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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

SE'AHNNA PATIENCE McPIPE, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

HEARTLAND CHILD & FAMILY SERVICES,
a California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 25CV009001

CLASS AND REPRESENTATIVE ACTION

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

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

PRELIMINARY APPROVAL HEARING:

Date: January 8, 2027

Time: 9:00 a.m.

Dept.: 8A

Judge: Hon. Jill H. Talley

Reservation # A-09001-001

Complaint Filed: April 15, 2025

Trial Date: Not Set

I, KANE MOON, declare as follows:

2. I have reviewed the Sacramento County Superior Court Checklist for Approval of Class Action and/or Private Attorneys General Act Settlements (“Checklist”), and I believe that this instant Declaration and the moving papers filed concurrently herewith comply with the Checklist.

3. This is a wage and hour class and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff seeks to represent a class of all current and former non-exempt, hourly-paid employees of Defendant Heartland Child & Family Services (“Defendant”) (together with Plaintiff, the “Parties”) who worked for Defendant in California at any time during the Class Period from April 15, 2021, through June 11, 2026.

5. Plaintiff's claim for unpaid minimum and overtime wages stems from Defendant's alleged failure to compensate employees for off-the-clock work and Defendant's failure to incorporate all non-discretionary bonuses into its regular rate of pay when calculating the correct overtime pay, meal break premium and sick pay. Plaintiff also brings claims against Defendant for meal period and rest period violations and unreimbursed business expenses. Moreover, Plaintiff alleges derivative claims for

1 waiting time penalties, wage statement violations, unfair business practices, and civil penalties under
2 PAGA.

3 6. On April 15, 2025, Plaintiff commenced a Class Action Complaint alleging causes of
4 action against Defendant for: (1) Failure to Pay Minimum Wages (Cal. Lab. Code sections 204, 1194,
5 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code sections 510, 1194, and
6 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code sections 226.7 and 512); (4) Failure to
7 Authorize and Permit Rest Breaks (Cal. Lab. Code section 226.7); (5) Failure to Indemnify Necessary
8 Business Expenses (Cal. Lab. Code section 2802); (6) Failure to Timely Pay Final Wages at Termination
9 (Cal. Lab. Code sections 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab.
10 Code section 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code sections 17200, et seq.).

11 7. On April 13, 2025, pursuant to Labor Code section 2699.3(a)(1)(A), Plaintiff provided
12 written notice to the California Labor and Workforce Development Agency (“LWDA”) with payment
13 of filing fee and by certified mail to Defendant of the alleged labor code violations. A true and correct
14 copy of Plaintiff’s written PAGA Notice is attached to this instant Declaration as **Exhibit 2**. Plaintiff’s
15 administrative exhaustion period under PAGA expired without any notice from the LWDA of intent to
16 investigate the allegations. To date, the LWDA has not sought to intervene in the Action.

17 8. On August 12, 2025, Plaintiff filed a First Amended Class and Representative Action
18 Complaint against Defendant, adding a ninth cause of action for civil penalties under PAGA (Cal. Lab.
19 Code sections 2698, et seq.) (the “Operative Complaint”). On August 21, 2025, in compliance with
20 PAGA, Plaintiff timely submitted a conformed copy of the First Amended Complaint containing the
21 Court-assigned case number to the LWDA.

22 9. On October 10, 2025, Defendant filed an Answer to Plaintiff’s First Amended
23 Complaint denying all allegations and contending it complied with all wage and hour laws.

24 10. Defendant denies the allegations in the Operative Complaint, denies any failure to
25 comply with any laws, including, but not limited to, the laws identified in the Operative Complaint, and
26 denies any and all liability for the causes of action alleged in the Operative Complaint.

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11. The Parties agreed to mediate the instant action, and participated in private mediation with Marc Feder, Esq., an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal exchange of documents and information before mediation. Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the claims asserted in this action. Defendant produced an 18.4% sample of time and pay records for the putative Class, Plaintiff's personnel file, and Defendant's written policies and employee handbook during the relevant period. Defendant also provided information regarding the estimated number of current and formerly employed Class Members, estimated total number of Workweeks, Aggrieved Employees, and PAGA Pay Periods.

12. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample records and documents regarding Defendant's wage and hour policies. Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to the mediation. The sample time and pay records analyzed contained 6,093 actual shifts worked (representing 14.5% of total shifts worked for the Class), which allowed Plaintiff's expert to prepare an analysis with reasonable certainty. In conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff's and her Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

13. On June 11, 2026, the Parties participated in a full day of private mediation before Marc Feder, Esq. The negotiations were at arm's-length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths

1 and weaknesses of Plaintiff's claims and Defendant's defenses, a resolution was reached by the Parties,
2 the material terms of which are set out in the Joint Stipulation of Class and Representative Action
3 Settlement Agreement ("Settlement"). A true and correct copy of the Settlement is attached to the instant
4 Declaration as **Exhibit 1**.

5 14. In reaching a resolution, the Parties recognized that the issues presented in this action
6 are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further
7 litigation will lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the
8 potential benefits of litigation. Plaintiff and her Counsel also considered the risk and uncertainty of the
9 outcome inherent in any litigation when determining whether this Settlement was the correct option. In
10 sum, Plaintiff and her Counsel believe the proposed Settlement is in the best interests of Aggrieved
11 Employees and the LWDA.

12 15. In compliance with Labor Code section 2699, subdivision (1)(2), Plaintiff's Counsel
13 submitted to the LWDA a notice of settlement and a copy of the proposed Settlement. A true and correct
14 copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**.

15 16. The Settlement provides for a non-reversionary, Gross Settlement Amount of
16 \$238,275.00. (Settlement, ¶ 3.1.) Defendant will separately pay its employer-side payroll taxes owed on
17 the Wage Portion of Individual Class Payments. (*Id.*)

18 17. The Gross Settlement Amount is based on an estimate that as of the date of the Parties'
19 mediation, there are 9,531 aggregate Workweeks worked by approximately 152 Class Members during
20 the Class Period. (*Id.* at ¶ 7.1.) If the actual number of Workweeks is more than 10% greater than this
21 figure (i.e., if the actual number of Workweeks exceeds 10,484.1), Defendant agrees, at its sole
22 discretion, to either (a) make a proportional increase to the Gross Settlement Amount by the percentage
23 increase for each additional Workweek above the escalator (e.g., if the number of Workweeks increases
24 by 11%, the Gross Settlement Amount will increase by 1%), or (b) end the Class and PAGA Periods on
25 or before the date the escalator is triggered. (*Id.*) The Parties agree that, before Plaintiff files the motion
26 for preliminary approval and sufficiently in advance of the preliminary approval hearing, Defendant
27 shall provide the Administrator selected by the Parties with complete and accurate class data, and
28

