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

KASTIN DECOMBRE, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

PARKING CONCEPTS, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 25STCV05909

CLASS AND REPRESENTATIVE ACTION

[Assigned for all purposes to the Hon. Elaine Lu,
Dept. 9]

**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 Sean
Hartranft, and [Proposed] Preliminary Approval
Order]*

Briefing Schedule by Court:

Hearing Date: October 29, 2026 at 10:00 a.m.

Motion Filing Deadline: September 9, 2026

Opposition Due: October 1, 2026

Reply Due: October 15, 2026

Action Filed: March 3, 2025

FAC Filed: May 9, 2025

Trial Date: Not set

I, KANE MOON, declare as follows:

CASE BACKGROUND AND PROCEDURAL HISTORY

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

1 that Defendant did not pay all premium wages for non-compliant breaks. Plaintiff further brings a claim
2 for unreimbursed necessary business expenses based on allegations that Class Members were required
3 to purchase specific clothing, shoes, and other items such as gloves and tools, and use their personal
4 cellphone for work purposes without reimbursement from Defendant. Finally, Plaintiff also brings
5 derivative claims for waiting time penalties, wage statement violations, unfair business practices, and
6 civil penalties under PAGA.

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

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

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

16 DISCOVERY AND INVESTIGATION

17 8. The Parties agreed to mediate this action with Steven Rottman, Esq., an experienced
18 class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an
19 informal production of documents and information before mediation. Prior to mediation, Plaintiff
20 obtained from Defendant, through informal discovery, documents and data that were necessary and
21 helpful to evaluate the claims asserted in this action. Defendant produced a statistically sound sample of
22 time and pay records for approximately 15.1% of the putative Class, Plaintiff’s personnel file and time
23 and pay records, and Defendant’s written employment policies in effect during the Class Period.
24 Defendant also provided information regarding the estimated number of current and formerly employed
25 Class Members, Aggrieved Employees, and PAGA Pay Periods.

26 9. In preparation for mediation, Plaintiff’s Counsel reviewed and analyzed all the
27 information Defendant provided, including the sample records and documents regarding Defendant’s
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1 wage-and-hour policies. Plaintiff's Counsel retained a statistics expert to analyze the sample records and
2 prepare a damage analysis prior to the mediation. The sample time and pay records analyzed contained
3 35,645 actual shifts worked (representing roughly 14% of total shifts worked in the Class Period), which
4 allowed Plaintiff's expert to prepare an analysis with a reasonable degree of certainty. In conjunction
5 with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law
6 regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel was able to
7 evaluate the probability of class certification, success on the merits, and Defendant's maximum and
8 realistic monetary exposure for all claims. Thus, Plaintiff's and his Counsel's familiarity with the facts
9 of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating
10 the Settlement.

11 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

12 10. On January 29, 2026, the Parties participated in a full day of private mediation with
13 Steven Rottman, Esq. The negotiations were at arm's-length and, although conducted in a professional
14 manner, were adversarial. The Parties went into the mediation willing to explore the potential for a
15 settlement of the dispute, but each side was also prepared to litigate their position through trial and
16 appeal if a settlement had not been reached. After a full discussion regarding the strengths and
17 weaknesses of Plaintiff's claims and Defendant's defenses and with the assistance of the mediator, the
18 Parties reached a resolution, the material terms of which are set out in the Settlement.

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

24 KEY TERMS OF SETTLEMENT

25 12. GSA and Funding: The Gross Settlement Amount ("GSA") is \$550,000, subject to
26 potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.1.) Defendant
27 will separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class
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1 Payments. (*Id.*) The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions
2 of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator
3 within 14 business days of the Effective Date. (*Id.* at ¶ 4.1.)

