

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
S. Phillip Song (SBN 326572)
E-mail: psong@moonlawgroup.com
Micaela de Guzman (SBN 363741)
E-mail: mdeguzman@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Sarah Perez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

SARAH PEREZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

PHAT PANDA, LLC, a limited liability company;
MODERN LEAF CULTURE, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 30-2025-01465080-CU-OE-CXC

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 the Memorandum of Points and
Authorities, the Declaration of Plaintiff, the
Declaration of Jodey Lawrence, and
[Proposed] Order]*

PRELIMINARY APPROVAL HEARING

Date: September 21, 2026

Time: 1:30 p.m.

Dept. CX103

Judge: Hon. David A. Hoffer

Res. ID: 74890817

Action Filed: March 6, 2025

Trial Date: Not set

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I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all of the Courts of the State of California and am one of the attorneys of record for Plaintiff Sarah Perez (“Plaintiff”) and the putative 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 representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff seeks to represent a class of current and former hourly, non-exempt employees of Defendants Phat Panda, LLC. (“Defendant Phat Panda”) and Modern Leaf Culture, Inc. (“Defendant Modern Leaf”, together with Defendant Phat Panda, the “Defendants”) (Defendants, together with Plaintiff, the “Parties”) who were employed by Defendants in California at any time during the period from March 6, 2021, through May 15, 2026, as set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the “Settlement”). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. The proposed Class Notice, Objection Form, Exclusion Form, and Dispute Form are attached to the Settlement, respectively, as **Exhibits A, B, C, and D**.

4. Defendant Modern Leaf operates two storefronts in California. Defendants are related entities through shared ownership, management and distribution. Plaintiff worked for Defendants in a non-exempt, hourly-paid position from approximately March 2024 through November 2024 as a production employee. Plaintiff was classified as non-exempt during the entirety of her employment and was subjected to the same unlawful labor practices as her coworkers.

5. Plaintiff's claim for unpaid wages is two-fold and stems from Defendants' alleged failure to incorporate all nondiscretionary bonuses into the regular rate of pay for purposes of paying overtime, sick pay, and meal break premiums and Defendants' alleged failure to pay employees for off-the-clock work. Plaintiff also alleges that Defendants systematically failed to provide legally

1 compliant meal periods and rest breaks. In addition to the foregoing claims, Plaintiff brings claims
2 for reimbursement of necessary business expenses, and derivative claims against Defendants for
3 waiting time penalties, wage statement violations, unfair business practices, and civil penalties under
4 PAGA.

5 6. Pursuant to PAGA, on March 2, 2025, Plaintiff gave written notice to the California Labor
6 and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with
7 certified mail service on Defendants, and paid the required filing fee. A true and correct copy of
8 Plaintiff’s PAGA notice is attached hereto as **Exhibit 2**. On March 6, 2025, Plaintiff filed a Class
9 Action Complaint, which alleges that Defendants systematically: (1) failed to pay minimum wages;
10 (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize
11 and permit rest breaks; (5) failed to indemnify necessary business expenses; (6) failed to timely pay
12 final wages at termination; (7) failed to provide accurate itemized wage statements; and (8) engaged
13 in unfair business practices.

14 7. On May 9, 2025, Plaintiff filed a First Amended Class and Representative Action
15 Complaint against Defendants to add a ninth cause of action for civil penalties under PAGA (the
16 “Operative Complaint”). A file-stamped copy of the Operative Complaint containing the Court-
17 assigned case number was submitted to the LWDA. To date, the LWDA has not given its intention
18 to investigate and intervene on the matter.

19 8. Defendants ardently oppose the merits of this case and deny Plaintiff’s factual allegations.
20 Defendants argue that the putative Class was paid all minimum wages and overtime wages owed and
21 that Defendants did not allow their employees to work off-the-clock. Defendants also argue that they
22 did not fail to incorporate non-discretionary bonuses or additional remuneration into Class Members’
23 regular rate of pay for purposes of computing overtime, meal break premium, and sick pay, and that
24 any additional remuneration was discretionary. Moreover, Defendants argue that they met their meal
25 and rest period obligations, and that Plaintiff and Class Members were provided with the opportunity
26 to take all meal and rest periods to which they were entitled. As for the unreimbursed business
27 expenses, Defendants maintain they reimbursed Class Members for all necessary business expenses
28 incurred. Furthermore, to the extent that Plaintiff received wage statements that were allegedly

1 inaccurate, Defendants assert that Plaintiff suffered no actual damage or harm as a result, and that
2 there was no knowing or intentional violation. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal.
3 Feb. 19, 2013) No. C 12-05860 CRB, 2013 WL 622032, at *10 [“A plaintiff must adequately plead
4 an injury arising from an employer’s failure to provide full and accurate wage statements, and the
5 omission of the required information alone is not sufficient.”].)

6 9. With respect to Plaintiff’s claim for waiting time penalties, Defendants allege that their
7 good-faith belief that they paid all wages precludes the imposition of waiting time penalties since
8 Plaintiff cannot prove that Defendants’ alleged failure to pay all final wages at the time of separation
9 was “willful.” (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED CV 11–298
10 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendants claim that they did not engage
11 in any unfair business practices and denies liability under PAGA. Finally, Defendants also maintain
12 that the claims are improper for class treatment, in part, due to the individualized and testimony-
13 intensive nature of the wage claims that could bar class certification or significantly reduce
14 Defendants’ overall liability.

15 DISCOVERY AND INVESTIGATION

16 10. The Parties agreed to mediate before Lonnie Giamela, Esq., an experienced wage-and-
17 hour class and representative action mediator. In preparation for mediation, the Parties agreed to a
18 protocol for exchanging documents and information before mediation. Plaintiff obtained from
19 Defendants, through informal but extensive discovery, information sufficient to meaningfully
20 evaluate the claims at issue in the action, including Plaintiff’s complete personnel file, 97% of
21 Defendants’ time and corresponding payroll records for Class Members, and information regarding
22 the estimated number of current and former Class Members, Workweeks, Aggrieved Employees,
23 PAGA Pay Periods.