1 Defendant agrees to be prepared to inform the Court of its election at the Preliminary Approval Hearing.
2 (*Id.*)

3 18. The Net Settlement Amount is the Gross Settlement Amount, less the following
4 payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA
5 Payment, the Class Representative Enhancement Award, the Class Counsel Fees Payment, the Class
6 Counsel Litigation Costs Payment, and the Administration Expenses Payment. (*Id.* at ¶ 1.27.) The
7 remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id.*) Accordingly,
8 the Net Settlement Amount is the Gross Settlement Amount (\$238,275.00) minus the following sums,
9 subject to approval by the Court: (1) Class Counsel Fees Payment of not more than one-third of the
10 Gross Settlement amount (\$79,425.00); (2) Class Counsel Litigation Costs Payment not to exceed
11 \$25,000.00; (3) the Enhancement Award of not more than \$5,000.00; (4) the PAGA Penalties of
12 \$24,000.00; and (5) Administration Expenses Payment not to exceed \$7,250. (*Id.* at ¶¶ 3.2-3.2.5.) The
13 Net Settlement is estimated to be \$97,600.00 as discussed *infra* at paragraph 50.

14 19. 10% of each Participating Class Member’s Individual Class Payment will be allocated
15 to settlement of wage claims (the “Wage Portion”) and the remaining 90% of each Participating Class
16 Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties
17 (the “Non-Wage Portion”). (*Id.* at ¶ 3.2.4.a.) Each Individual PAGA Payment will be treated as 100%
18 penalties for tax purposes and reported on an IRS Form 1099-MISC. (*Id.* at ¶ 3.2.5.a.)

19 20. Disbursement will occur within 14 calendar days after Defendant funds the entire Gross
20 Settlement Amount. (*Id.* at ¶ 4.3.) Class Members will not need to submit any claim form as a condition
21 of receiving Individual Class Payments. (*Id.* at ¶ 3.1.) Each Class Member who does not opt-out will be
22 entitled to a pro rata share of the Net Settlement Amount that is directly proportional to the number of
23 Workweeks worked during the Class Period. (*Id.* at ¶ 3.2.4.) Likewise, each Aggrieved Employee will
24 be entitled to a pro rata share of the 35% share of the PAGA Penalties directly proportional to the number
25 of PAGA Pay Periods. (*Id.* at ¶ 3.2.5.a.)

26 21. The “Class” is defined as all current and former non-exempt, hourly-paid employees of
27 Defendant who worked for Defendant in California at any time during the Class Period from April 15,
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2021, through June 11, 2026 (“Class Period”). (*Id.* at ¶¶ 1.4, 1.12.) The Parties estimate that the Class included approximately 152 Class Members. Class Members will be paid a pro-rata share based on the number of Workweeks worked by the Class Member during the Class Period. (*Id.* at ¶¶ 3.2.4, 4.2.) “Workweeks” means any workweek during which a Participating Class Member worked for Defendant in California at least one day during the Class Period. (*Id.* at ¶ 1.46.) The Parties estimate that the number of weeks worked by all Class Members as of the date of mediation on June 11, 2026 is 9,531. (*Id.* at ¶ 4.2, 7.1.) Aggrieved Employees is defined as all current and former non-exempt, hourly-paid employees of Defendant who worked for Defendant in California at any time during the PAGA Period from April 13, 2024, through June 11, 2026 (“PAGA Period”). (*Id.* at ¶¶ 1.34, 1.35.)

22. The “Released Class Claims” is limited to any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorneys’ fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint arising during the Class Period. (*Id.* at ¶ 5.2.) The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers’ compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period. (*Id.*)

23. The “Released PAGA Claims” is limited to any and all claims for civil penalties, and attorneys’ fees and costs, under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint or Plaintiff’s PAGA Notice dated April 13, 2025. (*Id.* at ¶ 5.3.) The Released PAGA Claims include only claims for penalties under PAGA and exclude any claims arising outside the PAGA Period. (*Id.*)

24. Under the Settlement, Plaintiffs have agreed to a general release of any and all claims related to their employment, including all claims alleged in the Action, and release of rights pursuant to California Civil Code section 1542. (*Id.* at ¶¶ 5.1-5.1.1.)

25. The release of all claims will be effective only upon entry of judgment and Defendant’s full funding of the Gross Settlement Amount and its employer-share of payroll taxes. (*Id.* at ¶ 5.)

1 26. Released Parties means Defendant, and each of its former and present directors, officers,
2 shareholders, owners, members, attorneys, insurers, reinsurers, predecessors, successors, assigns,
3 subsidiaries, and affiliates. (*Id.* at ¶ 1.42.)

4 27. The maximum exposure is \$3,179,877.00 and the realistic exposure is \$353,174.03 A
5 detailed discussion of the maximum and realistic exposure estimates for each of Plaintiff's claims and
6 how these exposure amounts were calculated is provided *infra* at paragraphs 39 through 44.

7 28. The Settlement provides for PAGA Penalties in the amount of \$24,000.00 to be paid
8 from the Gross Settlement Amount, with 65% (\$15,600.00) allocated to the LWDA PAGA Payment and
9 35% (\$8,400.00) allocated to the Individual PAGA Payments. (*Id.* at ¶ 3.2.5.) A detailed discussion on
10 the fairness of the PAGA Penalties and the valuation of the PAGA Penalties is provided *infra* at
11 paragraph 46.

12 29. The Gross Settlement Amount and all employer payroll taxes owed on the Wage
13 Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the
14 Administrator within thirty (30) calendar days of entry of the Court's Final Approval Order. (*Id.* at ¶
15 4.1.)

16 30. Based on a review of Defendant's records, Defendant estimates that as of the date of the
17 Parties' mediation, June 11, 2026, there are approximately 152 Class Members who collectively worked
18 a total of approximately 9,531 Workweeks, and approximately 99 Aggrieved Employees who worked a
19 total of approximately 2,587 PAGA Pay Periods. (*Id.* at ¶ 4.2.) Class Members are estimated to receive
20 an average of \$642.11, with an average Workweek value of \$10.24. Aggrieved Employees are estimated
21 to receive an average of \$84.85, with an average Pay Period value of \$3.25. A detailed discussion of the
22 estimated payments to Class Members and Aggrieved Employees is provided *infra* at paragraph 50.