4 13. Escalator Clause: The Gross Settlement Amount is based on approximately 27,500 Pay
5 Periods at issue during the Class Period from March 2, 2024 through February 20, 2026. (*Id.* at ¶ 7.1.)
6 Should the number of Pay Periods increase such that the actual number of Pay Periods is 31,625 or more,
7 Defendant agrees to either (1) increase the GSA on a proportional basis by the percentage by which the
8 actual number of Pay Periods exceeds 31,625, or (2) shorten the Class Period such that it ends on the
9 date that the number of Pay Periods reaches 31,625, in which case Defendant will not be required to pay
10 any additional amount. (*Id.*) If Defendant elects to limit the Class Period, Defendant must provide written
11 notice of the modified end date of the Class Period. (*Id.*) Defendant agrees to inform Plaintiff and
12 Plaintiff's counsel of its election before the hearing on Preliminary Approval of the Settlement. (*Id.*)

13 14. Class Representative Enhancement Award: The Settlement includes a payment of up to
14 \$7,500.00 payable from the GSA, subject to the Court's approval, to Plaintiff as the Class
15 Representative, in addition to the amount he is eligible to receive as a Class Member. (*Id.* at ¶¶ 1.13,
16 3.2.1.) This award is for initiating and providing services in support of the Action. (*Id.* at ¶ 1.13.) In the
17 event the award finally approved is less, the difference will revert to Participating Class Members. (*Id.*
18 at ¶ 3.2.1.)

19 15. Class Counsel Fees and Expenses Payments: The Settlement permits a fee application
20 of not more than one-third of the GSA (currently estimated to be \$183,333.33), for reasonable attorneys'
21 fees, plus reimbursement for actual litigation costs not to exceed \$30,000.00, payable to Class Counsel
22 from the GSA. (*Id.* at ¶ 3.2.2.) In the event the amounts finally approved are less, the difference will
23 revert to Participating Class Members. (*Id.*) To date, my firm has incurred \$28,356.92 in actual litigation
24 costs, and a true and correct copy of a report showing current costs is attached hereto as **Exhibit 4**.

25 16. Administration Expenses Payment: The Settlement provides an Administration
26 Expenses Payment to the Administrator, payable from the GSA, in an amount not to exceed \$14,990.00,
27 except for a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) In the event the amount
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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 Apex Class Action Administration (“Apex”) as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.1, 6.1.) A true and correct copy of Apex’s bid of \$14,990.00 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 February 20, 2026. (*Id.* at ¶ 1.31.)

18. **PAGA Penalties; Individual PAGA Payments:** The Settlement allocates \$10,000.00 from the GSA for settlement of the Released PAGA Claims, which will be distributed 65% (\$6,500.00) to the LWDA and 35% (\$3,500.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiff’s claims. (*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 **\$3.04** for each of the estimated 1,153 Aggrieved Employees (\$3,500 / 1,153), and a PAGA Pay Period value of roughly **\$0.13** for each of the 27,500 estimated Pay Periods in the PAGA Period (\$3,500 / 27,500).

19. **Net Settlement Amount:** It is 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 ¶ 1.26.) 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* **\$304,176.67** for an estimated Class of **1,153 individuals**.¹

20. **Class Members/Period:** The Settlement Class is defined as all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Period, which for

¹ The Net Settlement Amount was calculated by deducting the following from the \$550,000.00 GSA: \$7,500.00 for the Class Representative Enhancement Award, up to \$14,990.00 for the Administration Expenses Payment, \$10,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$183,333.33 for the Class Counsel Fees Payment, and up to \$30,000.00 for the Class Counsel Expenses Payment. (Settlement, ¶¶ 3.2–3.2.5.)

the avoidance of doubt may also include Aggrieved Employees as defined above. (*Id.* at ¶ 1.3.) For purposes of Settlement, the “Class Period” is March 2, 2024, through February 20, 2026. (*Id.* at ¶ 1.11.)

21. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a pro rata share of the Net Settlement Amount that is directly proportional to the number of Pay Periods worked during the Class Period. (*Id.* at ¶ 3.2.4.) The estimated **\$304,176.67** Net Settlement Amount results in an average Individual Class Payment of roughly **\$263.81** for each of the estimated 1,153 Class Members ($\$304,276.67 / 1,153$),² and a Pay Period value of roughly **\$11.06** for each of the 27,500 estimated Pay Periods in the Class Period ($\$304,176.67 / 27,500$).

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

23. Disbursement and Uncashed Funds: Disbursement will occur within 14 calendar days after Defendant funds the entire GSA. (*Id.* at ¶ 4.2.) Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (*Id.* at ¶ 3.1.) For any Class Member whose Individual Class Payment check or for any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after 180 days from the date of mailing (the “Void Date”), the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee thereby leaving no “unpaid residue” in accordance with the requirements of California Code of Civil Procedure Section 384(b). (*Id.* at ¶¶ 4.2.1, 4.2.3.)