24 11. In preparation for mediation, Plaintiff’s Counsel reviewed and analyzed all the
25 information Defendants provided, including the sample time/pay records and documents regarding
26 Defendants’ wage and hour policies. Plaintiff’s Counsel retained a statistics expert¹ to analyze the
27

28 ¹ A true and correct of the expert’s curriculum vitae is attached hereto as **Exhibit 3**.

1 sample records and prepare a damage analysis prior to mediation. The sample time and pay records
2 analyzed represented approximately 53% of total shifts worked in the Class Period, which allowed
3 Plaintiff's expert to prepare an analysis with a high degree of certainty. In conjunction with their
4 extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the
5 claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel were able to evaluate
6 the probability of class certification, success on the merits, and Defendants' maximum and realistic
7 monetary exposure for all claims. Thus, Plaintiff's and her counsel's familiarity with the facts of the
8 case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the
9 Settlement.

10 12. To the best of my knowledge, I am not aware of any individual, representative, or class
11 action in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted
12 in this action on behalf of a class or group of individuals who would also be members of the putative
13 Class, as defined in this matter. I have come to the foregoing conclusion after a reasonable inquiry
14 and review of the LWDA's PAGA Case Search website, this Court's case search website, and other
15 information reasonably available online. Additionally, Defendants have not indicated there is any
16 other related case pending as of the date of this declaration. As such, I am unable to name any case
17 the nature of any claims asserted in such case, or the definition of a class of parties on whose behalf
18 any action was brought that would overlap with the putative Class, as defined in this matter, or would
19 otherwise be extinguished or adversely affected by approval of this Settlement.

20 SETTLEMENT NEGOTIATIONS

21 13. On March 16, 2026, the parties participated in a full-day mediation with Lonnie Giamela,
22 Esq., an experienced wage-and-hour class and representative action mediator. The settlement
23 negotiations were at arm's length and, although conducted in a professional manner, adversarial. The
24 Parties went into the mediation willing to explore the potential for a settlement of the dispute, but
25 each side was also prepared to litigate their position through trial and appeal if a settlement had not
26 been reached. After extensive discussion regarding the merits and certifiability of Plaintiff's claims
27 and Defendants' defenses, a settlement was reached by the Parties, the material terms of which are
28 encompassed within Settlement.

1 14. In compliance with Labor Code section 2699, Plaintiff's Counsel submitted to the LWDA
2 a notice of settlement, a copy of the proposed Settlement Agreement, and copies of the motion for
3 preliminary approval documents and preliminary approval hearing date. A true and correct copy of
4 the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 4**. To date, Plaintiff's
5 administrative exhaustion period under PAGA expired without the LWDA indicating its intent to
6 investigate the alleged violations.

7 15. Under the Settlement, and subject to an escalator clause, Defendants agree to pay
8 \$125,000.00 as the Gross Settlement Amount, and to separately pay all employer payroll taxes owed
9 on the Wage Portions of the Individual Class Payments. (Settlement, ¶ 3.0.) The Gross Settlement
10 Amount will be disbursed without requiring the Participating Class Members or Aggrieved Employees
11 to submit any claim form. (*Id.*) None of the Gross Settlement Amount will revert to Defendants. (*Id.*)
12 The Gross Settlement Amount will be funded to the Settlement Administrator in installment payments
13 as follows: (1) an initial \$20,000 payment, due and payable within 30 days after the Effective Date;
14 (2) a second \$20,000 payment, due and payable within 60 days after the Effective Date; (3) a third
15 \$20,000 payment, due and payable within 90 days after the Effective Date; (4) a fourth \$20,000
16 payment, due and payable within 120 days after the Effective Date; (5) a fifth \$20,000 payment, due
17 and payable within 150 days after the Effective Date; (6) a sixth payment of \$25,000, due and payable
18 within 180 days after the Effective Date (collectively the "Funding Schedule").² (*Id.* at ¶ 4.0.) In the
19 event Defendants fail to remit an installment payment, Plaintiff's counsel shall provide written notice
20 and Defendants shall have 15 business days from receipt of notice to cure. (*Id.*) "Effective Date" means
21 the date upon which all of the following have occurred: (i) the Court has approved the Settlement; and
22 (ii) the Court has issued the Final Order and entered Judgment in accordance with the terms described
23 in the Settlement. (*Id.* at ¶ 1.19.)

24 16. Defendants represent that there is a total of 4,000 workweeks during the Class Period. (*Id.*
25 at ¶ 7.0.) If the number of workweeks in the Class Period is 4,400 or more, the Gross Settlement
26 Amount shall be increased by the percentage that the actual number of workweeks exceeds 4,400. (*Id.*)

27
28 ² The Funding Schedule was a critical component in settling the action to ensure Defendants
can fund the Gross Settlement Amount within its financial constraints.

1 However, should the number of workweeks exceed 4,400, Defendants will have the right, in the
2 exercise of their sole discretion, to limit the Class Period to the time at which the number of workweeks
3 reaches 4,400. (*Id.*) Defendants agree to inform Plaintiff and Plaintiff’s counsel which option it is
4 exercising before the hearing on preliminary approval of the settlement. (*Id.*) If Defendants elect to
5 limit the Class Period to a time at which the number of work weeks reaches 4,400, Defendants must
6 provide written notice of the modified end date of the Class Period. (*Id.*)

7 17. Each Participating Class Member shall be entitled to a *pro rata* share of the Net Settlement
8 Amount, calculated according to the number of Workweeks he or she worked during the Class Period.
9 (*Id.* at ¶¶ 1.24, 3.1.3.1.) Likewise, each Aggrieved Employee shall be entitled to a *pro rata* share of
10 35% of the PAGA Penalties allocated pursuant to California Labor Code section 2699(m) and
11 calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.
12 (*Id.* at ¶ 1.25, 3.1.4.1.) For any Class Member whose Individual Class Payment check or Individual
13 PAGA Payment check is uncashed and cancelled after 180 days from the date of mailing (the “void
14 date”), or for any Class Member whose envelope is returned and no forwarding address can be located
15 for the Class Member after reasonable efforts have been made, the Administrator shall transmit the
16 funds represented by such checks to the California Controller's Unclaimed Property Fund in the name
17 of the Class Member, thereby leaving no “unpaid residue” subject to the requirements of California
18 Code of Civil Procedure (“CCP”) section 384(b). (*Id.* at ¶¶ 4.1.1, 4.1.3.)

