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Attorneys for Plaintiff, Noemi L. Lopez

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

NOEMI L. LOPEZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

OCCIDENTAL COLLEGE, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 25STCV06518

CLASS AND REPRESENTATIVE ACTION

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

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

PRELIMINARY APPROVAL HEARING:

Date: December 21, 2026

Time: 11:00 a.m.

Dept.: 10

Judge: Hon. William F. Highberger

Complaint: March 6, 2025

First Amended Complaint: May 9, 2025

Trial date: Not set

I, KANE MOON, declare as follows:

CASE BACKGROUND AND PROCEDURAL HISTORY

3. Defendant is a private liberal arts college founded in 1887. Defendant employed Plaintiff and other non-exempt, hourly-paid employees during the Class Period. Plaintiff contends she and her coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

4. Plaintiff's claim for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiff and others for off-the-clock work and failed to incorporate all remuneration into employees' regular rate of pay for purposes of paying overtime, meal premium, or sick pay. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work, Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-compliant breaks. Plaintiff further brings a claim for unreimbursed necessary business expenses based on allegations that Class Members were required

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

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

10 6. Pursuant to PAGA, on March 2, 2025, Plaintiff gave written notice to the California
11 Labor and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with
12 certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s
13 PAGA Notice is attached hereto as **Exhibit 2**. On May 9, 2025, Plaintiff timely filed a First Amended
14 Class and Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA
15 (the “Operative Complaint”). In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently
16 submitted to the LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned
17 case number. To date, the LWDA has not indicated its intent to investigate the alleged violations or
18 intervene in this Action.

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

16 DISCOVERY AND INVESTIGATION

17 8. The Parties agreed to mediate this action with Steve Rottman, Esq., an experienced class
18 and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
19 production of documents and information before mediation. Prior to mediation, Plaintiff obtained from
20 Defendant, through informal discovery, time and pay records of 18.9% Class Members, payroll data,
21 Defendant’s CBAs covering non-exempt employees during the Class Period, and demographic data
22 regarding the size and scope of the Class, as well as data permitting Plaintiff to understand the number
23 of Workweeks and PAGA Pay Periods.

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

8 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

9 10. On April 28, 2026, the Parties participated in a full day of private mediation with Steve
10 Rottman, Esq. The negotiations were at arm's-length and, although conducted in a professional manner,
11 were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of
12 the dispute, but each side was also prepared to litigate their position through trial and appeal if a
13 settlement had not been reached. After a full discussion regarding the strengths and weaknesses of
14 Plaintiff's claims and Defendant's defenses and with the assistance of the mediator, the Parties reached
15 a resolution, the material terms of which are set out in the Settlement.

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

21 KEY TERMS OF SETTLEMENT

22 12. GSA and Funding: The Gross Settlement Amount ("GSA") is \$1,935,000.00 and is non-
23 reversionary. (Settlement, ¶ 3.1.) Defendant will separately pay its employer-side payroll taxes owed on
24 the Wage Portion of Individual Class Payments. (*Id.*) The Gross Settlement Amount and all employer
25 payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by
26 transmission of such funds to the Administrator within 21 business days of the Effective Date. (*Id.* at ¶
27 4.1.)
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1 13. Escalator Clause: The Gross Settlement Amount ("GSA") is based on Defendant's
2 representation that there are approximately 173,758 Workweeks at issue during the Class Period. (*Id.* at
3 ¶ 7.1.) Should the number of Workweeks in the Class Period be 191,134 or more, the GSA shall be
4 increased by the percentage that the actual number of Workweeks exceeds 191,134. (*Id.*) However,
5 should the number of Workweeks exceed 191,134, Defendant will have the right, in the exercise of its
6 sole discretion, to limit the Class Period to the time at which the number of Workweeks reaches 191,134,
7 in which case Defendant will not be required to pay any additional amount. (*Id.*) Defendant agrees to
8 inform Plaintiff and Plaintiff's counsel which option it is exercising before the hearing on Preliminary
9 Approval of the Settlement. (*Id.*) If Defendant elects to limit the Class Period to the time at which the
10 number of Workweeks reaches 191,134, Defendant must provide written notice of the modified end date
11 of the Class Period before the Preliminary Approval Hearing. (*Id.*)