24. Released by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs,

² At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data. (Settlement, ¶ 6.2.) The high and low range of payments will be provided to the Court in a motion for final approval.

1 administrators, successors, and assigns, fully and finally release and discharge the Released Parties from
2 any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees,
3 damages, and causes of action that were alleged or that reasonably could have been alleged based on the
4 facts alleged in the First Amended Complaint arising during the Class Period. (*Id.* at ¶ 5.2.)

5 25. Release by Aggrieved Employees: All Aggrieved Employees, on behalf of themselves
6 and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators,
7 successors, and assigns, fully and finally release and discharge the Released Parties from any and all
8 claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged or that reasonably
9 could have been alleged based on the facts alleged in the First Amended Complaint or Plaintiff's PAGA
10 Notice. (*Id.* at ¶ 5.3.)

11 26. Plaintiff's Waiver of Rights Under California Civil Code Section 1542: For purposes of
12 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if
13 any, of Section 1542 of the Civil Code. (*Id.* at ¶ 5.1.)

14 27. Effective date of claims releases: Effective on the date Defendant fully funds the entire
15 Gross Settlement Amount and separately pays all employer payroll taxes owed on the Wage Portion of
16 the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will
17 release claims against the Released Parties. (*Id.* at ¶ 5.)

18 28. Released Parties: Defendant Parking Concepts, Inc., and each of its former, present,
19 and/or future directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
20 successors, assigns, parents, subsidiaries, affiliates, agents, and any other entities or persons acting by,
21 through, under, or in concert with any of them. (*Id.* at ¶ 1.43.)

22 29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be
23 mailed via first-class U.S. mail in English and Spanish to the current address of each Class Member. (*Id.*
24 at ¶ 6.4.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the
25 Settlement, the approximate amounts of attorneys' fees, costs, PAGA Penalties, and service award being
26 sought, an explanation of how the individual payments are calculated, the Final Approval Hearing
27 information, the procedure for challenging calculation of Pay Periods credited to each Class Members,
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and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at ¶¶ 6.4, 6.13, Ex. A.)

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

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

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

32. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by Defendant, on Plaintiff's expert's analysis of the sample records provided by Defendant, and on information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on a review of Defendant's records, it is estimated that there are approximately 1,153 Class Members who collectively worked 27,500 Class Pay Periods during the Class Period, and 1,153 Aggrieved Employees who collectively worked 27,500 PAGA Pay Periods during the PAGA Period. (*Id.* at ¶ 4.3.) Additionally, there were an estimated 408 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, that Class Members' average hourly rate was \$20.73, and that the average regular hourly rate was \$20.85.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	27,500 Pay Periods	\$20.85 average regular rate	Based on Expert Analysis of Records	\$9,138.50*

Unpaid Wages (Off the Clock)	27,500 Pay Periods	\$20.73 average hourly rate	19,709 net unpaid hours (assuming 5 minutes per shift) (80% overtime)	\$57,199.46**
Meal Period Violations	27,500 Pay Periods	\$20.73 average hourly rate	38,868 unique meal break violations	\$201,433.41*
Rest Period Violations	27,500 Pay Periods	\$20.73 average hourly rate	115,885 rest break violations (assuming 50% break violations for shifts of at least 3.5 hours)	\$240,229.61**
Unreimbursed Business Expenses Violations	27,500 Pay Periods	\$25 per month	Assumes \$25 per month	\$17,187.50**
Labor Code § 203	Based on approx. 408 terminated employees within the 3-year SOL	\$20.73 average hourly rate / 30- day max.	Assumes 8 hours / day	\$101,494.08***
Labor Code § 226	Based on approx. 1,153 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 27,500 pay periods within the 1-year SOL	\$134,617.50***
PAGA	Based on 27,500 pay periods within the 1-year SOL	\$100 per pay period	Based on 27,500 pay periods within the 1-year SOL	\$137,500.00***

Total

\$898,800.05

* 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.

*** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.³

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 33. Plaintiff’s unpaid wages claim is based, in part, on allegations that Defendant failed to
2 incorporate all remuneration, including bonuses, into Class Members’ regular rate of pay for purposes
3 of paying overtime, meal premium and sick pay. Here, Defendant offered bonuses as discretionary
4 incentive payments to Plaintiff and Class Members, labeled as “REGULAR”, “DEPT RATES
5 REGULAR”, “SHIFT”, “3RD SHIFT”, “HOLIDAY WORKED”, and “HOLIDAY WORKED RATE
6 6”. Specifically, Plaintiff’s expert reviewed the sample records Defendant produced and found 55
7 identifiable additional remunerations that were made yet not factored into the regular rate of pay,
8 impacting 26.1% of Class Members for sick pay, 24.4% of Class Members for meal premium pay and
9 43.2% of Class Members for overtime pay and resulting in a maximum exposure of \$36,554.00.
10 However, Defendant argues bonuses were discretionary, and therefore Defendant was not required to
11 incorporate those payments into the regular rate. Additionally, Defendant argues that to the extent it
12 failed to incorporate any of the additional payments into the regular rate of pay, this results in nominal
13 exposure as only 21.6% of pay periods included overtime and additional compensation, only 3.5% of
14 pay periods included sick pay and additional compensation, and only 7.3% of pay periods included meal
15 premium pay and additional compensation. Due to the lack of written policies regarding criteria for
16 bonus payments and Defendant’s minimal exposure, I acknowledge the foregoing presents significant
17 risk with certifying this claim and proof on the merits. Therefore, I applied a 75% discount to the
18 maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of \$9,138.50 for the**
19 **regular rate claim.**

20 34. Plaintiff’s unpaid wages claim is also based on allegations that Defendant failed to pay
21 all minimum and overtime wages due to off-the-clock work performed related to time spent waiting to
22 clock in and out of work. Plaintiff also alleges that he and other Class Members were required to undergo
23 COVID-19 screenings prior to clocking into work. Therefore, Plaintiff’s Counsel estimated Class
24 Members spent an average of 5 minutes off the clock per shift. Accordingly, Plaintiff’s Counsel and data
25 expert estimated Defendant failed to pay Class Members for approximately 19,709 hours, 80% of which
26 should have been paid at the overtime rate. From this, and in light of the average rates of the Class
27 Members, Defendant’s estimated maximum potential liability is \$571,994.60. Defendant contends that
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1 all time worked was compensated, that the time spent waiting to clock in and out of work was *de minimis*,
2 that Class Members were not permitted to work off-the-clock, and that this claim is highly individualized
3 and not susceptible to class-wide treatment. I acknowledge that “off-the-clock” claims are difficult to be
4 tried on a class wide basis because there is no apparatus that can be used to prove this claim—there are
5 no records to be used as evidence. In light of these defenses, and for purposes of settlement, I discounted
6 the maximum potential liability by 90%. **Plaintiff’s realistic recovery estimate for the unpaid wages**
7 **claim due to off-the-clock work is therefore \$57,199.46.**

8 35. Plaintiff’s meal period claim is based on allegations that Defendant did not provide or
9 maintain sufficient meal period practices, such that Class Members were not always permitted or able to
10 take meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without
11 compensation in lieu thereof. The sample of time and corresponding payroll records for the putative
12 Class indicated that Defendant either failed to provide a meal period or provided a short and/or untimely
13 meal period 38,868 times throughout the Class Period, resulting in an 18.1% violation rate. Plaintiff’s
14 Counsel and its data expert then calculated that, in light of these violations and the average hourly rate
15 of the putative Class, that Defendant had a potential liability of \$805,733.64 (38,868 unique violations
16 x \$20.73 avg. hourly rate). Defendant nonetheless contends that many meal breaks were taken and, where
17 a violation appears, it was a result of the Class Member voluntarily choosing to forego a meal period, to
18 take it after the end of the fifth hour, or to stop his or her break early to return to work. Moreover,
19 certification and proof of this claim would require declarations from Class Members and obtaining such
20 declarations potentially would reveal that each Class Member had a different experience with respect to
21 meal periods. In light of these defenses, and for purposes of settlement, Plaintiff’s Counsel believe it
22 reasonable to apply a 75% discount to the potential liability. **Plaintiff’s realistic recovery estimate for**
23 **the meal period claim is therefore \$201,433.41.**

24 36. The rest break claim is based on the allegation that Defendant did not provide or
25 maintain sufficient rest break practices, such that Class Members were regularly required to work in
26 excess of four consecutive hours a day, or a major fraction thereof, without authorization or permission
27 to take a ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof.