19 18. The Settlement provides for a Class Counsel Fees Payment not to exceed 30% of the Gross
20 Settlement Amount (currently estimated to be \$37,500.00) for Plaintiff’s Counsel’s attorneys’ fees,
21 plus reimbursement for out-of-pocket litigation costs not to exceed \$20,000.00. (*Id.* at ¶ 3.1.2.) In the
22 event the amount of actual costs is less and/or the amount of fees and costs approved by the Court are
23 less than the requested amounts, the difference will revert to Participating Class Members. (*Id.*) At this
24 time, my firm has incurred \$15,132.32 in costs, and a true and correct copy of these litigation costs
25 attached hereto as **Exhibit 5**. There is no fee-splitting agreement. At final approval, Plaintiff’s Counsel
26 will provide contemporaneously made billing entries and a final costs report.

27 19. The Settlement Agreement includes a Class Representative Service Payment to Plaintiff
28 in an amount not more than \$5,000.00 from the Gross Settlement Amount, subject to the Court’s

1 approval, in addition to the amount she is eligible to receive as a Class Member. (*Id.* at ¶ 3.1.1) In the
2 event the amount approved by the Court is less than the requested amount, the difference will revert
3 to Participating Class Members. (*Id.* at ¶ 3.1.1.)

4 20. The Parties jointly appoint Phoenix Class Action Administration Solutions (“Phoenix”)
5 as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.1.) The Settlement Agreement provides
6 the Administrator will be paid an Administration Expenses Payment from the Gross Settlement
7 Amount, in an amount not more than \$5,000.00, for its fees and expenses in administering this
8 Settlement. (*Id.* at ¶ 3.1.3.) In the event the amount of costs is less and/or the amount approved by the
9 Court is less than the requested amount, the difference will revert to Participating Class Members. (*Id.*)
10 A true and correct copy of the Administrator’s not-to-exceed bid of \$5,000.00 is attached hereto as
11 **Exhibit 6.**

12 21. The Class is defined as all current and former hourly, non-exempt employees of
13 Defendants who are/were employed by Defendants in California at any time during the Class Period.
14 (*Id.* at ¶ 1.4.) For purposes of Settlement, the “Class Period” is March 6, 2021, through May 15, 2026,
15 unless earlier terminated if the escalator clause is triggered, at the election of Defendants. (*Id.* at ¶¶
16 1.12, 7.0.)

17 22. Aggrieved Employees is defined as all current and former hourly, non-exempt employees
18 of Defendants who are/were employed by Defendants in California at any time during the PAGA
19 Period. (*Id.* at ¶ 1.3.) For purposes of Settlement, the “PAGA Period” is March 2, 2024, through May
20 15, 2026. (*Id.* at ¶ 1.33.)

21 23. The Settlement provides for PAGA Penalties of not more than \$10,000.00 to be paid from
22 the Gross Settlement Amount, with 65% (i.e., \$6,500.00) allocated to the LWDA PAGA Payment and
23 35% (i.e., \$3,500.00) allocated to the Individual PAGA Payments. (*Id.* at ¶ 3.1.4.)

24 24. All Participating Class Members fully and finally will release the Released Parties from
25 any and all claims, actions, or causes of action that are alleged in the Operative Complaint, or that
26 could have been alleged in the Operative Complaint based upon or arising out of the facts alleged
27 therein, that occurred during the Class Period, except for those arising under PAGA (collectively, the
28 “Released Class Claims”). (*Id.* at ¶ 5.1.)

1 25. The “Released PAGA Claims” include any PAGA claim that was alleged in the Operative
2 Complaint and in the LWDA Notice, or that reasonably could have been alleged in the Operative
3 Complaint and in the LWDA Notice based upon or arising out of the facts alleged therein. (*Id.* at ¶
4 5.2.) The Released PAGA Claims are limited to claims arising during the PAGA Period and do not
5 release any Aggrieved Employees’ claims for wages or statutory penalties. (*Id.* at ¶ 5.2.1.) Aggrieved
6 Employees shall be deemed to have released the Released PAGA Claims, regardless of whether his or
7 her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a
8 Non-Participating Class Member. (*Id.*)

9 26. Released Parties is defined as Defendants, and their current and former officers, directors,
10 employees, agents, and representatives, as well as any parent companies, subsidiaries, or affiliated
11 entities. (*Id.* at ¶ 1.42.)

12 27. The release of all claims will be effective upon entry of Judgment and effective on the
13 date Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed
14 on the Wage Portions of the Individual Class Payments. (*Id.* at ¶ 5.)

15 28. The Class Notice will be mailed via first-class U.S. mail to the current address of each
16 Class Member in English and Spanish. (*Id.* at ¶ 6.3.) The Class Notice does not need to translated into
17 any other language as Class Members are proficient in English and/or Spanish. The proposed Class
18 Notice sets forth a statement of case, the terms of the Settlement, the dollar amounts of any Individual
19 Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved
20 Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts, an
21 explanation of how the individual payments are calculated, the Final Approval Hearing information,
22 the procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class
23 Members, and how Class Members may, should they choose, opt-out, challenge the Workweeks, or
24 otherwise object to the Settlement. (*Id.* at ¶¶ 6.3, 6.12, Exs. A, B, C, and D.)