23 31. The Settlement does not provide for a *cypres* distribution. For any Class Member whose
24 Individual Class Payment check or for any Aggrieved Employee whose Individual PAGA Payment
25 check is uncashed and cancelled after 180 days after the date of mailing (the "Void Date"), the
26 Administrator shall transmit the funds represented by such checks to the California Controller's
27 Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee thereby leaving no
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1 “unpaid residue” in accordance with the requirements of California Code of Civil Procedure section
2 384(b). (*Id.* at ¶¶ 4.3.1-4.3.3.)

3 32. The Parties jointly appointed Phoenix Class Action Administration Solutions
4 (“Phoenix”) as the neutral entity to administer this Settlement, agreed the Administrator will be paid an
5 Administration Expenses Payment in an amount not to exceed \$7,250.00. (*Id.* at ¶¶ 1.2, 3.2.3, 6.1.) At
6 this time, the Administrator estimated costs will be \$7,250.00, and a true and correct copy of the
7 Administrator’s costs estimate is attached hereto as **Exhibit 4**.

8 33. The proposed Class Notice is attached to the Settlement as **Exhibit A** and has been
9 agreed to by counsel for the Parties. The Class Notice adequately informs Class Members of the terms
10 of the Settlement and avoids commentary on the merits of the Settlement. (*See generally id.*, Ex. A.) The
11 Administrator will mail the Class Notice to Class Members with Spanish translation by First Class
12 United States mail using data provided by Defendant and after running a check of the data from
13 Defendant against those on file with the U.S. Postal Services’ National Change of Address List (*Id.* at ¶
14 6.4.) No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the
15 Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel
16 spreadsheet, and the Administrator will mail the Class Notices within 14 calendar days following receipt
17 of the Class Data. (*Id.* at ¶¶ 6.2, 6.4.) The Class Notice shall provide estimated amounts of any Individual
18 Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved
19 Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. (*Id.*
20 at Ex. A.) Additionally, the Class Notice explains how Class Members may, should they choose to do
21 so, opt-out or otherwise object to the Settlement, or dispute the allocated number of Workweeks and/or
22 Pay Periods. (*Id.* at ¶¶ 6.13.1-6.13.3.) Class Members need not file or serve, or state in any written
23 objection, a notice of intention to appear at the Final Approval Hearing. (*Id.* at Ex. A.) Class Members
24 will have 45 days after the Administrator initially mails the Class Notice to submit a Request for
25 Exclusion or written objections to the Settlement. (*Id.* at ¶¶ 6.13.1, 6.13.3.) In the case of a re-mailed
26 Class Notice, Class Members will have an additional 10 calendar days from re-mailing. (*Id.*) Requests
27 for Exclusion and objections will be mailed to and handled by the Administrator. (*Id.* at ¶¶ 6.6, 6.13.1.)
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1 The Administrator will establish, maintain, and use an internet website to post information of interest to
2 Class Members including the date, time, and location of the Final Approval Hearing and copies of the
3 Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order, Class Notice,
4 Motion for Final Approval, and Final Approval Order and Judgment. (*Id.* at ¶ 6.12.)

5 34. The Settlement provides a Class Counsel Fees Payment of not more than one-third of
6 the Gross Settlement Amount, currently estimated to be \$79,425.00, and a Class Counsel Litigation
7 Costs Payment for reimbursement of actual reasonable litigation costs incurred by Plaintiff's Counsel,
8 not to exceed \$25,000.00. (*Id.* at ¶ 3.2.2.) In the event the award finally approved is less, the difference
9 will be allocated to the Net Settlement Amount. (*Id.*) At this time, Plaintiff's Counsel has incurred
10 \$21,851.08 in litigation costs, and a true and correct copy of an itemized list of the costs is attached
11 hereto as **Exhibit 5**. Plaintiff's Counsel expects to incur approximately \$1,000.00 or less in additional
12 costs from preliminary approval to final approval for filing and service fees.

13 35. The Settlement includes a Class Representative Enhancement Award to the Class
14 Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and Individual
15 PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). (*Id.* at
16 ¶ 3.2.1.) This award is for initiating and providing services in support of the Action. (*Id.* at ¶ 1.14.) In
17 the event the award finally approved is less, the difference will be allocated to the Net Settlement
18 Amount. (*Id.* at ¶ 3.2.1.)

19 36. To the best of my knowledge, I am not aware of any individual, representative, or class
20 action in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted in
21 this action on behalf of a class or group of individuals who would also be members of the putative Class,
22 as defined in this matter. I have come to this conclusion after a reasonable inquiry and review of the
23 LWDA's PAGA Case Search website, this Court's case search website, and other information
24 reasonably available online. Additionally, Defendant has not indicated there is any related case pending
25 as of the date of this declaration. As such, I am unable to name any case, the nature of any claims asserted
26 in such case, or the definition of a class of parties on whose behalf any action was brought that would
27 overlap with the putative Class or would otherwise be adversely affected by approval of this Settlement.
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2 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

3 37. Plaintiff's Counsel have conducted a thorough investigation into the facts of this case.
4 Based on the foregoing document and information exchange and on their own independent investigation
5 and evaluation, Plaintiff's Counsel are of the opinion that the proposed Settlement is fair, reasonable,
6 and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay,
7 trial risk, appellate risk, and the defenses that Defendant may assert both to certification and on the
8 merits, the Settlement is in the best interest of the Class.

9 38. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided
10 by Defendant, on Plaintiff's expert's analysis of the sample records provided by Defendant, and on
11 information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted
12 exposure that Defendant faced. As of the date of mediation on June 11, 2026, there were an estimated:
13 152 Class Members who collectively worked a total of 9,531 Workweeks, at an average hourly rate of
14 \$28.82 and average regular rate of \$31.78. (Settlement, ¶ 4.2.) Additionally, there were an estimated: 88
15 former employees falling within the three-year statute of limitations ("SOL") period for waiting time
16 penalties, 99 Aggrieved Employees falling within the one-year SOL period for inaccurate wage
17 statement penalties and PAGA penalties, and 2,587 PAGA Pay Periods.