1 The precise number of rest break violations could not be calculated since Defendant neither documented,
2 nor is required to document, when Class Members took their required rest breaks. Therefore, in
3 preparation for mediation, Plaintiff's Counsel assumed a 50% violation rate for shifts of at least 3.5
4 hours in length and, based on the average hourly rate of the putative Class, calculated Defendant's
5 potential liability to be \$2,402,296.05 (115,885 unique rest break violations x \$20.73 per hour).
6 Defendant nonetheless contends rest periods do not have to be recorded, that Class Members voluntarily
7 chose to forego some rest breaks and, significant for purposes of class certification, that this claim is
8 individualized in nature and therefore would require declarations indicating the majority of Class
9 Members experienced issues as to rest breaks. In light of these defenses, and for purposes of settlement,
10 I discounted Defendant's potential liability by 90%. **Plaintiff's realistic recovery estimate for the rest**
11 **break claim is therefore \$240,229.61.**

12 37. The unreimbursed business expenses claim is based on the allegation that Defendant
13 did not reimburse Class Members for all expenses incurred in direct consequence of the discharge of
14 duties, including the purchase of specific clothing and shoes, and items such as gloves and tools, and for
15 the use of their personal cellphone for work purposes. The precise value of all necessary business
16 expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation,
17 Plaintiff's Counsel estimated Defendant owed approximately \$25.00 a month to each Class Member in
18 the statutory period and that Defendant's potential liability is \$171,875.00. Defendant contends it
19 complied with all its reimbursement obligations, that it provided Class Members with necessary
20 uniform, tools, that cellphone use was not required for work, and further, that the reimbursement claim
21 would be difficult to certify, given the individualistic nature of this claim. In light of these defenses, and
22 for purposes of settlement, I discounted Defendant's potential liability by 90%. **Plaintiff's realistic**
23 **recovery estimate for the unreimbursed expenses claim is therefore \$17,187.50.**

24 38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
25 estimates Defendant's maximum potential recovery, prior to risk-adjustment, is \$7,472,231.60, which
26 breaks down as follows: **\$2,029,881.60** for waiting time penalties for approximately 408 terminated
27 Class Members in the 3-year SOL; a **\$2,692,350.00** penalty for inaccurate wage statements based on
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1 approximately 1,153 Class Members in the 1-year SOL; and **\$2,750,000.00** for PAGA penalties based
2 on 27,500 Pay Periods and the Court assessing a \$100 penalty for each pay period containing a violation.
3 However, I believe it would be unrealistic to expect the Court to award the full exposure amount given
4 the discretionary nature of awarding penalties and given Defendant's defenses, including without
5 limitation, that any failure to pay all final wages at the time of separation was not willful or intentional
6 and that to the extent Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered
7 no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive
8 nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's
9 overall liability for statutory and civil penalties. Furthermore, considering the underlying wage claims
10 are realistically estimated to be \$582,385.03, awarding such a disproportional amount in penalties would
11 also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty
12 (resulting in **\$101,494.08** for waiting time penalties, **\$134,617.50** for inaccurate wage statement
13 penalties, and **\$137,500.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate**
14 **of \$373,611.58 for statutory and civil penalties.**

15 39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery**
16 **for all claims, including penalties, is \$898,800.05.** This means **the \$550,000.00 gross settlement**
17 **figure represents roughly 61% of the total realistic recovery.** This is an excellent result for the Class,
18 particularly because, under the Settlement, Class Members will receive timely and guaranteed relief,
19 avoiding the risk of not being able to recover anything.

20 40. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that
21 satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing
22 Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation,
23 Defendant has had to hire legal counsel, engage in informal class-wide discovery, and participate in
24 mediation. Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming
25 final settlement approval is granted. (Settlement, ¶ 3.2.5.) Not including its own attorneys' fees and costs
26 as well as the employer's share of payroll taxes, Defendant will pay no less than \$550,000.00 to resolve
27 this matter—of which \$10,000.00 is allocated toward the PAGA claims and will be distributed, in
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1 compliance with Labor Code section 2699 as 65% (\$6,500.00) to the LWDA and 35% (\$3,500.00) to
2 Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved
3 Employees from pursuing any individual claims they may have against Defendant or the other Released
4 Parties. Moreover, Plaintiff’s Counsel are of the opinion that because the issues here are fairly contested,
5 there is a possibility of the Court not awarding the 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 substantial
8 reduction.