25 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

26 29. Plaintiff’s Counsel have conducted a thorough investigation into the facts of this case.
27 Based on the foregoing discovery and their own independent investigation and evaluation, Plaintiff’s
28 Counsel is of the opinion that the Settlement is fair, reasonable, and adequate. Furthermore, in light

of all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that could be asserted by Defendants both to certification and on the merits, the settlement is in the best interests of the Class Members.

30. Based on my analysis of the time, payroll, and additional records provided by Defendants, Plaintiff's expert's analysis of the time and payroll records provided by Defendants, and information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendants faced. I took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. According to the data Defendants provided at mediation and their own representation, there are an estimated 46 Class Members who worked approximately 4,000 Workweeks (Settlement, ¶ 7.). It is also estimated that Class Members' average hourly rate is \$18.47. Additionally, there are 38 Aggrieved Employees who worked approximately 891 PAGA Pay Periods and an estimated 24 former employees for waiting time penalties.

Accordingly, I calculated Defendants' potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Amount
Unpaid Wages (Regular Rate)	4,000 Workweeks	Negligible, if any, value	Negligible, if any, value	Negligible, if any, value
Unpaid Wages (Off-the-Clock Work)	4,000 Workweeks	\$18.47 average hourly rate	3,067 net unpaid hours (assuming 10 minutes per shift; 89% overtime)	\$20,463.91**
Meal Period Violations	4,000 Workweeks	\$18.47 average hourly rate	1,091 unique meal break violations (6.2% unique meal break violations for shifts over 5 hours)	\$10,075.39*
Rest Break Violations	4,000 Workweeks	\$18.47 average hourly rate	18,014 unique rest break violations (assumes 100% violation rate for shifts of at	\$83,179.65**

			least 3.5 hours)	
Unreimbursed Business Expenses	4,000 Workweeks	\$25 per month	Assumes \$25 per month	\$6,250.00**
Labor Code §203	Based on approximately 24 terminated employees	\$18.47 average hourly rate / 30-day max.	Assumes 8 hours/day	\$10,715.50***
Labor Code §226	Based on approximately 38 class members within the 1-year statute of limitations	\$50 for initial violation; \$100 for each subsequent pay period with \$4,000 employee maximum	Based on 891 pay periods within the 1-year SOL	\$8,720.00***
PAGA	Based on approximately 891 pay periods within the 1-year statute of limitations	\$100 per pay period	Based on 891 pay periods within the 1-year SOL	\$8,910.00***
Total for Class Claims				\$148,314.44
* This figure is discounted based on a 50% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 25% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits.				

31. As discussed above, Plaintiff's unpaid overtime claim is based on allegations that Defendants failed to incorporate non-discretionary remuneration into Class Members' regular rate of pay for purposes of paying overtime pay, meal break premiums, and sick pay. However, Plaintiff's expert and Plaintiff's Counsel reviewed Defendants' sample pay records and determined the data did not support Plaintiff's allegations on a Class-wide basis. As a result, the regular rate claim was determined to have **negligible, if any, value.**

32. As discussed above, Plaintiff's unpaid wages claim is also based on allegations that Defendants did not compensate Class Members for off-the-clock work. According to Plaintiff, Defendants did not compensate Class Members for time spent clocking -in and -out before and after shifts, including before and after meal breaks. Moreover, Plaintiff alleges that Defendants required Class Members to answer work-related messages, emails, and calls, while off-the-clock. Further, due

1 to the nature of their work and Defendants chronic understaffing, Plaintiff alleges Class Members
2 were required to work during meal breaks, uncompensated. For purposes of mediation, Plaintiff's
3 Counsel assumed, based on information from Plaintiff, that each Class Member performed 10
4 minutes of unpaid work each shift, and thereby arrived at 3,067 net unpaid hours, 89% of which is
5 estimated to be overtime. Defendants' estimated maximum exposure for this claim is \$81,855.62.
6 However, Defendants argue that employees were compensated for all hours worked, and that
7 Defendants does not require or permit its employees to work outside of their scheduled shift times
8 or during meal breaks. Although I believe there is merit to this claim, I acknowledge the foregoing
9 presents significant risk with certifying this claim and proof on the merits. Certification and proof of
10 this claim would require declarations from Class Members and obtaining such declarations could
11 potentially reveal that each Class Member had a different experience with respect to working off-
12 the-clock. Additionally, "off-the-clock" claims are difficult to be tried on a class wide basis because
13 there is no apparatus that can be used to prove this claim – e.g. there are no records to be used as
14 evidence. Therefore, I applied a 75% discount to the maximum exposure figure; accordingly, I
15 arrived at **a realistic damage estimate of \$20,463.91 for the unpaid off-the-clock work claim.**

16 33. As discussed above, Plaintiff's meal period claim is based on allegations that due to the
17 nature of their work, and Defendants' facially unlawful policies and practices, Class Members' meal
18 breaks were often interrupted, and sometimes missed altogether. Plaintiff alleges that Defendants
19 regularly required Plaintiff and Class Members to work in excess of five consecutive hours without
20 providing a 30-minute, continuous and uninterrupted, duty-free meal period, or without
21 compensating Plaintiff and Class Members for meal periods that were not provided by the end of the
22 fifth hour of work or tenth hour of work. Plaintiff's expert reviewed the sample records that
23 Defendants produced and assessed a 6.2% violation rate for shifts over 5 hours. Defendant's
24 estimated maximum exposure for this claim is \$20,150.77. However, Defendants contend that many
25 compliant meal breaks were taken and that where a violation appears, it was a result of employees
26 voluntarily waiving their break rights. Indeed, Plaintiff's expert found that the unique meal period
27 violation rate dropped to about 2.3% if meal period waivers were taken into account. Furthermore,
28 Defendants argue that this claim is improper for class treatment, in part, given the individualized