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

19 Claim	Relevant Time Period	Rate	Number of Violations	Exposure Amount
20 Unpaid Wages (Regular Rate)	9,531 Workweeks	\$31.78 average regular rate	Based on Expert Analysis of Records	Maximum: \$60,511.00 Realistic: \$15,127.75*
23 Unpaid Wages (Off the Clock)	9,531 Workweeks	\$28.82 average hourly rate	21,011 net unpaid hours (assuming 30 minutes per shift; 97.6% overtime)	Maximum: \$901,039.09 Realistic: \$90,103.91**

Meal Period Violations	9,531 Workweeks	\$28.82 average hourly rate	20,652 unique meal break violations (assumes 50% violation rate for shifts over 5 hours)	Maximum: \$595,190.64 Realistic: \$148,797.66*
Rest Period Violations	9,531 Workweeks	\$28.82 average hourly rate	10,416 unique rest break violations (Assuming 25% break violations for shifts of at least 3.5 hours)	Maximum: \$300,189.12 Realistic: \$30,018.91**
Unreimbursed Business Expenses Violations	9,531 Workweeks	\$25.00 per month;	Assumes \$25.00 per month	Maximum: \$59,568.75 Realistic: \$5,956.88**
Labor Code § 203	Based on approx. 88 terminated employees within the 3-year SOL	\$28.82 average hourly rate /30-day max.	Assumes 8 hours / day	Maximum: \$608,678.40 Realistic: \$30,433.92***
Labor Code § 226	Based on approx. 99 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 2,587 pay periods within the 1-year SOL	Maximum: \$396,000.00 Realistic: \$19,800.00***
PAGA	Based on 2,587 pay periods within the 1-year SOL	\$100 per pay period	Based on 2,587 pay periods within the 1-year SOL	Maximum: \$258,700.00 Realistic: \$12,935.00***
Total				Maximum: \$3,179,877.00 Realistic: \$353,174.03
* 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.				

1 39. Plaintiff’s unpaid wage claim is based, in part, on allegations that Defendant failed to
2 pay overtime pay, meal break premium and sick pay at the proper regular rate of pay during the Class
3 Period. Defendant's payroll records reveal 181 identifiable additional payments with codes: “BON-
4 BONUS,” “Bonus Pay,” “BN-INCENTIVE,” and “Incentive Pay”—which Plaintiff allege were non-
5 discretionary and should have been incorporated into the regular rate of pay. Plaintiff’s expert analyzed
6 Defendant’s sample records and estimated Defendant’s liability for underpaid overtime pay to be
7 \$8,625.00, for underpaid sick pay to be \$51,595.00, and for underpaid meal break premium to be
8 \$291.00, for a total maximum potential exposure of \$60,511.00. However, Defendant disagrees and
9 contends that the payments were discretionary. Plaintiff’s expert’s analysis of the records also showed
10 that the regular rate claim does not reach the severity of what was originally contemplated. Specifically,
11 only 12% of pay periods included both overtime pay and additional compensation, only 13.8% of pay
12 periods included both sick pay and additional compensation, and only 1.2% of pay periods included both
13 meal break premiums and additional. compensation. Although I believe there is merit to this claim, with
14 conflicting interpretations on the issue, potential defenses to certifying this claim, lack of written policies
15 regarding criteria for bonus payments, and to account for potential difficulties in class certification, I
16 discounted the maximum damage exposure by 75%; accordingly, I arrived at **a realistic damage**
17 **estimate of \$15,127.75 for the regular rate of pay claim.**

18 40. Plaintiff’s unpaid wages claim is also based, in part, on allegations that Defendant did
19 not compensate Class Members for all hours worked. Plaintiff alleges that she and other Class Members
20 were required to perform pre- and post-shift tasks, without compensation, such as checking in with
21 clients, coordinating with school therapists, confirming appointments with clients and performing
22 emergency interventions, completing service notes subject to same-day deadlines even after clocking
23 out, and cleaning toys and client materials after their shifts. Plaintiff also alleges that she often worked
24 through her breaks to answer her manager’s and client’s questions, and that she was routinely contacted
25 on her personal cellphone by her manager even after her shift to discuss work matters. Lastly, Plaintiff
26 alleges that Defendant required them to log only their scheduled shift times instead of the actual time
27 spent for work, resulting in underpayment. Therefore, Plaintiff’s Counsel conservatively estimated that
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1 Class Members spent an average of 30 minutes off the clock per shift during the Class Period. Plaintiff's
2 Counsel and its data expert then estimated that Defendant failed to pay Class Members for approximately
3 21,011 hours, 97.6% of which should have been paid at the overtime rate. From this, Plaintiff's expert
4 calculated that Defendant has a maximum potential liability of \$901,039.09. Defendant contends that all
5 time worked was compensated, that this claim is highly individualized and not susceptible to class-wide
6 treatment, and that any off-the-clock work is *de minimis*. Additionally, "off-the-clock" claims are
7 difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this
8 claim – there are no records to be used as evidence. In light of these defenses, and for purposes of
9 settlement, I discounted the maximum potential liability by 90% ($\$901,039.09 * 10\%$). Therefore, I
10 arrived at **Plaintiff's realistic damage estimate for the unpaid wages claim due to off-the-clock work**
11 **to \$90,103.91.**

12 41. Plaintiff's meal period claim is based on allegations that Defendant did not provide or
13 maintain sufficient meal period practices, such that Class Members were not always permitted or able to
14 take compliant, timely, and uninterrupted 30-minute meal periods, and/or were sometimes subjected to
15 short, interrupted, or auto-deducted meal periods without premium payment in lieu thereof. Plaintiff
16 alleges that Plaintiff and other Class Members were required to work through their breaks. Defendant's
17 time and pay records also show that 98% of recorded meal periods were exactly 30 minutes in length,
18 0% were shorter than 30 minutes, and only 1.4% were longer than 30 minutes—a pattern consistent with
19 automatically deducted, rather than actually-taken, meal breaks. For purposes of mediation, Plaintiff's
20 Counsel assumed a 50% violation rate for all shifts greater than 5 hours in length, which resulted in
21 approximately 20,652 unique meal break violations. Plaintiff's Counsel and its data expert then
22 calculated that, in light of these violations and the average hourly rate of the putative Class, Defendant
23 has a maximum potential liability of \$595,190.64 ($20,652 \text{ unique violations} * \28.82 per hour).
24 Defendant nonetheless contends that many meal breaks were taken and, where a violation appears, it
25 was a result of the Class Member voluntarily choosing to forego a meal period, to take it after the end
26 of the fifth hour, or to stop his or her break early to return to work. Plaintiff's Counsel also acknowledges
27 that certification and proof of this claim would require declarations from Class Members and obtaining
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1 such declarations potentially would reveal that each Class Member had a different experience with
2 respect to meal periods. In light of these defenses, and for purposes of settlement, Plaintiffs' Counsel
3 discounted the potential liability by 75% ($\$595,190.64 * 25\%$). **Plaintiff's realistic damage estimate**
4 **for the meal period claim is therefore \$148,797.66.**