9 41. Further, Plaintiff’s Counsel took into account the risk of not being able to proceed on a
10 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
11 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties
12 and in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff
13 would be successful at trial, assuming he is first able to certify the claims and defeat the manageability
14 issues presented at litigation, Plaintiff could be awarded substantially less than what was obtained
15 through the Settlement. In sum, the \$10,000.00 PAGA Penalties allocation under the Settlement
16 constitutes genuine and meaningful relief.

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

23 43. The Settlement obviates the significant risk that this Court may deny certification of all
24 or some of Plaintiff’s claims. Plaintiff’s Counsel took into account the risk of not prevailing at trial due
25 to low or no participation by Class Members. Indeed, the individualized and testimony-intensive nature
26 of the claims could bar manageability of the representative claims or otherwise significantly reduce any
27 recovery whatsoever. For example, the rest period and unreimbursed expense claims are testimony-
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1 driven claims and the rest period claim assumes a 50% violation rate, which would not likely be
2 demonstrated at trial, as it assumes either the participation of a majority or all employees (which would
3 be difficult given the reality that many, if not all, employees would be unwilling to participate due to
4 fear of retaliation), or alternatively, the use of surveys or statistical data as a surrogate (which would still
5 require the participation of a majority of employees to establish a sound representation of all non-
6 exempts). Even assuming employees would be willing to participate, obtaining declarations would
7 potentially reveal that each individual employee had a different experience.

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

17 45. The proposed \$550,000.00 Settlement represents a substantial recovery when compared
18 to the reasonably forecasted recovery for the Class. When considering the risks of litigation, the
19 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and
20 the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness,
21 and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
22 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399,
23 408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff
24 class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount
25 that is in controversy and the realistic range of outcomes of the litigation"].)

26 THE ENHANCEMENT AWARD TO PLAINTIFF IS REASONABLE

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

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

16 48. In turn, Class Members can now 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 having
19 to expend a significant amount of their own monetary resources and time, not to mention limited judicial
20 resources, which were obviated by Plaintiff putting himself on the line on behalf of the Class.

21 49. This class action would not have been possible without the aid of Plaintiff, who put his
22 own time and effort into this litigation and placed himself at risk for the sake of the Class. The requested
23 enhancement award to Plaintiff for his service as the Class Representative is a relatively small amount
24 of money considering the time and effort put into the litigation and compared to enhancements granted
25 in other class actions. The requested enhancement award is therefore reasonable to compensate Plaintiff
26 for his active participation in this lawsuit, in addition to his general release of claims, both known and
27 unknown, and waiver of section 1542 rights.

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33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026, with Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, 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)). Accordingly, my current billing rate of \$950.00 per hour is reasonable.

54. I am experienced in prosecuting and defending employment matters, particularly class actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage-and-hour class action lawsuits pending in various California counties, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.*

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

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

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

57. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's 11+ years of experience out of law school, his Laffey Matrix rate with a 2.53% adjustment is \$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. Feghali's billing rate of \$900.00 per hour is reasonable.

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

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

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

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

S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS

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

7 61. Mr. Song's current billing rate is \$650.00 per hour, which is his usual hourly rate in
8 wage and hour litigations. Based on Mr. Song's 11+ years of experience out of law school, his Laffey
9 Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x
10 \$1,019)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr.
11 Song's billing rate of \$650.00 per hour is reasonable.