1 nature of assessing non-compliant meal periods and resulting damages. Although I believe there is
2 merit to this claim, I acknowledge the foregoing presents some risk with certifying this claim and
3 proof on the merits. Certification and proof of this claim would require declarations from Class
4 Members and obtaining such declarations potentially would reveal that each Class Member had a
5 different experience with respect to meal periods. Therefore, I believe a 50% discount to the
6 maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic**
7 **damage estimate of \$10,075.39 for the meal period claim.**

8 34. As discussed above, Plaintiff's rest period claim is based on allegations that due to the
9 nature of their work, Class Members' rest periods were often interrupted, and sometimes missed
10 altogether. I assumed, based on information from Plaintiff, a 100% violation rate for shifts of at least
11 3.5 hours. Plaintiff's expert thus determined that there are 18,014 unique rest period violations and
12 that Defendants did not pay any premium wages, resulting in an estimated maximum exposure of
13 \$332,718.58. Defendants maintain that they complied with all rest period obligations and that the
14 putative Class was provided with the opportunity to take all rest periods to which they were entitled
15 or otherwise voluntarily waived breaks. Moreover, Defendants argue that this claim is improper for
16 class treatment, in part, given the individualized nature of assessing non-compliant rest periods and
17 resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing
18 presents significant risk with certifying this claim and proof on the merits, particularly as rest periods
19 were not recorded nor are they required to be recorded under California law. Certification and proof
20 of this claim would require declarations from Class Members and obtaining such declarations
21 potentially would reveal that each Class Member had a different experience with respect to rest
22 periods. Therefore, I applied a 75% discount to the maximum exposure. Applying this discount, I
23 accordingly arrived at **a realistic damage estimate of \$83,179.65 for the rest period claim.**

24 35. As discussed above, Plaintiff's claim for unreimbursed business expenses is based on
25 allegations that Defendant's employees were not reimbursed for expenses incurred in direct
26 discharge of their duties. Plaintiff alleges that Defendants required Class Members to use their
27 personal cellphones for work purposes to answer work-related messages, calls, and emails. For
28 purposes of mediation, I assumed Defendants failed to reimbursement Class Members \$25.00 per

1 month, resulting in an estimated maximum liability of \$25,000.00. However, Defendants argue that
2 personal cellphone use was not required for work and that Defendants complied with all its
3 reimbursement obligations. Additionally, this claim presents difficulties with certification because
4 of the individualized nature of employees' incurred business expenses, including the use of their
5 personal cellphone. Certification and proof of this claim would require declarations from Class
6 Members and obtaining such declarations potentially would reveal that each Class Member had a
7 different experience with respect to unreimbursed business expenses. I applied a 75% discount to the
8 maximum exposure. Applying this discount, I accordingly arrived at **a realistic damage estimate of**
9 **\$6,250.00 for the unreimbursed business expenses claim.**

10 36. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
11 estimated that Defendants' realistic potential liability is **\$283,455.00**. Statutory and civil penalties
12 were calculated as follows: \$107,155.00 for waiting time penalties based on approximately 24
13 terminated class members within the relevant time period; \$87,200.00 for inaccurate wage statements
14 based on approximately 38 class members within the 1-year statute of limitations, and \$89,100.00
15 for PAGA penalties based on the Court assessing a \$100 penalty for each pay period (891 pay
16 periods). However, I believe that it would be unrealistic to expect the Court to award the full
17 \$283,455.00 in penalties given Defendants' defenses and the discretionary nature of penalties.
18 Considering that the underlying wage claims are realistically estimated to be \$119,968.94 awarding
19 such a disproportional amount in penalties would also raise Due Process concerns. Weighing these
20 factors, I applied to 90% discount to each penalty (resulting in \$10,715.50 for waiting time penalties,
21 \$8,720.00 for inaccurate wage statement penalties, and \$8,910.00 for PAGA penalties), and arrived
22 at **\$28,345.50 for statutory and civil penalties.**

23 37. Using these estimated figures, Plaintiff predicted that the realistic recovery for all
24 **claims, including penalties, is \$148,314.44**. This means that the \$125,000.00 settlement figure
25 represents approximately **84%** of the realistic recovery. This is an excellent result for the Class,
26 particularly because, under the proposed Settlement, Class Members will receive timely, guaranteed
27 relief and will avoid the risk of an unfavorable judgment.

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

4 39. Plaintiff's Counsel is also of the opinion that because the issues here are fairly contested,
5 there is a possibility of the Court not awarding PAGA penalties even if Plaintiff prevailed on the
6 merits due to the largely discretionary nature of awarding PAGA penalties. In other words, were this
7 matter to go to trial, any award granted would be at the discretion of the Court and subject to a
8 substantial reduction.

9 40. The Settlement obviates the significant risk that this Court may deny certification of all
10 or some of Plaintiff's claims. Furthermore, even if Plaintiff was able to pursue her claims on a class-
11 wide basis and thereafter obtained certification of all or some of the claims, continued litigation
12 would be expensive, involving a trial and possible appeals, and would substantially delay and reduce
13 any recovery by the Class Members.

14 41. This Settlement avoids the risks and the accompanying expense of further litigation.
15 Although the Parties have engaged in a significant amount of investigation, informal discovery and
16 class-wide data analysis, they have not conducted extensive formal discovery. Moreover, preparation
17 for class certification and a trial would remain for the Parties as well as the prospect of appeals in the
18 wake of a disputed class certification ruling for Plaintiff and/or adverse summary judgment ruling.
19 As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

20 42. The Net Settlement Amount available for settlement payments is no less than **\$47,500.00**
21 for an estimated Class size of **46 individuals**.³ As a result, it is estimated each Participating Class
22 Member is eligible to receive an average benefit of approximately **\$1,032.61** prior to tax
23 withholdings on the wage portion of payments. Considering Class Members' average hourly rate is
24 \$18.47, the average benefit is approximately **55.91 hours of work**. Additionally, there are **38**

25 _____
26 ³ The Net Settlement Amount is at least \$125,000.00 less the following: \$5,000.00 for the
27 Class Representative Service Payment, \$5,000.00 for the Administration Expenses Payment,
28 \$10,000 for the PAGA Penalties payments to the LWDA and to Aggrieved Employees, \$37,500.00
for Class Counsel Fees Payment, and up to \$20,000.00 for Class Counsel Expenses Payment.
(Settlement, ¶¶ 1.28, 3.0-3.1.4.)