5 42. The rest break claim is based on the allegation that Defendant did not provide or
6 maintain sufficient rest break practices, such that Class Members were regularly required to work in
7 excess of four consecutive hours a day, or a major fraction thereof, without authorization or permission
8 to take a ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof.
9 The precise number of rest break violations could not be calculated since Defendant neither documented,
10 nor is required to document, when Class Members took their required rest breaks. Therefore, in
11 preparation for mediation, Plaintiff's Counsel estimated that Defendant had a 25% violation rate for
12 shifts of at least 3.5 hours in length. Plaintiff's expert then estimated that, in light of the estimated
13 violation rate, and average hourly rate of the putative Class, Defendant had a potential liability of
14 $\$300,189.12$ ($10,416$ unique violations * $\$28.82$ per hour). Defendant nonetheless contends that rest
15 periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks
16 and, significant for purposes of class certification, that this claim is individualized in nature and therefore
17 would require declarations indicating that Class Members shared a similar experience as to rest breaks.
18 In light of these defenses, and for purposes of settlement, Class Counsel discounted the potential liability
19 by 90% ($\$300,189.12 * 10\%$). **Plaintiff's realistic damage estimate for the rest break claim is**
20 **therefore \$30,018.91.**

21 43. The unreimbursed business expenses claim is based on the allegation that Defendant
22 did not reimburse Class Members for all expenses Class Members incurred in direct consequence of the
23 discharge of their duties. For example, Plaintiff and other Class Members were required to use their
24 personal cellphones for work-related calls from their supervisors, without reimbursement. Plaintiff and
25 other Class Members were also required to use their personal vehicles, and incurred mileage expenses,
26 for client meetings outside of the office. Plaintiff and other Class Members further incurred
27 unreimbursed costs for supplies used in client-related activities and meetings. The precise value of all
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1 necessary business expenses Class Members incurred could not be calculated. Therefore, in preparation
2 for mediation, Plaintiff's Counsel estimated that Defendant failed to reimburse each Class Member
3 \$25.00 per month for necessary business expenses, resulting in a maximum potential liability of
4 \$59,568.75. Defendant nonetheless contends that it complied with all of its reimbursement obligations,
5 and further, that the reimbursement claim would be difficult to certify, given the limited documentation
6 and the individualistic nature of this claim. In light of these defenses, and for purposes of settlement, I
7 discounted the potential liability by 90% (\$59,568.75 * 10%). **Plaintiff's realistic damage estimate for**
8 **the unreimbursed expenses claim is therefore \$5,956.88.**

9 44. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
10 estimate Defendant's maximum potential exposure, prior to risk-adjustment, is \$1,263,378.40, which
11 breaks down as follows: **\$608,678.40** for waiting time penalties for approximately 88 terminated Class
12 Members in the 3-year SOL (88 Class Members x \$28.82 average hourly rate x 30 days x 8 hours per
13 day); a **\$396,000.00** penalty for inaccurate wage statements based on approximately 99 Class Members
14 in the 1-year SOL (99 Class Members x \$4,000 employee max); and **\$258,700.00** for PAGA penalties
15 based on approximately 2,587 Pay Periods and the Court assessing a \$100 penalty for each pay period
16 containing a violation (2,587 x \$100). However, I believe it would be unrealistic to expect the Court to
17 award the full exposure amount given the discretionary nature of awarding penalties and given
18 Defendant's defenses, including without limitation, that any failure to pay all final wages at the time of
19 separation was not willful or intentional and that to the extent Plaintiff received wage statements that
20 were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand
21 the individualized and testimony-intensive nature of the wage claims could bar class certification or
22 otherwise significantly reduce Defendant's overall liability for statutory and civil penalties.
23 Furthermore, considering the underlying wage claims are realistically estimated to be \$290,005.11,
24 awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing
25 these factors, I applied a 95% discount to each penalty (resulting in **\$30,433.92** for waiting time
26 penalties, **\$19,800.00** for inaccurate wage statement penalties, and **\$12,935.00** for PAGA penalties) and
27 accordingly arrived at **a realistic damage estimate of \$63,168.92 for statutory and civil penalties.**
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1 45. Using these estimated figures, Plaintiff predicted **the *realistic* (risk-adjusted) recovery**
2 **for all claims, including penalties, is \$353,174.03.** This means **the \$238,275.00 gross settlement**
3 **figure represents about 67.5% of the total realistic recovery.** This is an excellent result for the Class,
4 particularly because, under the Settlement, Class Members will receive timely and guaranteed relief,
5 avoiding the risk of not being able to recover anything.

6 46. With regard to the PAGA claims, Plaintiff and her Counsel believe the Settlement is a
7 fair and reasonable resolution that satisfies PAGA’s dual statutory purposes of deterrence and
8 punishment, on the one hand, and providing Aggrieved Employees with genuine and meaningful relief,
9 on the other. (Lab. Code §§ 2698, *et seq.*) As a result of this litigation, Defendant has had to hire legal
10 counsel, engage in informal discovery, and participate in mediation. Defendant is also now having to
11 pay civil penalties to the LWDA under the Settlement, assuming final settlement approval is granted.
12 (*Id.* at ¶ 3.2.5.) Not including its own attorneys’ fees and costs as well as the employer’s share of payroll
13 taxes, Defendant will pay \$238,275.00 to resolve this matter—of which \$24,000.00 is allocated toward
14 the PAGA claims and will be distributed, in compliance with Labor Code section 2699 as 65%
15 (\$15,600.00) to the LWDA and 35% (\$8,400.00) to Aggrieved Employees—and the release obtained
16 under the Settlement does not preclude Aggrieved Employees from seeking remedies based on any
17 underlying individual claims they may have against Defendant or the other Released Parties. (Lab. Code
18 § 2699(i).) The PAGA Allocation is also greater than the realistic damage estimate for PAGA civil
19 penalties. Moreover, Plaintiff’s Counsel are of the opinion that because the issues here are fairly
20 contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed
21 on the merits due to the largely discretionary nature of awarding PAGA penalties. Indeed, under Labor
22 Code section 2699, subdivision (e)(2), a Court can reduce PAGA penalties “if, based on the facts and
23 circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary
24 and oppressive, or confiscatory.” (Lab. Code § 2699(e)(2).) In other words, were this matter to go to
25 trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

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

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

7 49. This Settlement avoids the risks, burdens, and the accompanying expense of further
8 litigation. Although the Parties have engaged in a significant amount of investigation, informal
9 discovery, and class-wide data analysis, they have not conducted extensive formal discovery. Moreover,
10 preparation for class certification and a trial would remain for the Parties as well as the prospect of
11 appeals in the wake of a disputed class certification ruling for Plaintiff and/or any summary judgment
12 ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