12 14. Class Representative Enhancement Award: The Settlement includes a payment up to
13 \$7,500.00 payable from the GSA, subject to the Court's approval, to Plaintiff as the Class
14 Representative, in addition to the amount she is eligible to receive as a Class Member. (*Id.* at ¶¶ 1.14,
15 3.2.1.) This award is for initiating and providing services in support of the Action. (*Id.* at ¶ 1.14.) In the
16 event the award finally approved is less, the difference will revert to Participating Class Members. (*Id.*
17 at ¶ 3.2.1.)

18 15. Class Counsel Fees and Expenses Payments: The Settlement provides a Class Counsel
19 Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated
20 to be \$645,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$35,000.00,
21 payable to Class Counsel from the GSA. (*Id.* at ¶ 3.2.2.) In the event the amounts finally approved are
22 less, the difference will revert to Participating Class Members. (*Id.*) To date, my firm has incurred
23 \$30,549.68 in actual litigation costs, and a true and correct copy of a report showing current costs is
24 attached hereto as **Exhibit 4**.

25 16. Administration Expenses Payment: The Settlement provides an Administration
26 Expenses Payment to the Administrator, payable from the GSA, as approved by the Court pursuant to
27 the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval,
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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, 6.1.) A true and correct copy of Phoenix’s bid of \$29,950.00 is attached hereto as **Exhibit 5**.

17. **Aggrieved Employees; PAGA Period:** Aggrieved Employees is defined as all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period. (*Id.* at ¶ 1.33.) For purposes of Settlement, the “PAGA Period” is March 2, 2024, through June 29, 2026. (*Id.* at ¶ 1.31.)

18. **PAGA Penalties; Individual PAGA Payments:** The Settlement allocates PAGA Penalties in the amount of \$50,000.00 to be paid from the Gross Settlement Amount, with 65% (\$32,500.00) allocated to the LWDA PAGA Payment and 35% (\$17,500.00) allocated to the Individual PAGA Payments. (*Id.* at ¶¶ 1.35, 3.2.5.) Each Aggrieved Employee will be entitled to a pro rata share of the 35% share of the PAGA Penalties directly proportional to their number of PAGA Pay Periods. (*Id.* at ¶ 3.2.5.a.) This results in an average Individual PAGA Payment of roughly **\$7.31** for each of the estimated 2,393 Aggrieved Employees (\$17,500.00 / 2,393), and a PAGA Pay Period value of roughly **\$0.43** for each of the 41,126 estimated Pay Periods in the PAGA Period (\$17,500.00 / 41,126).

19. **Net Settlement Amount:** The Net Settlement Amount means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Enhancement Award, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. (*Id.* at ¶ 1.27.) The remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id.*) Accordingly, the Net Settlement Amount will be *no less than* **\$1,167,550.00** for an estimated Class of **3,965 individuals**.¹

¹ The Net Settlement Amount was calculated by deducting the following from the \$1,935,000.00 GSA: \$7,500.00 for the Class Representative Enhancement Award, up to \$29,950.00 for the Administration

1 20. Class Members/Period: The Settlement Class is defined as all current and former hourly-
2 paid or non-exempt employees of Defendant in California employed during the Class Period, which for
3 the avoidance of doubt may also include Aggrieved Employees. (*Id.* at ¶ 1.4.) For purposes of Settlement,
4 the “Class Period” is March 6, 2021, through July 29, 2026. (*Id.* at ¶ 1.12.)