1 **Aggrieved Employees** who are each expected to receive an average of **\$92.11** from the total
2 Individual PAGA Payments of \$3,500.00. The **average PAGA Pay Period value is estimated to**
3 **be \$3.93** based on the 891 PAGA Pay Periods during the PAGA Period. The actual amounts to
4 Participating Class Members and Aggrieved Employees will vary based on each individual's
5 duration of work during the Class Period or PAGA Period, respectively; thus, those who worked
6 longer for Defendants during the relevant period will receive a benefit greater than the average
7 estimated amount. Based on 4,000 Workweeks, **the average Workweek value is estimated to be**
8 **\$11.88**. Assuming a Class Member worked one Workweek, the estimated lowest Individual Class
9 Payment is \$11.88. There are 271 weeks in the Class Period from March 6, 2021 to May 15, 2026.
10 Assuming a Class Member worked for the entire duration of the Class Period, the estimated highest
11 Individual Class Payment is \$3,219.48 (\$11.88 Workweek value x 271 Workweeks). Assuming an
12 Aggrieved Employee worked one PAGA Pay Period, the lowest Individual PAGA Payment is
13 estimated to be \$3.93 (\$3.93 average PAGA Pay Period value x 1 PAGA Pay Period). There are
14 approximately 58 bi-weekly pay periods in the PAGA Period from March 2, 2024 to May 15, 2026.
15 Assuming an Aggrieved Employee worked for the entire duration of the PAGA Pay Period, the
16 highest Individual PAGA Payment is estimated to be \$227.94 (\$3.93 average PAGA Pay Period
17 value x 58 PAGA Pay Periods). Accurate estimates of the high, low, and average payments will be
18 provided to the Court in Plaintiff's Motion for Final Approval after the Administrator has processed
19 the Class Data and will be provided to the Court in a motion for final approval.

20 43. The proposed settlement of \$125,000.00 therefore represents a substantial recovery when
21 compared to Plaintiff's reasonably forecasted recovery. When considering the risks of litigation, the
22 uncertainties involved in achieving class certification, the burdens of proof necessary to establish
23 liability, the probability of appeal of a favorable judgment, it is clear that the settlement amount of
24 \$125,000.00 is within the "ballpark" of reasonableness, and preliminary settlement approval is
25 appropriate.

26 THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

27 44. Throughout this litigation, Plaintiff, who was a former employee of Defendants, has
28 cooperated immensely with my office and has taken many actions to protect the interests of the Class.

1 Plaintiff provided valuable information regarding her hours worked, and what duties were performed
2 during those hours. Plaintiff also provided information regarding meal and rest periods taken and
3 missed by Plaintiff and other Class Members. Plaintiff participated in decisions concerning this
4 action, assisted in preparation for the mediation session, and provided my office with the names and
5 contact information of potential witnesses in this action. Before we filed this case, Plaintiff worked
6 with my office to determine the viability of her claims. Plaintiff also provided information and
7 documents relating to her employment by Defendants. The information and documentation provided
8 by Plaintiff was instrumental in establishing the wage and hour violations alleged in this action, and
9 the recovery provided for in the Settlement would have been impossible to obtain without her
10 participation.

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

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

22 47. Plaintiff worked for Defendants for approximately 39 weeks and 20 pay periods from the
23 beginning date of Plaintiff's employment of approximately March 2024 to November 2024 (when
24 she stopped working for Defendants). As a result, Plaintiff's Individual Class Payment is estimated
25 to be \$463.13 (\$11.88 Workweek value x 39 Workweeks), and Plaintiff's Individual PAGA Payment
26 is estimated to be \$78.60 (\$3.93 average PAGA Pay Period value x 20 PAGA Pay Periods). Plaintiff
27 will provide accurate estimates to the Court in Plaintiff's Motion for Final Approval.
28

1 48. In the final analysis, this class action would not have been possible without the aid of
2 Plaintiff, who put her own time and effort into this litigation and placed herself at risk for the sake
3 of the Class. The requested service payment to Plaintiff for her service as the Class Representative
4 is a relatively small amount of money considering the time and effort put into the litigation and
5 compared to payments granted in other class actions. The requested service payment is therefore
6 reasonable to compensate Plaintiff for her service and active participation in this lawsuit.

7 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

20 52. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage and
21 hour litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing
22 in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey
23 Matrix, <http://www.laffeymatrix.com/see.html>, [last visited June 26, 2026].) The Laffey Matrix is a
24 “well-established objective source for rates that vary by experience” used by the District of
25 Columbia. (*In re HPL Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912, 921 (N.D. Cal.
26 2005).) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 7**. California
27 Courts have adjusted the Laffey Matrix rate upwards based on “locality pay differentials” and the
28 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 Class Counsel's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, eff. January 12, 2026 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, eff. January 12, 2026.) True and correct copies of the Los Angeles-Long Beach and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 8** and **Exhibit 9**, respectively. Based on my nearly 19 years of experience, my 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. 7.) Accordingly, my current billing rate of \$950 per hour is reasonable.

