges there is a risk that, after signing the Settlement Agreement, Plaintiff may learn information that might have affected Plaintiff's decision to enter into the Settlement Agreement. Plaintiff assumes this risk and all other risks of any mistake in

entering into the Settlement Agreement. Plaintiff agrees that the Settlement Agreement is fairly and knowingly made. Plaintiff represents and warrants that Plaintiff has all necessary authority to enter into the Settlement Agreement and that Plaintiff has not transferred any interest in any claims to any spouse or to any other third party. (*Id.* at ¶ 5.0.) The Parties understand the word "claim(s)" to include all actions, complaints, claims, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively, all claims arising out of Plaintiff's employment with Defendant, including, but not limited to, any and all claims under the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, Title VII or any other statute, rule or regulation relating to Plaintiff's employment with Defendant and under which Plaintiff has made a claim or could make a claim against Defendant (collectively, "Plaintiff's Released Claims"). Plaintiff's Released Claims shall not waive: (i) claims for unemployment or workers' compensation benefits; (ii) any vested rights Plaintiffs have under ERISA-covered benefit plans as applicable on the date Plaintiff signs the Settlement Agreement, and/or claims concerning such rights; (iii) claims that may arise after Plaintiff signs the Settlement Agreement; or (iv) claims which cannot be released by private agreement. (*Id.* at ¶ 5.0.1.)

**[Riverside CMO Section G(3)(e)(ii) – (iii)]**

20. Release by Participating Class Members: All Participating Class Members fully and finally release and discharge the Released Parties from any and all claims stated in the Operative Complaint and claims based solely upon the facts alleged  the Operative Complaint that arose during the Class Period, including claims that Defendant: (1) failed to pay minimum and regular rate wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failed to pay overtime compensation (Cal. Lab. Code §§ 1194 and 1198); (3) failed to provide meal periods (Lab. Code §§ 226.7 and 512); (4) failed to provide rest periods (Lab. Code §, 226.7); (5) failed to indemnify necessary business expenses (Lab. Code § 2802); (6) failed to timely pay all final wages (Lab. Code §§ 201 202 and 203); (7) failed to provide accurate itemized wage statements (Lab. Code §§ 226(a)); and (8) engaged in Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.) (collectively, the "Released Class Claims"). The Released Class Claims exclude claims not permitted by law and are limited to claims arising during the Class Period. (*Id.* at ¶ 5.1.)

**[Riverside CMO Section G(3)(e)(iv)]**

21. PAGA Released Claims: Plaintiff and the LWDA fully and finally release and discharge the

Released Parties from all claims for civil penalties pursuant to PAGA (Labor Code §§ 2698-2699.6) arising out of or related to the allegations set forth in the Operative Complaint and/or PAGA notices to the California Labor and Workforce Development Agency sent by both Plaintiffs that arose during the PAGA Period. (collectively, the "Released PAGA Claims"). (*Id.* at ¶ 5.2.) The Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any Aggrieved Employees' claims for wages or statutory penalties. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct.* (*Angelo Dairy*) (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member. (*Id.* at ¶ 5.2.1.)

**[Riverside CMO Section G(3)(e)(i)]**

22. Released Parties. "Released Parties" means: Defendant together with their officers, directors, employees and agents. (*Id.* at ¶ 1.41.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

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

**[Riverside CMO Section G(3)(a)(i)]**

24. Based on Class Counsel's review of the time, payroll, and additional records and information provided by Defendant, on Plaintiff's expert's analysis of the sample time and payroll records provided by Defendant, and on information from Plaintiff, Class Counsel evaluated Defendant's maximum potential exposure. The Settlement is based on the following demographics: an estimated 255 Class Members who collectively worked a total of 21,500 Workweeks during the Class Period, and

approximately 131 Aggrieved Employees who worked a total of 7,864 PAGA Pay Periods during the PAGA Period. Additionally, Class Counsel estimated that Class Members' average hourly rate was $18.28 based on Defendant's records and that there were an estimated 105 former employees who fall within the three-year statute of limitations ("SOL") period for waiting time penalties, and an estimated 131 employees who worked a total of 7,864 pay periods who fall within the one-year SOL period for inaccurate wage statement penalties.