5 21. Individual Class Payments: Each Class Member who does not opt-out will be entitled
6 to a pro rata share of the Net Settlement Amount that is directly proportional to the number of
7 Workweeks worked during the Class Period. (*Id.* at ¶ 3.2.4.) The estimated **\$1,167,550.00** Net Settlement
8 Amount results in an average Individual Class Payment of roughly **\$294.46** for each of the estimated
9 3,965 Class Members ($\$1,167,550.00 / 3,965$),² and a Workweek value of roughly **\$6.72** for each of the
10 173,758 estimated Workweeks in the Class Period ($\$1,167,550.00 / 173,758$).

11 22. Tax Allocations: 20% of each Participating Class Member’s Individual Class Payment
12 will be allocated to settlement of wage claims (the “Wage Portion”). (*Id.* at ¶ 3.2.4.a.) 80% of each
13 Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for
14 interest and penalties (the “Non-Wage Portion”). (*Id.*) The Administrator will report the Individual
15 PAGA Payments on IRS 1099-MISC Forms. (*Id.* at ¶ 3.2.5.b.)

16 23. Disbursement and Uncashed Funds: Disbursement will occur within 14 calendar days
17 after Defendant funds the entire GSA. (*Id.* at ¶ 4.2.) Class Members will not need to submit any claim
18 form as a condition of receiving individual settlement payments. (*Id.* at ¶ 3.1.) For any Class Member
19 whose Individual Class Payment check or for any Aggrieved Employee whose Individual PAGA
20 Payment check is uncashed and cancelled after 180 days after the date of mailing (the “void date”), the
21 Administrator shall transfer the funds to a *cy pres* recipient in accordance with California Code of Civil
22 Procedure section 384. (*Id.* at ¶¶ 4.2.1, 4.2.3.) The *cy pres* recipient shall be Jewish Federation Los
23 Angeles, as approved by the Court. (*Id.* at ¶ 4.2.3.) The Parties, Class Counsel, and Defense Counsel

24 Expenses Payment, \$50,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees,
25 \$645,000.00 for the Class Counsel Fees Payment, and up to \$35,000.00 for the Class Counsel Litigation
Expenses Payment. (Settlement, ¶¶ 3.2–3.2.5.)

26 ² At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will
27 be calculated by the Administrator following preliminary approval and receipt and processing of the Class
28 Data. (Settlement, ¶ 6.1.) The high and low range of payments will be provided to the Court in a motion for
final approval.

1 represent that they have no interest or relationship, financial or otherwise, with the intended *cy pres*
2 recipient. (*Id.*)

3 24. Released Class Claims: This release includes, without limitation, a release of all claims
4 alleged in the Operative Complaint for alleged failure to pay minimum wages, failure to pay overtime
5 compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to
6 indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide
7 accurate itemized wage statements, violation of California Business and Professions Code sections
8 17200, et seq., and statutory waiting time penalties based on the foregoing (collectively, the “Released
9 Class Claims”). (*Id.* at ¶ 5.2.)

10 25. Released PAGA Claims: This release includes any and all claims for civil penalties, and
11 attorneys’ fees and costs, under PAGA that were alleged or that reasonably could have been alleged
12 based on the facts alleged in the Operative Complaint and Plaintiff’s PAGA Notice, including, but not
13 limited to, failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal
14 periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses,
15 failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements
16 (collectively, the “Released PAGA Claims”), arising during the PAGA Period. (*Id.* at ¶ 5.3.)

17 26. Plaintiff’s Release: This release includes, without limitation, a release of all claims
18 alleged in the Operative Complaint for alleged failure to pay minimum wages, failure to pay overtime
19 compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to
20 indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide
21 accurate itemized wage statements, violation of California Business and Professions Code sections
22 17200, et seq., civil penalties under PAGA, and statutory waiting time penalties based on the foregoing
23 (collectively, the “Plaintiff’s Release”). (*Id.* at ¶ 5.1.)