53. I am experienced in prosecuting and defending employment matters, particularly class and PAGA 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 counties throughout California, 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.,*

1 *LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659, at *10 (class size
2 approx. 2,650; lead counsel) (in approving my \$650 hourly rate in that case, the Court found: “Class
3 Counsel’s declarations show that the attorneys are experienced and successful litigators. Other courts
4 have approved the attorneys’ current rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail*
5 *Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v.*
6 *Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel);
7 *Onofre v. Caitac Garment Processing, Inc.* (LASC No. BC702283) (class size approx. 750; lead
8 counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead
9 counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100;
10 co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead
11 counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size
12 approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx.
13 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size
14 approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-
15 CV-UOE-2021-0000865) (class size 435; lead counsel).

16 ALLEN FEGHALI’S EXPERIENCE AND QUALIFICATIONS

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

22 55. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice
23 has focused on advocating for the rights of employees at the trial-court and appellate level. Prior to
24 approximately June 2018, with the exception of a handful of cases, his practice focused on individual
25 FEHA and wrongful termination claims, as well as individual wage and hour claims. In June 2018,
26 Mr. Feghali became heavily involved in the firm’s class and PAGA representative action practice.

27 56. Mr. Feghali’s current billing rate is \$900.00 per hour, which is his usual hourly rate in
28 wage and hour litigations. Based on Mr. Feghali’s nearly 12 years of experience, his Laffey Matrix

1 rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)).
2 (See Ex. 7.) As compared to the Laffey Matrix rate and when considering his experience, Mr.
3 Feghali's billing rate of \$900.00 per hour is reasonable.

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

- 7 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et*
8 *al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which
9 resulted in a certification order on all causes of action following contested
10 briefing in a wage and hour class action.
- 11 (b) Mr. Feghali prepared the briefing in a contested class certification motion in
12 the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790),
13 which was argued and taken under submission by the Court on February 3,
14 2022.
- 15 (c) Mr. Feghali prepared the briefing in a contested class certification motion in
16 the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397), which is not
17 currently scheduled for hearing.
- 18 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class
19 certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc.,*
20 *et al.* (No. 19STCV44400), which was granted, in part, and denied, in part, in
21 October 2022.
- 22 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the
23 matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV
24 20-1448 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage
25 and hour class alleging that Plaintiff's claims were pre-empted by the Labor
26 Management Relations Act.
- 27 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian*
28 *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.

58. 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).

S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS

59. 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.

60. Mr. Song's current billing rate is \$650.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Song's 11+ years of experience out of law school, his Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (See Ex. 7.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Song's billing rate of \$650.00 per hour is reasonable.

61. 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

1 Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc.*,
2 Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc.*,
3 Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats*
4 *(Stockton)*, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0012758;
5 *Garcia v. Continental Intermodal Group LP dba CIG Logistics*, Kern County Superior Court, Case
6 No. BCV-19-102776; *Tourchette adv. Finelite, Inc.*, Alameda County Superior Court, Case No.
7 RG19022885; *Touch v. Presidio Components, Inc.*, Kern County Superior Court, Case No. BCV-20-
8 101005; *Johnston v. Environmental Logistics, Inc.*, Kern County Superior Court, Case No. BCV-18-
9 100865-DRL; *Lewis v. Environmental Waste Minimization, Inc.*, Kern County Superior Court, Case
10 No. BCV-19-102248-SDS; *Priess v. Fiore Management LLC dba CannDESCENT*, Kern County Superior
11 Court, Case No. BCV-20-100930; *Alcantar v. Bay Equity LLC*, Marin County Superior Court, Case
12 No. CIV1903376; *Spier v. Gibbs International, Inc.*, Kern County Superior Court, Case No. BCV-19-
13 101774-DRL; *Borghi v. Goldco Direct LLC dba Goldco Precious Metals*, Ventura County Superior
14 Court, Case No. 56-2019-00533053-CU-OE-VTA; *Williams v. Aetna, Inc., et al.*, Alameda County
15 Superior Court, Case No. RG19004083; *Singh v. Ryzen*, Alameda County Superior Court, Case No.
16 RG19039158; *Hoshaw v. Sutherland Healthcare*, Los Angeles County Superior Court, Case No.
17 19STCV33165; *Hart v. Zazzle, Inc.*, San Mateo County Superior, Court Case No. 20-CIV-01321;
18 *Stacy v. Branded Group, Inc.* Kern County Superior Court, Case No. BCV-21- 100443-BCB; *Angeles*
19 *v. iKrusher, Inc.*, Los Angeles County Superior Court, Case No. MSC20-01312, *Zuniga v. Central*
20 *Valley Concrete, Inc.*, Merced County Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power*
21 *Services Corp.*, Merced County Superior Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A*
22 *Distributors*, San Bernardino County Superior Court, Case No. CIVDS1938970; *Bandril v. Plastikon*
23 *Industries*, Alameda County Superior Court, Case No. RG19038227; *Williams v. National*
24 *Construction Rentals, Inc.*, Alameda County Superior Court, Case No. RG20075904; *Pho v. Kruger*
25 *Foods, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0002099; *Collins v.*
26 *Mobile Medical Examination Services, LLC dba MEDXM*, Orange County Superior Court, Case No.
27 30-2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC, et al.*, San Bernardino County
28 Superior Court, Case No. CIVDS1915438 (Consolidated with Case No. CIVDS2023661); *Weber v.*

1 *Sunrise Medical (US) LLC*, Merced County Superior Court, Case No. 20CV-01461 (Consolidated with
2 Case No. 20CV-01707); *Flores v. Rivermaid Trading Company*, San Joaquin County Superior Court,
3 Case No. STK-CV-UOE-2020-0008623; *Guzman v. Bentley Mills, Inc.*, Los Angeles County Superior
4 Court, Case No. 20PSCV00789; and *Ferrara v. South Coast Winery, Inc.*, Riverside County Superior
5 Court, Case No. CVRI2101920 (Consolidated with Case Nos. CVRI2102449 and MCC2001498). Mr.
6 Song is currently handling multiple class action and PAGA matters.