**[Riverside CMO Section G(3)(a)(ii)]**

Accordingly, Class Counsel calculated Defendant's potential exposure as follows:

| Claim | Relevant Time Period | Rate | Number of Violations | Amount |
|---|---|---|---|---|
| Unpaid Wages (Rounding) | 21,500 Workweeks | $18.28 average hourly rate | 443 net unpaid hours (assuming 2 minutes per shift) | **$4,049.02*** |
| Unpaid Wages (Regular Rate) | 21,500 Workweeks | $18.84 average regular rate | Violations based on expert analysis of records | **$20,494.00*** |
| Unpaid Wages (Off the Clock) | 21,500 Workweeks | $18.28 average hourly rate | 16,414 net unpaid hours (assuming 10 minutes per shift) (94.5% overtime) | **$44,181.85*** ** |
| Unreimbursed Business Expenses | 21,500 Workweeks | Assumes $25 per month | Violations based on expert analysis of records | **$12,605.00*** ** |
| Meal Period Violations | 21,500 Workweeks | $18.28 average hourly rate | 25,270 unique meal break violations | **$112,767.25** ** |
| Rest Period Violations | 21,500 Workweeks | $18.28 average hourly rate | 98,236 unique rest break violations (assumes 100% violation rate for shifts of at least 3.5 hours) | **$185,071.40*** ** |

| | | | | |
|---|---|---|---|---|
| Labor Code § 203 | Based on approximately 105 terminated class members within the 3-year statute of limitations | $18.28 average hourly rate / 30-day maximum | Violations based on analysis of records by expert (assumes 8 hours / day) | **$47,338.70*** ** |
| Labor Code § 226 | Based on approximately 131 class members within the 1-year SOL | $50 per initial pay period / $100 per subsequent pay periods / $4,000 employee maximum | Based on 7,864 pay periods within the 1-year SOL | **$52,400.00*** ** |
| PAGA | Based on approximately 131 class members within the 1-year statute of limitations | $100 per pay period | Based on 7,864 pay periods within the 1-year SOL | **$78,640.00*** ** |
| **Total for Class Claims** | | | | **$557,597.22** |
| * These figures are discounted based on a 50% probability of prevailing at class certification and on the merits<br>** These figures are discounted based on a 25% probability of prevailing at class certification and on the merits.<br>*** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits.[1] | | | | |

**[Riverside CMO Section G(3)(a)(iii)]**

25. As discussed above, Plaintiff's unpaid wage claim is due, in part, to allegations that Defendant rounded employees' time entries to their detriment. Defendant's time clocks were able to capture the time employees clocked in and out to the exact minute. However, Defendant would systematically round employees' hours down to the nearest half-hour for payment purposes. Defendant also did not confirm the accuracy of the time entries with Plaintiff and putative Class Members. Based

[1] A 70% or greater discount for risk at certification and trial is reasonable because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. *See* Findings of the Study of California Class Action Litigation, 2000-2006, available at http:// www.courts.ca.gov/documents/class-action-lit-study.pdf.

on the records and on information from Plaintiff, I assumed, for purposes of mediation, that the putative Class was underpaid on average of 2 minutes per shift and thereby arrived at 443 cumulative hours of uncompensated and a total maximum potential exposure of $8,098.04 (443 hours x $18.28 average hourly rate). Defendant argues that its rounding was neutral on its face as it resulted in overpayment to certain putative Class Members. Although I believe there is merit to Plaintiff's rounding claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Therefore, I applied a 50% discount to the maximum exposure figure; accordingly, **I arrived at a realistic damage estimate of $4,049.02 for the rounding claim**.