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

1 28. Released Parties: Defendant Occidental College, and each of its past, present, and/or
2 future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or
3 assigns; and their past, present, and future officers, directors, shareholders, partners, agents, insurers,
4 employees, advisors, accountants, representatives, trustees, heirs, executors, administrators,
5 predecessors, successors, or assigns, and any other entities or persons acting by, through, under, or in
6 concert with any of them. (*Id.* at ¶ 1.42.)

7 29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be
8 mailed via first-class U.S. mail in English and Spanish to the current address of each Class Member. (*Id.*
9 at ¶ 6.4.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the
10 Settlement, the estimate dollar amounts of any Individual Class Payment and/or Individual PAGA
11 Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and
12 PAGA Pay Periods used to calculate these amounts, and how Class Members may, should they choose,
13 opt-out or otherwise object to the Settlement. (*Id.* at ¶¶ 6.4, 6.13-16.13.3, Ex. A.)

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

17 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

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

26 32. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided
27 by Defendant, on Plaintiff's expert's analysis of the sample records provided by Defendant, and on
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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, it is estimated that there are approximately 3,965 Class Members who collectively worked 173,758 Workweeks during the Class Period, and 2,393 Aggrieved Employees who collectively worked 41,126 PAGA Pay Periods during the PAGA Period. (*Id.* at ¶ 7.1.) Additionally, there were an estimated 2,221 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, that Class Members' average hourly rate was \$21.46, and that the average regular hourly rate was \$21.67.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	173,758 Workweeks	\$21.67 average regular rate	Based on Expert Analysis of Records	\$5,847.20*
Unpaid Wages (Off the Clock)	173,758 Workweeks	\$21.46 average hourly rate	113,135 net unpaid hours (assuming 10 minutes per shift) (67.8% overtime)	\$325,092.74**
Meal Period Violations	173,758 Workweeks	\$21.46 average hourly rate	235,357 unique meal break violations	\$1,010,152.24*
Rest Period Violations	173,758 Workweeks	\$21.46 average hourly rate	291,025 rest break violations (assuming 50% break violations for shifts of at least 3.5 hours)	\$624,539.65**
Unreimbursed Business Expenses Violations	173,758 Workweeks	\$15 per month	Assumes \$15 per month	\$65,159.25**
Labor Code § 203	Based on approx. 2,221 terminated employees within the 3-year SOL	\$21.46 average hourly rate / 30-day max.	Assumes 6.8 hours / day	\$489,521.45***
Labor Code § 226	Based on approx. 2,393 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay	Based on 41,126 pay periods within the 1-year SOL	\$199,647.50***

		periods / \$4,000 employee max.		
PAGA	Based on 41,126 pay periods within the 1-year SOL	\$100 per pay period	Based on 41,126 pay periods within the 1-year SOL	\$205,630.00***
Total				\$2,925,590.04
* These figures are discounted based on a 20% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits. ³				

33. Plaintiff's unpaid wages claim is based, in part, on allegations that Defendant failed to incorporate all remuneration, including 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 9,663 identifiable additional remunerations that were made yet not factored into the regular rate of pay, impacting 8.6% of Class Members for sick pay and 5.9% of Class Members for overtime pay and resulting in a maximum exposure of \$29,236.00. Specifically, Plaintiff's expert identified additional the following pay codes: DIF (shift differentials); Imputed GFT (gifts/prizes); SPC (special pay); and BON (bonus payment). However, Defendant argues these payments 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, this results in nominal exposure as only 1.6% of pay periods included sick pay and additional compensation and only 2.0% of pay periods included overtime pay and additional compensation. Also, Defendant argues that the existence of the CBA preempts Plaintiff's claims. Due to the lack of written policies regarding criteria for bonus payments and

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

1 Defendant's minimal exposure, I acknowledge the foregoing presents significant risk with certifying this
2 claim and proof on the merits. Therefore, I applied an 80% discount to the maximum exposure figure;
3 accordingly, I arrived at **a realistic damage estimate of \$5,847.20 for the regular rate claim.**