7 MICAELA D. DE GUZMAN'S EXPERIENCE AND QUALIFICATIONS

8 62. Micaela L. De Guzman is an associate attorney at Moon Law Group, PC and
9 represents employees in all aspects of employment litigation, including wage-and-hour class actions
10 and PAGA representative actions involving claims related to overtime and minimum wages, meal and
11 rest break violations, improper wage statements, and unfair business practices.

12 63. Ms. De Guzman earned her Juris Doctor from Ateneo de Manila University School of
13 Law and her Master of Laws (LL.M.) in Privacy Law, Cybersecurity, and Artificial Intelligence from
14 the University of Southern California Gould School of Law. She is a Certified Information Privacy
15 Manager (CIPM) and a Certified Information Privacy Professional/Europe (CIPP/E). She became an
16 Active Member of the State Bar of California in November 2025 and has been an Active Member in
17 good standing continuously since. She is also licensed to practice law in the Philippines.

18 64. Before joining Moon Law Group, Ms. De Guzman served as Legal Counsel at SAP in
19 Australia and New Zealand, supporting commercial transactions. She also served as Legal and Data
20 Privacy Officer at Brankas, a fintech company in Southeast Asia, where she led legal strategies on
21 open finance and cross-border compliance. Earlier in her career, she practiced litigation and corporate
22 law in the Philippines, representing clients in civil, labor, and construction disputes. She has also
23 volunteered with various human rights initiatives. Ms. De Guzman is fluent in English and Filipino.

24 65. Ms. De Guzman's billing rate is \$450.00 per hour. Based on Ms. De Guzman's less
25 than one year of experience, her Laffey Matrix rate with a 2.53% adjustment is \$520.85 per hour (\$508
26 Laffey Matrix rate + (2.53% x \$508)). (See Ex. 7.) As compared to the Laffey Matrix rate and when
27 considering her experience, Ms. De Guzman's hourly rate of \$450.00 is reasonable.

28 PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

27 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

1 70. The Settlement provides for attorneys' fees payable to Class Counsel in an amount not to
2 exceed 30% of the Gross Settlement Amount, plus actual costs and expenses not to exceed
3 \$20,000.00. (Settlement, ¶ 3.1.2.) The proposed award of attorneys' fees to Class Counsel in this
4 case can be justified under either the lodestar or percentage/common fund recovery method.
5 Plaintiff's Counsel, however, intend to base the proposed award of fees on the percentage method as
6 many of the entries in the time records will have to be redacted to preserve attorney-client and
7 attorney work product privileges.

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

12 72. It is further estimated that my office will need to expend at least another 50 to 100 hours
13 to monitor the process leading up to the final approval and payments made to the class. My office
14 also bears the risk of taking whatever actions are necessary if Defendants fail to pay.

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

22 74. Because most individuals cannot afford to pay for representation in litigation on an hourly
23 basis, Moon Law Group, PC represents virtually all of its employment law clients on a contingency
24 fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at
25 trial or successfully settle our clients' cases. Because Moon Law Group, PC is taking the risk that
26 we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot
27 afford to represent an individual employee on a contingency basis if, at the end of our representation,
28 all we are to receive is our regular hourly rate for services. It is essential that we recover more than

1 our regular hourly rate when we win if we are to remain in practice so as to be able to continue
2 representing other individuals in civil rights employment disputes.

3 75. As of the drafting of this motion, my office has incurred \$15,132.32 in expenses litigating
4 this action, and we anticipate accruing additional costs up to Final Approval of the Settlement. These
5 expenses were reasonably necessary to the litigation and were actually incurred by my office. They
6 should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement.

7 76. My office invested significant time and resources into the case, with payment deferred
8 to the end of the case, and then, of course, contingent on the outcome. My office's efforts included,
9 without limitation, the following:

- 10 (a) Numerous interviews with the Plaintiff and review of documents provided by
11 her;
- 12 (b) Legal research and investigation regarding Defendants' practices at numerous
13 points in the litigation;
- 14 (c) Preparation of multiple drafts of the original class action complaint and the
15 first amended complaint, and finalization and filing of the complaints;
- 16 (d) Extensive "meet and confer" correspondence and discussions with
17 Defendants' counsel regarding remand;
- 18 (e) Extensive "meet and confer" correspondence and discussions with Defendants'
19 counsel to obtain relevant documents and information through informal
20 discovery;
- 21 (f) Contacting witnesses;
- 22 (g) Analysis of the audit results and preparation of a damages model with the aid
23 of a statistics expert;
- 24 (h) Research and preparation of Plaintiff's mediation brief;
- 25 (i) Attendance at mediation;
- 26 (j) Drafting, negotiating, and reviewing multiple drafts of the Settlement
27 Agreement and attachments;

- 1 (k) Drafting and managing pleadings issues to streamline the approval process;
2 and
3 (l) Preparation of the motion for preliminary approval.

4 77. Through the efforts of my office and Plaintiff in this case, a fair and reasonable
5 resolution has been reached that includes a settlement payment by Defendants of \$125,000.00 to
6 compensate settlement Class Members for Defendants' wage and hour practices. I am informed and
7 believe that, without the efforts of my office, the Labor Code and Wage Order violations alleged in
8 the Complaint would have gone completely unremedied.

9 I declare under penalty of perjury under the laws of the State of California and the United
10 States that the foregoing is true and correct.

11 Executed on June 30, 2026, at Los Angeles, California.

12
13 _____
14 Kane Moon
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
Angeles, California 90017. On **June 30, 2026**, I served the foregoing document described as:

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

7 X by placing ____ the original X a true copy thereof enclosed in sealed envelope(s) addressed
as follows:

8 Attorneys for Defendant

9
10 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
11 to accept electronic service, I caused the documents to be sent to the persons at the
electronic service addresses listed above via third-party cloud service **CASE**
12 **ANYWHERE**. I did not receive an error message.

13 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

14 Executed this, **June 30, 2026** at Los Angeles, California.

15
16 Ivette Hernandez
Type or Print Name

/s/ *Ivette Hernandez*
Signature