12 62. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and
13 employment law. Mr. Song has worked on numerous class action cases and representative actions that
14 have been granted final approval, including *Paez et al. v. C&R Restaurant Group, LP*, Kern County
15 Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc.*, San Luis
16 Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc.*, Solano
17 County Superior Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc.*, Sacramento
18 County Superior Court, Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats (Stockton), LLC*,
19 San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0012758; *Garcia v. Continental*
20 *Intermodal Group LP dba CIG Logistics*, Kern County Superior Court, Case No. BCV-19-102776;
21 *Tourchette adv. Finelite, Inc.*, Alameda County Superior Court, Case No. RG19022885; *Touch v.*
22 *Presidio Components, Inc.*, Kern County Superior Court, Case No. BCV-20-101005; *Johnston v.*
23 *Environmental Logistics, Inc.*, Kern County Superior Court, Case No. BCV-18-100865-DRL; *Lewis v.*
24 *Environmental Waste Minimization, Inc.*, Kern County Superior Court, Case No. BCV-19-102248-SDS;
25 *Priess v. Fiore Management LLC dba Canndescent*, Kern County Superior Court, Case No. BCV-20-
26 100930; *Alcantar v. Bay Equity LLC*, Marin County Superior Court, Case No. CIV1903376; *Spier v.*
27 *Gibbs International, Inc.*, Kern County Superior Court, Case No. BCV-19-101774-DRL; *Borghi v.*

1 *Goldco Direct LLC dba Goldco Precious Metals*, Ventura County Superior Court, Case No. 56-2019-
2 00533053-CU-OE-VTA; *Williams v. Aetna, Inc., et al.*, Alameda County Superior Court, Case No.
3 RG19004083; *Singh v. Ryzen*, Alameda County Superior Court, Case No. RG19039158; *Hoshaw v.*
4 *Sutherland Healthcare*, Los Angeles County Superior Court, Case No. 19STCV33165; *Hart v. Zazzle,*
5 *Inc.*, San Mateo County Superior, Court Case No. 20-CIV-01321; *Stacy v. Branded Group, Inc.* Kern
6 County Superior Court, Case No. BCV-21- 100443-BCB; *Angeles v. iKrusher, Inc.*, Los Angeles County
7 Superior Court, Case No. MSC20-01312, *Zuniga v. Central Valley Concrete, Inc.*, Merced County
8 Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power Services Corp.*, Merced County Superior
9 Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A Distributors*, San Bernardino County Superior
10 Court, Case No. CIVDS1938970; *Bandril v. Plastikon Industries*, Alameda County Superior Court, Case
11 No. RG19038227; *Williams v. National Construction Rentals, Inc.*, Alameda County Superior Court,
12 Case No. RG20075904; *Pho v. Kruger Foods, Inc.*, San Joaquin County Superior Court, Case No. STK-
13 CV-UOE-2020-0002099; *Collins v. Mobile Medical Examination Services, LLC dba MEDXM*, Orange
14 County Superior Court, Case No. 30-2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC,*
15 *et al.*, San Bernardino County Superior Court, Case No. CIVDS1915438 (Consolidated with Case No.
16 CIVDS2023661); *Weber v. Sunrise Medical (US) LLC*, Merced County Superior Court, Case No. 20CV-
17 01461 (Consolidated with Case No. 20CV-01707); *Flores v. Rivermaid Trading Company*, San Joaquin
18 County Superior Court, Case No. STK-CV-UOE-2020-0008623; *Guzman v. Bentley Mills, Inc.*, Los
19 Angeles County Superior Court, Case No. 20PSCV00789; and *Ferrara v. South Coast Winery, Inc.*,
20 Riverside County Superior Court, Case No. CVRI2101920 (Consolidated with Case Nos. CVRI2102449
21 and MCC2001498). Mr. Song is currently handling multiple class action and PAGA matters.

22 CLASS COUNSEL’S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

22 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

23 67. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up
24 to one-third of the Gross Settlement Amount, currently estimated to be \$183,333.33, and litigation costs
25 up to \$30,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees can be justified under
26 either the lodestar method or the percentage/common-fund recovery method. however, we base the
27 proposed fees award on the percentage method, as many of the entries in the time records will have to
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1 be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

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

26 72. As of the drafting of this motion, my office has incurred \$28,356.92 in expenses
27 litigating this action, and we anticipate accruing additional costs up to final approval. These expenses
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1 were reasonably necessary to the litigation and were actually incurred by my office. Moreover, because
2 total litigation costs are below the maximum amount allowed under the Settlement, the difference will
3 revert to Participating Class Members. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

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

5 74. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint
6 resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less*
7 *than* \$550,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am
8 informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order
9 violations alleged in the Operative Complaint would have gone completely unremedied.

10 I declare under penalty of perjury under the laws of the State of California and the United States
11 that the foregoing is true and correct. Executed on September 9, 2026, at Los Angeles, California.

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13 _____
Kane Moon
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