26. As discussed above, Plaintiff's unpaid wages claim is also due to allegations that Defendant failed to incorporate all remuneration, including 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 63 identifiable additional remunerations that were made yet not factored into the regular rate of pay, impacting 54.3% of Class Members for overtime pay and 43.5% of Class Members for sick pay and resulting in a maximum exposure of $40,988.00. However, Defendant argues bonuses were discretionary bonuses, 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 for sick pay, this results in nominal exposure as only 4.1% of pay periods included sick pay and additional compensation. Due to the lack of written policies regarding criteria for bonus payments and Defendant's lessened exposure, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Therefore, I applied a 50% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $20,494.00 for the regular rate claim.**

27. As discussed above, Plaintiff's unpaid wages claim is also due, in part, to allegations that Defendant did not compensate Class Members based on actual time worked. For example, Plaintiff alleges that Plaintiff and putative Class Members had to wait in line to clock in for their shifts each time they clocked in and they were required to undergo temperature checks prior to clocking in, all off-the-clock and uncompensated. Based on information from Plaintiff, I assumed, for purposes of mediation, that each Class Member performed at least 10 minutes of uncompensated work each shift

worked, and thereby arrived at 16,414 cumulative hours of uncompensated work, with 94.5% of the time performed at the average overtime rate, for a total maximum potential exposure of $441,818.46 (903 hours x $18.28 average hourly rate + 15,511 hours x $27.42 overtime hourly rate). Defendant argues that employees were compensated for all hours worked and any time worked off-the-clock is *de minimus*. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing any off-the-clock time and resulting damages. Although I believe there is merit to Plaintiff's unpaid wage claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to off-the-clock work. Therefore, I applied a 90% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $44,181.85 for the off-the-clock claim.**

28. As discussed above, Plaintiff's claim for unreimbursed business expenses is based on allegations that employees were required to use their personal cellphones for work purposes without reimbursement. Based on information from Plaintiff, I assumed, for purposes of mediation, that Class Members spent on average $25 per month on unreimbursed business expenses, resulting in a total maximum potential exposure of $126,050.00. However, Defendant maintains it did not require the Class to incur any business-related expenses. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing any unreimbursed expenses and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. This claim presents difficulties with certification because of the individualized nature of employees' business expenses. 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 unreimbursed expenses. Therefore, I believe a 90% discount to the maximum exposure figure is warranted; accordingly, I arrived at **a realistic damage estimate of $12,605.00 for the unreimbursed business expenses claim.**

29. As discussed above, Plaintiff's meal period claim is based, in part, on allegations that due to the nature of their work, putative Class Members' meal periods were regularly short, late, interrupted, or

missed altogether. Plaintiff's expert analyzed Defendant's sample records, and found there would be 25,270 unique meal break violations when extrapolated to the entire class. As a result, Plaintiff's expert calculated Defendant's total maximum exposure to be $451,069.00. Defendant maintains its compliance with all its meal period obligations, and that the putative Class was provided with the opportunity to take all meal periods to which they were entitled or otherwise voluntarily waived breaks. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant meal periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods. Therefore, I believe a 75% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of $112,767.25 for the meal period claim.**

30. As discussed above, Plaintiff's rest period claim is based on allegations that due to the nature of their work, Class Members' rest periods were often short, late, interrupted, and sometimes missed altogether. Defendant did not record employee rest breaks; therefore, based on information from Plaintiff, I assumed, for purposes of mediation, a 100% violation rate for shifts of at least 3.5 hours. Plaintiff's expert thus found 98,236 unique rest period violations, resulting in a total maximum potential exposure of $1,850,714.00 for rest period premiums owed. Defendant maintains its compliance with all its rest period obligations, and that the putative Class was provided with the opportunity to take all rest periods to which they were entitled or otherwise voluntarily waived breaks. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant rest periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits, particularly as rest periods were not recorded. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to rest periods. Therefore, I believe a 90% discount to the maximum

exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of $185,071.40 for the rest period claim.**

31. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates Defendant's maximum potential exposure, prior to discounting, is $1,784,287.00. This estimated amount breaks down as follows: $473,887.00 for waiting time penalties for approximately 105 terminated Class Members during the 3-year SOL; a $524,000.00 penalty for inaccurate wage statements based on approximately 131 Class Members within the 1-year SOL; and $786,400.00 for PAGA penalties based on the Court assessing a $100 penalty for each pay period (based on an estimated 7,864 pay periods). However, I believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties and given Defendant's defenses, including that any failure to pay all final wages at the time of separation was not willful or intentional and that to the extent Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Furthermore, considering the underlying wage claims are realistically estimated to be $379,168.52, awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 90% discount to each penalty (resulting in $47,388.70 for waiting time penalties, $52,400.00 for inaccurate wage statement penalties, and $78,640.00 for PAGA penalties) and accordingly arrived at **a realistic damage estimate of $178,428.70 for statutory and civil penalties.**

32. **Using these estimated figures, Plaintiff predicted the *realistic* recovery for all claims, including penalties, would be $557,597.22. This means the $530,000.00 maximum settlement figure represents approximately 95% of the realistic maximum recovery.** This is an excellent result for the Class, particularly because, under the proposed Settlement Agreement, Class Members will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

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

34. I am also of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding PAGA penalties even if Plaintiff prevailed on the merits.

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

36. This Settlement avoids the risks, burdens, and the accompanying expense of further litigation. Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis, they have not conducted extensive formal discovery. 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.

**[Riverside CMO Section G(3)(a)(iv) – (v)]**

37. The Net Settlement Amount available for settlement payments is currently estimated to be $262,833.33 for an estimated Class size of 255 individuals.[2] **As a result, it is estimated each Participating Class Member is eligible to receive an average benefit of approximately $1,030.72 prior to tax withholdings on the wage portion of payments ($262,833.33 / 255).** Considering Class Members' average hourly rate is $18.28, the average benefit is approximately 56.39 hours of work. **Furthermore, it is estimated there are 131 Aggrieved Employees who will receive an estimated average of $133.59 from the 35% share of the PAGA Penalties ($17,500 / 131).** The amounts to Participating Class Members and/or Aggrieved Employees will vary based on each Participating Class Member's and/or Aggrieved Employee's duration of employment during the Class Period or PAGA Period, respectively. Thus, those who worked longer for Defendant will receive a benefit greater than the average estimated amount. Based on an estimated 21,500 Workweeks, the average Workweek value is $12.22 ($262,833.33 / 21,500 Workweeks). Assuming a Class Member worked one Workweek, **the**

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[2] The Net Settlement Amount is $530,000.00 less the following: $17,500.00 for Individual PAGA Payments to the Aggrieved Employees, $32,500.00 for the LWDA PAGA Payment, $7,500.00 for the Class Representative Service Payment to Plaintiff, up to $176,666.67 for the Class Counsel Fees Payment, up to $25,000.00 for the Class Counsel Expenses Payment, and up to $8,000.00 for the Administration Expenses Payment. (Settlement Agreement, ¶¶ 1.27, 3.1.)

**lowest class payment is estimated to be $12.22 (1 Workweek x $12.22 average Workweek value).** Assuming a class member worked 245 Workweeks (maximum number of weeks in the Class Period), **the highest class payment is estimated to be $2,993.90 (245 Workweeks x $12.22 average Workweek value)**. Based on an estimated 7,864 Pay Periods during the PAGA Period, the average pay period value is $2.23 ($17,500.00 / 7,864 Pay Periods). Assuming an Aggrieved Employee worked one Pay Period, **the lowest PAGA payment to an Aggrieved Employee is estimated to be $2.23 (1 Pay Period x $2.23 average Pay Period value).** Assuming an Aggrieved Employee worked 89 Pay Periods (maximum number of weeks in the PAGA Period), **the highest PAGA payment is estimated to be $198.47 (89 Pay Periods x $2.23 average Pay Period value)**. The Administrator will calculate the high and low range of payments to Class Members and Aggrieved Employees following preliminary approval and receipt and processing of the Settlement Class data. Class Counsel will provide more accurate estimates to the Court in Plaintiff's motion for final approval.