4 34. Plaintiff's unpaid wages claim is also based on allegations that Defendant failed to pay
5 all minimum and overtime wages due to off-the-clock work performed related to time spent waiting to
6 clock in and out of work. Plaintiff alleges that she was required to complete work-related tasks after she
7 had already clocked out, which would generally take about 10 minutes to complete. Therefore, Plaintiff's
8 Counsel estimated Class Members spent an average 10 minutes off the clock per shift. Accordingly,
9 Plaintiff's Counsel and data expert estimated Defendant failed to pay Class Members for approximately
10 113,135 hours, 67.8% of which should have been paid at the overtime rate. From this, and in light of the
11 average rates of the Class Members, Defendant's estimated maximum potential liability is
12 \$3,250,927.44. Defendant contends that all time worked was compensated, that the time spent waiting
13 to clock in and out of work was *de minimis*, that Class Members were not permitted to work off-the-
14 clock, and that this claim is highly individualized and not susceptible to class-wide treatment. I
15 acknowledge that "off-the-clock" claims are difficult to be tried on a class wide basis because there is
16 no apparatus that can be used to prove this claim—there are no records to be used as evidence. In light
17 of these defenses, and for purposes of settlement, I discounted the maximum potential liability by 90%.
18 **Plaintiff's realistic recovery estimate for the unpaid wages claim due to off-the-clock work is**
19 **therefore \$325,092.74.**

20 35. Plaintiff's meal period claim is based on allegations that Defendant did not provide or
21 maintain sufficient meal period practices, such that Class Members were not always permitted or able to
22 take meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without
23 compensation in lieu thereof. The sample of time and corresponding payroll records for the putative
24 Class indicated that Defendant either failed to provide a meal period or provided a short and/or untimely
25 meal period 235,357 times throughout the Class Period, resulting in a 44.1% violation rate. Plaintiff's
26 Counsel and its data expert then calculated that, in light of these violations and the average hourly rate
27 of the putative Class, that Defendant had a potential liability of \$5,050,761.22 (235,357 unique violations
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x \$21.46 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. Also, records reveal that 42.6% of the violations are accompanied by valid meal waivers. 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 80% discount to the potential liability. **Plaintiff's realistic recovery estimate for the meal period claim is therefore \$1,010,152.24.**

36. The rest break claim is based on allegations 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 of at least 3.5 hours in length and, based on the average hourly rate of the putative Class, calculated Defendant's potential liability to be \$6,245,396.50 (291,025 unique rest break violations x \$21.46 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. Defendant also argues that the rest period claim is preempted by the CBAs. 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 \$624,539.65.**

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, for the use of their personal cellphone for work purposes. The precise value of all necessary

1 business expenses Class Members incurred could not be calculated. Therefore, in preparation for
2 mediation, Plaintiff's Counsel estimated Defendant owed approximately \$15.00 a month to each Class
3 Member in the statutory period and that Defendant's potential liability is \$651,592.50. Defendant
4 contends it complied with all its reimbursement obligations, that cellphone use was not required for
5 work, and further, that the reimbursement claim would be difficult to certify, given the individualistic
6 nature of this claim. Defendant further argues that the CBA pre-empts this claim. In light of these
7 defenses, and for purposes of settlement, I discounted Defendant's potential liability by 90%. **Plaintiff's**
8 **realistic recovery estimate for the unreimbursed expenses claim is therefore \$65,159.25.**