13 50. The Net Settlement Amount available for settlement payments is estimated to be *no less*
14 *than \$97,600.00* for an estimated Class of **152 individuals**.¹ As a result, it is estimated each Participating
15 Class Member will receive an average gross benefit of approximately **\$642.11** prior to tax withholdings
16 on the wage portion of payments. Considering Class Members' average hourly rate is \$28.82, the average
17 benefit is roughly **22.28 hours of work**. This amounts to **an estimated Workweek value of roughly**
18 **\$10.24** for the currently estimated **9,531 Workweeks**. Additionally, it is currently estimated there are
19 **99 Aggrieved Employees** who will receive an estimated average of approximately **\$84.85** from their
20 \$8,400.00 total share of the PAGA Penalties, which results in an estimated per **Pay Period value of**
21 **\$3.25** based on the currently estimated **2,587 PAGA Pay Periods**. The actual amounts to Participating
22 Class Members and Aggrieved Employees will vary based on each individual's duration of work during
23 the Class Period or PAGA Period, respectively; thus, those who worked longer will receive a gross
24 benefit greater than the average estimated amount. At this time, the high and low range of payments to
25

26 ¹ The Net Settlement Amount is at least \$238,275.00 less the following: \$5,000.00 for the Class
27 Representative Enhancement Award to Plaintiff, \$7,250.00 for Administration Expense Payment, \$24,000.00
28 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$79,425.00 for Class Counsel Fees
Payment, and up to \$25,000.00 for Class Counsel Litigation Costs Payment. (Settlement, ¶¶ 3.2 - 3.2.5.)

1 Class Members is unknown. These ranges will be calculated by the Administrator following preliminary
2 approval and receipt and processing of the Class Database and will be provided to the Court in a motion
3 for final approval.

4 51. The proposed Settlement of \$238,275.00 therefore represents a substantial recovery
5 when compared to Plaintiff's reasonably forecasted recovery. When considering the risks of litigation,
6 the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability,
7 and the probability of appeal, it is clear the Settlement amount of \$238,275.00 is within the "ballpark"
8 of reasonableness, and that preliminary settlement approval is appropriate.

9 THE ENHANCEMENT AWARD TO PLAINTIFF IS REASONABLE

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

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

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

4 55. This class action would not have been possible without the aid of Plaintiff, who put her
5 own time and effort into this litigation and placed herself at risk for the sake of the Class. The requested
6 enhancement award to Plaintiff for her services as the Class Representative is a relatively small amount
7 of money considering the time and effort put into the litigation and compared to enhancements granted
8 in other class actions. The requested enhancement award is therefore reasonable to compensate Plaintiff
9 for her active participation in this lawsuit, in addition to her general release of claims, both known and
10 unknown, and waiver of section 1542 rights.

11 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

23 59. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage and
24 hour litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in
25 the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
26 <http://www.laffeymatrix.com/see.html> [last visited September 12, 2026].) The Laffey Matrix is a “well-
27 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
28

1 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
2 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
3 upwards based on “locality pay differentials” and the location of counsel’s office in California to
4 determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to
5 the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential
6 of the District of Columbia and San Francisco, California, where counsel’s office was located].) To
7 determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality
8 pay differentials within the federal courts. (*Id.* at 921–22.) Using the same method here and based on my
9 firm’s location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach
10 area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%,
11 which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-
12 Long Beach, CA, Effective January 12, 2026 *with* Judiciary Salary Plan of Washington-Baltimore-
13 Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA
14 and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**,
15 respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate with a
16 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (*See* Ex. 6.)
17 Accordingly, my current billing rate of \$950.00 per hour is reasonable.

18 60. I am experienced in prosecuting and defending employment matters, particularly class
19 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice
20 on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel
21 for other wage and hour class action lawsuits pending in various California counties, including in state
22 and federal courts. The following is a list of some of our recent class action settlements that have received
23 preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size
24 approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class
25 size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size
26 approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size
27 approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx.
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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

61. 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.

62. 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

1 FEHA and wrongful termination claims, as well as individual wage-and-hour claims. In June 2018, Mr.
2 Feghali became heavily involved in the firm's class action practice.

3 63. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual hourly rate in
4 wage and hour litigations. Based on Mr. Feghali's 12+ years of experience out of law school, his Laffey
5 Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x
6 \$1,019)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr.
7 Feghali's billing rate of \$900.00 per hour is reasonable.

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

- 11 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath*
12 *Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order
13 on all causes of action following contested briefing in a wage-and-hour class action.
- 14 (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
15 *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was granted in part.
- 16 (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
17 *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- 18 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
19 motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No.
20 19STCV44400), which was granted in part and denied in part in October 2022.
- 21 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of
22 *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP
23 (RAOx)) 2020 WL 1934954, where defendant removed a wage-and-hour class alleging
24 that Plaintiffs' claims were pre-empted by the Labor Management Relations Act.
- 25 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald,*
26 *U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There,

the Court of Appeal reversed a dismissal of an individual defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.

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

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

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

65. 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);

1 *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills*
2 *Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625)
3 (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The*
4 *Roman Catholic Bishop of Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.*
5 (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591) (\$1,250,000);
6 *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members); *Cha v. Center Point, Inc.* (No.
7 CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No. BC644129) (2,137 class
8 members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for 79 class members);
9 and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

10 CHARLOTTE MIKAT-STEVEN'S EXPERIENCE AND QUALIFICATIONS

11 66. Charlotte Mikat-Stevens is an associate attorney at Moon Law Group, PC. Ms. Mikat-
12 Stevens advocates for employees in both state and federal court in employment and related litigation.
13 Since joining Moon Law Group, her practice has focused on wage-and-hour class actions and PAGA
14 representative actions involving claims related to unpaid overtime and minimum wages, meal and rest
15 break violations, unreimbursed business expenses, improper wage statements, unfair business practices,
16 and penalties.

17 67. Ms. Mikat-Stevens received her B.As. in Anthropology and International Studies with
18 honors from Loyola University of Chicago in 2013, and her J.D. and Master of Environmental Law and
19 Policy from Vermont Law School ("VLS") in 2017. While in law school, Ms. Mikat-Stevens served as
20 Note and Production Editor for the Vermont Journal of Environmental Law, served with the VLS
21 Environmental Law Society, and worked as a student clinician both for both the Food and Agriculture
22 and the Environmental and Natural Resources Law Clinics at VLS. Following law school, Ms. Mikat-
23 Stevens was selected for a fellowship focused on the labor trafficking and forced labor of agricultural
24 workers in the United States, during which time she developed a toolkit for legal practitioners and
25 represented victims of trafficking with civil and criminal cases. Before joining Moon Law Group, PC,
26 Ms. Mikat-Stevens represented farm workers with various employment law claims in administrative
27 and civil courts, including class and representative actions, as well as in grievance and arbitration
28

1 matters.