38. The proposed settlement of $530,000.00 therefore represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. 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 Gross Settlement Amount is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate.

<u>THE SERVICE PAYMENT FOR PLAINTIFF IS REASONABLE</u>

39. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff provided valuable information regarding her hours worked, and what duties were performed during those hours. Plaintiff also provided information regarding meal and rest periods taken and missed by Plaintiff and putative 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 her claims. Plaintiff also provided information and documents relating to her employment with Defendant. The information and documentation provided by Plaintiff were instrumental in establishing the wage-and-hour violations alleged in this action, and the recovery

provided for in the Settlement Agreement would have been impossible to obtain without her participation.

40. At the same time, Plaintiff faced many risks in adding herself as the Class Representative in this matter. Plaintiff faced actual risks with her future employment, as putting herself on public record in an employment lawsuit could also very well affect her likelihood for future employment.

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

42. In the final analysis, this class action would not have been possible without the aid of Plaintiff, who put her own time and effort into this litigation and placed herself at risk for the sake of Class Members. The requested service award for Plaintiff for her service as the Class Representative is a relatively small amount of money considering her time and effort put into the litigation and considering enhancements granted in other class actions. The requested incentive award is therefore reasonable to compensate Plaintiff for her active participation and risks assumed in this lawsuit.

## MY EXPERIENCE AND QUALIFICATIONS

43. 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.

44. 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.

45. 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.

46. 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 March 3, 2026].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (*See, e.g.*, *id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at 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 35.84% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.26%, which results in a difference of approximately 2.6%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 17 years of experience, my Laffey Matrix rate with a 2.5% adjustment is $1,044.48 per hour ($1,019 Laffey Matrix rate + (2.5% x $1,019)) (*See* Exh. 6.). Accordingly, my current billing rate of $950.00 per hour is reasonable.

47. 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

48. Allen Feghali is a partner at Moon Law Group, PC. He received his B.A. in Global and International Studies in 2011 from UC Santa Barbara, and his J.D. from University of La Verne College of Law in 2014. Mr. Feghali became an Active Member of the State Bar of California in December 2014 and has been an Active Member in good standing continuously since then. He was selected by Super

Lawyers as a “Southern California Rising Star” in 2020–2023.

49. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice has focused 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 and PAGA representative action practice.

50. 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, his Laffey Matrix rate with a 2.5% adjustment is $1,044.48 per hour ($1,019 Laffey Matrix rate + (2.5% x $1,019)). (*See* Exh. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali’s billing rate of $900.00 per hour is reasonable.

51. 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 plaintiff's claims were pre-empted by the Labor Management Relations Act.

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

(g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 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 plaintiff under FEHA, was a proper defendant.

(h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for $850,000.00, $375,000.00, and $250,000.00. In addition to the foregoing, Mr. Feghali has resolved or assisted in the resolution of approximately 100 cases 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.

52. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage and hour class and PAGA 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); *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).

<u>S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS</u>

53. S. Phillip Song is a Senior Attorney at my office. He received his undergraduate degree in 2006 from the University of Houston, graduating cum laude with a Communications B.A. and minor in Accounting. Mr. Song earned his Juris Doctor degree in 2011 from the University of Houston Law Center. Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is presently admitted to practice in all state courts of California (admitted in 2019), and before all federal district courts in California.

54. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and employment law. Mr. Song has worked on numerous class action cases and representative actions that have been granted final approval, including *Paez et al. v. C&R Restaurant Group, LP*, Kern County Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc.*, San Luis Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc.*, Solano

County Superior Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc.*, Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats (Stockton), LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0012758; *Garcia v. Continental Intermodal Group LP dba CIG Logistics*, Kern County Superior Court, Case No. BCV-19-102776; *Tourchette adv. Finelite, Inc.*, Alameda County Superior Court, Case No. RG19022885; *Touch v. Presidio Components, Inc.*, Kern County Superior Court, Case No. BCV_20-101005; *Johnston v. Environmental Logistics, Inc.*, Kern County Superior Court, Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste Minimization, Inc.*, Kern County Superior Court, Case No. BCV-19-102248-SDS; *Priess v. Fiore Management LLC dba Canndescent*, Kern County Superior Court, Case No. BCV-20-100930; *Alcantar v. Bay Equity LLC*, Marin County Superior Court, Case No. CIV1903376; *Spier v. Gibbs International, Inc.*, Kern County Superior Court, Case No. BCV-19-101774-DRL; and *Ferrara v. South Coast Winery, Inc.*, Riverside County Superior Court, Case No. CVRI2101920 (Consolidated with Case Nos. CVRI2102449 and MCC2001498).

55. Mr. Song is currently handling multiple class action and PAGA matters. Mr. Song's current billing rate is $775.00 per hour. Based on Mr. Song's 14 years of experience, his Laffey Matrix rate with a 2.5% adjustment is $1,044.48 per hour ($1,019 Laffey Matrix rate + (2.5% x $1,019)). (*See* Exh. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Song's billing rate of $775.00 per hour is reasonable.

<u>KAILANI HUMESTON'S EXPERIENCE AND QUALIFICATIONS</u>

56. Kailani Humeston graduated from the University of California, Berkeley, in 2018 with a Bachelor of Arts in Sociology. Ms. Humeston attended University of Southern California, Gould School of Law and graduated in 2023. Ms. Humeston was admitted to the California State Bar as an attorney in November 2023. Ms. Humeston began practicing Plaintiff-side wage and hour class and representative actions and joined Moon Law Group, PC in March 2025. Ms. Humeston has served as an attorney on the following matters that successfully settled and are in the process of obtaining or have obtained preliminary or final approval: *Jose E. Mora, Jr. v. English Garden Care, Inc.*, Sacramento County Superior Court Case No. 25CV004768; *Maria Elia Caceres Mejia v. Bartell Hotels*, San Diego County Superior Court, Case No. 25CU011789C. Ms. Humeston's current billing rate is $450.00. Based on Ms. Humeston's 3 years of

experience, her Laffey Matrix rate with a 2.5% adjustment is $520.70 per hour ($508 Laffey Matrix rate + (2.5% x $508)). (*See* Exh. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Humeston's billing rate of $450.00 per hour is reasonable.

## CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

57. 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.

58. 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.

59. 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.

60. I respectfully submit that the attorneys of Moon Law Group, PC, myself included, are well suited to act as Class Counsel in this action, and we have, and will continue to, vigorously represent the interests of the Class. To my knowledge, we do not have any conflicts of interest with Plaintiff, other

Class Members, or the proposed Settlement Administrator, and we are not related to Plaintiff. We respectfully request to be appointed as Class Counsel, for settlement purposes.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

61. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third of the Gross Settlement Amount, or $176,666.67, plus reimbursement for actual litigation costs not to exceed $25,000.00. (Settlement Agreement, ¶ 3.1.2.) The proposed award of attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery method. Class Counsel, however, intend to base the proposed fees award on the percentage method, as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

62. 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.

63. 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.

64. 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.

65. 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.

66. As of the drafting of this motion, my office has incurred $15,234.28 in expenses litigating this action, and we anticipate accruing additional costs up to final approval. (Exh. 4.) These expenses were reasonably necessary to the litigation and were actually incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement. In the event costs do not reach or exceed the maximum amount allowed in the Settlement Agreement, the difference will revert to the Class Members.

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

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

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

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

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

(e) Drafting and serving formal discovery requests, including requests for production of documents and special interrogatories;

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

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

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

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

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

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

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

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

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

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

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

68. 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* $530,000.00 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 March 4, 2026, at Los Angeles, California.

____________________________________

Kane Moon