9 38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
10 estimates Defendant's maximum potential recovery, prior to risk-adjustment, is \$23,475,029.00, which
11 breaks down as follows: **\$9,790,429.00** for waiting time penalties for approximately 2,221 terminated
12 Class Members in the 3-year SOL; a **\$3,992,950.00** penalty for inaccurate wage statements based on
13 approximately 2,393 Class Members in the 1-year SOL; and **\$4,112,600.00** for PAGA penalties based
14 on 41,126 Pay Periods and the Court assessing a \$100 penalty for each pay period containing a violation.
15 However, I believe it would be unrealistic to expect the Court to award the full exposure amount given
16 the discretionary nature of awarding penalties and given Defendant's defenses, including without
17 limitation, that any failure to pay all final wages at the time of separation was not willful or intentional
18 and that to the extent Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered
19 no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive
20 nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's
21 overall liability for statutory and civil penalties. Furthermore, considering the underlying wage claims
22 are realistically estimated to be \$2,030,791.09, awarding such a disproportional amount in penalties
23 would also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty
24 (resulting in **\$489,521.45** for waiting time penalties, **\$199,647.50** for inaccurate wage statement
25 penalties, and **\$205,630.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate**
26 **of \$894,798.95 for statutory and civil penalties.**

1 39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery**
2 **for all claims, including penalties, is \$2,925,590.04.** This means **the \$1,935,000.00 gross settlement**
3 **figure represents roughly 66% of the total realistic recovery.** This is an excellent result for the Class,
4 particularly because, under the Settlement, Class Members will receive timely and guaranteed relief,
5 avoiding the risk of not being able to recover anything.

6 40. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that
7 satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing
8 Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation,
9 Defendant has had to hire legal counsel, engage in informal class-wide discovery, and participate in
10 mediation. Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming
11 final settlement approval is granted. (Settlement, ¶ 3.2.5.) Not including its own attorneys' fees and costs
12 as well as the employer's share of payroll taxes, Defendant will pay \$1,935,000.00 to resolve this
13 matter—of which \$50,000.00 is allocated toward the PAGA claims and will be distributed, in
14 compliance with Labor Code section 2699 as 65% (\$32,500.00) to the LWDA and 35% (\$17,500.00) to
15 Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved
16 Employees from pursuing any individual claims they may have against Defendant or the other Released
17 Parties. Moreover, Plaintiff's Counsel are of the opinion that because the issues here are fairly contested,
18 there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the
19 merits due to the largely discretionary nature of awarding PAGA penalties. In other words, were this
20 matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial
21 reduction.

22 41. Further, Plaintiff's Counsel took into account the risk of not being able to proceed on a
23 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
24 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties
25 and in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff
26 would be successful at trial, assuming she is first able to certify the claims and defeat the manageability
27 issues presented at litigation, Plaintiff could be awarded substantially less than what was obtained
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1 through the Settlement. In sum, the \$50,000.00 PAGA Penalties allocation under the Settlement
2 constitutes genuine and meaningful relief.

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

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

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

4 45. The proposed \$1,935,000.00 Settlement represents a substantial recovery when
5 compared to the reasonably forecasted recovery for the Class. When considering the risks of litigation,
6 the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability,
7 and the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness,
8 and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
9 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399,
10 408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff
11 class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount
12 that is in controversy and the realistic range of outcomes of the litigation"].)

13 THE ENHANCEMENT AWARD TO PLAINTIFF IS REASONABLE

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

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

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

8 49. This class action would not have been possible without the aid of Plaintiff, who put her
9 own time and effort into this litigation and placed herself at risk for the sake of the Class. The requested
10 enhancement award to Plaintiff for her service as the Class Representative is a relatively small amount
11 of money considering the time and effort put into the litigation and compared to enhancements granted
12 in other class actions. The requested enhancement award is therefore reasonable to compensate Plaintiff
13 for her active participation in this lawsuit.

14 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

26 53. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage-and-
27 hour litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in
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1 the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
2 <http://www.laffeymatrix.com/see.html> [last visited August 31, 2026].) The Laffey Matrix is a “well-
3 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
4 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
5 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
6 upwards based on “locality pay differentials” and the location of counsel’s office in California to
7 determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to
8 the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential
9 of the District of Columbia and San Francisco, California, where counsel’s office was located].) To
10 determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality
11 pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based
12 on my firm’s location in Los Angeles, California, the locality pay differential of the Los Angeles-Long
13 Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is
14 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los
15 Angeles-Long Beach, CA, Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-
16 Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long
17 Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and
18 **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate
19 with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)).
20 Accordingly, my current billing rate of \$950.00 per hour is reasonable.