2 68. Ms. Mikat-Stevens became an Active Member of the State Bars of California and
3 Washington in 2019 and has been a member in good standing continuously since then. She is also
4 admitted to practice in the United States District Court for the Eastern and Central Districts of
5 California and in the United States District Court for the Eastern District of Washington.

6 69. Ms. Mikat-Stevens' current billing rate is \$675.00 per hour, which is her usual hourly
7 rate in wage-and-hour litigations. Based on Ms. Mikat-Stevens' 8+ years of experience out of law
8 school, her Laffey Matrix rate with a 2.53% adjustment is \$924.82 per hour (\$902 Laffey Matrix rate
9 + (2.53% x \$902). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering her
10 experience, Ms. Mikat-Stevens' billing rate of \$675.00 per hour is reasonable.

11 70. A selection of settled class actions that have received preliminary and/or final
12 settlement approval and PAGA-only approved settlements in which Ms. Mikat-Stevens assisted in the
13 resolution during her tenure with Moon Law Group, PC includes the following: *Alvarez v. Conagra*
14 *Foods Packaged Foods, LLC, et al.* (Los Angeles No. 21STCV37375) (\$1,000,000 for 1,066 class
15 members); *Amador v. Prime Waterproofing & Roofing, Inc.* (LA No. 19STCV08032) (\$107,500 for
16 157 class members); *Amaya v. Purosil, LLC* (Riverside No. CVRI2202854) (\$435,000 for 353 class
17 members); *Argueta v. ASMB, LLC* (LA No. 22STCV08327) (\$135,000 for approx. 506 aggrieved
18 employees); *Arzate v. Coastal Blooms Nursery, LLC* (Santa Barbara No. 22CV00778) (\$150,000 for
19 approx. 697 aggrieved employees); *Bonine v. Wachter, Inc.* (LA No. 20STCV31653) (\$354,000 for
20 209 class members); *Bustamante v. Advanced Skilled Nursing, Inc.* (LA No. 19STCV00801)
21 (\$525,000 for 530 class members); *Cabello v. Rancho Car Wash, LLC* (Riverside No. CVRI2103709)
22 (\$297,500 for 132 class members); *Candys v. Community Psychiatry Management, LLC* (Sacramento
23 No. 34-2022-00314705) (\$921,153.39 for 790 class members); *Castillo v. Freedom Painting Inc.* (LA
24 No. 20STCV22365) (\$250,000 for 99 class members); *Cervantes v. Wondertreats, Inc.* (Stanislaus
25 No. CV-22-001263) (\$295,884.32 for 433 class members); *Cruz v. Knightsbridge Plastics, Inc.*
26 (Alameda No. 23CV028294) (\$700,000 for 343 class members); *Del Toro-Ibarra v. West Pico*
27 *Distributors, LLC* (LA No. 21STCV31247) (\$130,000 for 108 class members); *Delgado v. Kings River*
28

1 *Farming, Inc.* (Fresno No. 22CECG00736) (\$517,500.00 for approx. 760 aggrieved employees);
2 *Duncan v. Infineon Technologies Americas Corp.* (LA No. 21STCV16872) (\$2,500,000 for 775 class
3 members); *Duncan v. Roth Staffing Companies, L.P., et al.* (San Bernardino No. CIVSB2421369)
4 (\$225,000 for approx. 329 aggrieved employees); *Estrada v. TRC Companies, Inc., et al.* (LA No.
5 21STCV37078) (\$2,200,000 for 698 class members); *Fennix v. Tenderloin Housing Clinic, Inc.* (San
6 Francisco No. CGC-20-584834) (\$330,000 for 589 class members); *Ferry v. Cencal Wings II, Inc.*
7 (Fresno No. 21CECG03205) (\$630,000 for 588 class members); *Fisher et al. v. Supreme Truck Bodies*
8 *of California, Inc. et al.* (Riverside No. CVRI2200207) (\$3,000,000 for 1,344 class members); *Flores*
9 *v. Home Delivery Service, LLC* (Alameda No. RG21096517) (\$1,200,000 for 3,144 class members);
10 *Garcia v. Meissner Filtration Products, Inc., et al.* (Ventura No. 2021-00555324-CU-OE) (\$265,000
11 for 1,364 aggrieved employees); *Garcia v. San Jose Water Company* (Santa Clara No. 22CV39638)
12 (\$1,200,000 for 489 class members); *Garcia v. South Valley Companies* (Kern No. BCV-22-100465)
13 (\$182,000 for 151 class members); *Garcia v. Tri-Valley Plastering, Inc.* (Fresno No. 22CECG00591)
14 (\$1,250,000 for 858 class members); *Ghusar v. ECMD, Inc.* (Riverside No. CVRI2404116) (\$195,000
15 for 108 aggrieved employees); *Gomez v. Arya Ice Cream Distributing Co., Inc.* (LA No.
16 21STCV31170) (\$588,203.6 for 98 class members); *Gonzalez v. A.M. Castaneda, Inc.* (San Diego No.
17 37-2021-00017374-CU-OE-CTL) (\$488,372.97 for 494 class members); *Gutierrez v. Ratto Bros., Inc.*
18 (Stanislaus, No. CV-23-001816) (\$225,000 for approx. 187 aggrieved employees); *Hernandez v.*
19 *Oakland Paper & Supply, Inc.* (Contra Costa No. MSC21-00363) (\$200,000 for approx. 135 aggrieved
20 employees); *Herrera v. Coastal Construction & Lumber Co.* (Santa Clara No. 22CV394683)
21 (\$100,000 for approx. 197 aggrieved employees); *Kilgore v. BQ Operations Holdings, LLC, et al.* (LA
22 No. 23STCV10311) (\$1,100,000 for 8,254 aggrieved employees); *Lester v. The Super Dentists, Inc.*
23 (San Diego No. 37-2023-00014247-CU-OE-CTL) (\$200,000 for 465 aggrieved employees); *Lopez*
24 *Rivera v. Villagrana Logistics, Inc.* (San Bernardino No. CIVDS2022538) (\$400,000 for 1,446 class
25 members); *Martinez v. Canton Food Co., Inc.* (LA No. 21STCV34962) (\$665,000 for 414 class
26 members); *Martinez v. Desert Concepts Construction, Inc.* (LA No. 20STCV08933) (\$300,000 for
27 456 class members); *Murillo v. Quanta Computer USA, Inc.* (Alameda, No. 22CV005095)
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1 (\$2,635,550.17 for 2,466 class members); *Murrieta v. Stanley Black & Decker, Inc.* (San Bernardino
2 No. CIVSB2414301) (\$1,250,000 for approx. 942 class members); *Perez v. Torn & Glasser, Inc.* (LA
3 No. 21STCV43614) (\$1,127,610 for 629 class members); *Preciado v. Kip Incorporated* (Riverside
4 No. CVRI2103836) (\$450,000 for 195 class members); *Quintero et al. v. JC Resorts LLC et al.* (San
5 Bernardino No. CIVSB2115731) (\$1,570,000 for approx. 3,200 class members); *Ramirez v. Merrill*
6 *Gardens, LLC* (Cal. E.D. No. 1:22-cv-00542-SAB) (\$825,000 for 4,602 class members); *Rayford v.*
7 *AbleLight, Inc.* (Sacramento No. 23CV001488) (\$1,480,000 for 819 class members); *Ruiz v. Artistic*
8 *Entertainment Services, LLC* (LA No. 23STCV07581) (\$325,000 for 266 class members); *Sanchez v.*
9 *Anodizing Indus., Inc.* (LA No. 21STCV30722) (\$260,000 for 71 class members); *Sanchez v. M & G*
10 *Jewelers, Inc.* (San Bernardino No. CIVSB2124508) (\$495,000 for 400 class members); *Stanley Black*
11 *& Decker Wage and Hour Cases* (San Bernardino No. JCCP5218) (\$3,500,000 for 1,922 class
12 members) (\$3,513,906.42 for 1,922 class members); *Tapia v. Sierra Forest Products* (Tulare No.
13 VCU288833) (\$550,000 for 400 class members); *Thong v. Outlook Resources, Inc.* (LA No.
14 19STCV44400) (\$3,250,000 for approx. 1,542 class members); *Valdez v. Heat Make Sense, Inc.*
15 (Sacramento No. 34-2021-00296194) (\$120,000 for 13 class members); *Viruete v. Orange Treeidence*
16 *OPCO, LLC* (Riverside No. CVRI2201128) (\$300,000 for 538 class members); *Wallick v. Campbell*
17 *Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (\$950,000 for 435 class
18 members); *Williams v. Hodo, Inc.* (Alameda No. 21CV000132) (\$550,000 for approx. 617 class
19 members); *Williams v. Precision Tube Bending* (LA No. 21STCV46806) (\$175,000 for approx. 135
20 aggrieved employees); *Williamson v. Strata Skin Sciences, Inc.* (San Diego No. 37-2022-00010879)
21 (\$125,000 for 40 class members); *Wilshinsky v. Southern California Health & Rehabilitation Program*
22 (Los Angeles No. 23STCV07577) (\$305,549 for approx. 396 class members); *Zaragoza v. The Roman*
23 *Catholic Bishop of Fresno* (Merced No. 22CV-00282) (\$1,500,000 for 962 class members); *Zhou v.*
24 *Cisco Systems, Inc.* (Santa Clara No. 22CV396821) (\$1,925,000 for 5,840 class members); and *Zubia*
25 *et al. v. Procter & Gamble Distributing LLC* (LA No. 20STCV44506) (\$4,090,388.51 for 1,326 class
26 members).