21 54. I am experienced in prosecuting and defending employment matters, particularly class
22 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice
23 on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel
24 for other wage-and-hour class action lawsuits pending in various California counties, including in state
25 and federal courts. The following is a list of some of our recent class action settlements that have received
26 preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size
27 approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class
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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.

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

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

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

- 14 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath*
15 *Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order
16 on all causes of action following contested briefing in a wage-and-hour class action.
- 17 (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
18 *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was granted in part.
- 19 (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
20 *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- 21 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
22 motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No.
23 19STCV44400), which was granted in part and denied in part in October 2022.
- 24 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of
25 *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP
26 (RAOx)) 2020 WL 1934954, where defendant removed a wage-and-hour class alleging
27 that Plaintiffs' claims were pre-empted by the Labor Management Relations Act.
- 28

- 1 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald,*
2 *U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There,
3 the Court of Appeal reversed a dismissal of an individual defendant following the trial
4 court’s granting of a demurrer without leave to amend relating to alter ego allegations.
- 5 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo*
6 *v. Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-
7 MRWx) 2018 WL 1352910. Defendants there sought to remove the case based on the
8 inclusion of a “sham defendant,” but the court agreed with Mr. Feghali’s briefing which
9 argued that the individual defendant, who was alleged to have harassed the Plaintiffs under
10 FEHA, was a proper defendant.
- 11 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled
12 for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali
13 has resolved or assisted in the resolution of approximately 100 cases which has resulted in
14 millions of dollars of unpaid wages being returned to low-wage employees.
- 15 (i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
16 motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which
17 was granted, in part, and denied, in part, in February 2024.

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

12 S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS

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

19 61. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and
20 employment law. Mr. Song has worked on numerous class action cases and representative actions
21 that have been granted final approval, including *Paez et al. v. C&R Restaurant Group, LP*, Kern
22 County Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc.*,
23 San Luis Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds,*
24 *Inc.*, Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc.*,
25 Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats*
26 *(Stockton), LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0012758;
27 *Garcia v. Continental Intermodal Group LP dba CIG Logistics*, Kern County Superior Court, Case
28

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).

62. 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 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Song's billing rate of \$775.00 per hour is reasonable.

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

63. 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 substantive (state and federal) and procedural law of which is frequently evolving.

64. Moon Law Group, PC has been engaged in the practice of employment and labor law

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

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

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

15 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

16 67. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up
17 to one-third of the Gross Settlement Amount, which is currently estimated to be \$645,000.00, and
18 litigation costs up to \$35,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees can be
19 justified under either the lodestar method or the percentage/common-fund recovery method. however,
20 we base the proposed fees award on the percentage method, as many of the entries in the time records
21 will have to be redacted to preserve attorney-client and attorney work product privileges.

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

26 69. It is further estimated that my office will need to expend at least another 50 to 100 hours
27 to monitor the administration process leading up to the final approval, prepare for final approval, and
28

1 oversee distribution to the Class following final approval. My office also bears the risk of taking
2 whatever actions are necessary should Defendant fail to pay.

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

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

19 72. As of the drafting of this motion, my office has incurred \$30,549.68 in expenses
20 litigating this action, and we anticipate accruing additional costs up to final approval. These expenses
21 were reasonably necessary to the litigation and were actually incurred by my office. Moreover, because
22 total litigation costs are below the maximum amount allowed under the Settlement, the difference will
23 revert to Participating Class Members. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

27 (a) Numerous interviews with Plaintiff and review of documents provided by her;
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- (b) Legal research and investigation regarding Defendant's business and employment practices at numerous points in the litigation;
- (c) Preparation and submission of 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.

74. 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 \$1,935,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am

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

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct. Executed on September 2, 2026, at Los Angeles, California.

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Kane Moon
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