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1 CLASS COUNSEL’S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

1 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

2 75. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up
3 to one-third of the Gross Settlement Amount, estimated to be \$79,425.00. (Settlement, ¶ 3.2.2.) The
4 proposed award of attorneys' fees can be justified under either the lodestar method or the
5 percentage/common-fund recovery method. Plaintiff's Counsel, however, intend to base the proposed
6 fees award on the percentage method, as many of the entries in the time records will have to be redacted
7 to preserve attorney-client and attorney work product privileges.

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

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

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

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

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

- 8 (a) Numerous interviews with Plaintiff and review of documents provided by her;
- 9 (b) Legal research and investigation regarding Defendant's business and employment practices
10 at numerous points in the litigation;
- 11 (c) Preparation and submission of Plaintiff's PAGA notice letter;
- 12 (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint
13 and subsequent first amended complaint;
- 14 (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel
15 regarding mediation and to obtain relevant documents and information through informal
16 discovery;
- 17 (f) Research and preparation of Plaintiff's mediation brief;
- 18 (g) Analysis of the discovery production and preparation of a damages model with the aid of a
19 statistics expert;
- 20 (h) Attendance and active participation at a full day of mediation;
- 21 (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- 22 (j) Preparation of the motion for preliminary approval and the accompanying filings;
- 23 (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- 24 (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class
25 Notice mailing, Class responses, and preliminary and final calculations;
- 26 (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and
27 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 81. As of the drafting of this motion, my office has incurred **\$21,851.08** in expenses
6 litigating this action without any reimbursement. These expenses were reasonably necessary to the
7 litigation and were actually incurred by my office. (*See* Exhibit 4.) These to-date expenses are
8 summarized as follows:

- 9 (a) “LWDA” of \$75.00: a one-time cost for submitting Plaintiff’s PAGA Notice to the
10 LWDA;
11 (b) “One Legal - Complaint” of \$1,503.78: case filing fee for initiating the Action;
12 (c) “Berger Consulting” of \$9,880.00: costs of expert review of discovery for mediation;
13 (d) “Marc Feder” of \$10,000.00: a one-time cost for mediation services; and
14 (e) “Journal – Stip & Order,” “ACE – SOP,” “ACE – FAC,” “ACE – Service of Process,”
15 and “Journal – Notice” of \$392.30: costs for purchasing court documents, and for filing
16 and serving various documents during this Action.

17 82. We anticipate incurring additional costs up to and after Settlement approval, including
18 filing costs for the approval motion and any notice of entry of approval order and judgment. We expect
19 to incur approximately \$1,000.00 or less in additional costs from preliminary approval to final approval
20 for filing and service fees. Moreover, because our expected final costs are below the maximum allocation
21 (\$25,000.00) under the Settlement, the difference will be allocated to the Net Settlement Amount for
22 distribution to Participating Class Members. (*Id.* at ¶ 3.2.2.) I respectfully submit that our reimbursement
23 request is fair and reasonable. Therefore, our costs should be reimbursed in full.

24 83. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint
25 resolution has been reached that includes a gross, non-reversionary payment by Defendant of
26 \$238,275.00 to compensate Class Members for the alleged unlawful wage and hour practices. I am
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1 informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order
2 violations alleged in the Operative Complaint would have gone completely unremedied.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct. Executed on September 14, 2026, at Los Angeles, California.

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Kane Moon
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