

1 Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
2 Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
3 Mariam Ghazaryan (SBN 341119)
E-mail: mghazaryan@moonlawgroup.com
4 Mitchell H. Millet (SBN 356250)
E-mail: mmillet@moonlawgroup.com
5 **MOON LAW GROUP, PC**
725 S. Figueroa St., Suite 3100
6 Los Angeles, California 90017
Telephone: (213) 232-3128
7 Facsimile: (213) 232-3125

8 Attorneys for Plaintiff Cruz Ulloa Monteon

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO**
11

12 CRUZ ULLOA MONTEON, individually, and
on behalf of all others similarly situated,

13 Plaintiff,

14 vs.
15

16 M & M PRINTED BAG, INC.; and DOES 1
17 through 10, inclusive,

18 Defendants
19

Case No.: CIVRS2503319

**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]*

PRELIMINARY APPROVAL HEARING:

Date: December 14, 2026

Time: 9:00 a.m.

Dept.: R17

Judge: Hon. Gilbert Ochoa

Action Filed: May 9, 2025

Trial Date: Not Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Cruz Ulloa Monteon (“Plaintiff”) and the putative Class. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

CASE BACKGROUND

2. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff seeks to represent a class of all persons currently or formerly employed by Defendant M & M Printed Bag, Inc. (“Defendant”) (together with Plaintiff, the “Parties”) in the State of California as non-exempt employees during the period from May 9, 2021 through July 4, 2026,¹ as set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the “Settlement”). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. The proposed Class Notice is attached to the Settlement as **Exhibit A**.

3. Defendant is a manufacturer of custom printed bags and assorted packaging for clients in a variety of industries. Defendant has employed Plaintiff and other putative Class Members in California during the putative Class Period.

4. Plaintiff's claims for unpaid minimum and overtime wages stem from allegations that Defendant failed to incorporate all remunerations into the regular rate of pay for purposes of paying Class Members overtime wages, meal break premiums, and sick pay and that Defendant required Class Members to work off-the-clock without compensation. Plaintiff's meal and rest period claims are based on allegations that Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-code-compliant breaks. Plaintiff

¹ Paragraph 1.12 of the Settlement defines "Class Period" as the period from May 9, 2021, through the earlier of (a) sixty (60) days from the date the parties reached the settlement (May 5, 2026) or (b) the date of the Preliminary Approval Order. 60 days from May 5, 2026 is July 4, 2026, which is earlier than the date of the Preliminary Approval Order.

1 further brings a claim for unreimbursed necessary business expenses based on allegations that Class
2 Members were required to purchase tools and occasionally use their personal vehicles and cellphones for
3 business purposes, without reimbursement for the same. Finally, Plaintiff also brings claims for waiting
4 time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

5 5. On April 7, 2025, pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave written
6 notice to Defendant and the LWDA of alleged Labor Code violations and Plaintiff's intent to seek civil
7 penalties under California Labor Code § 2699, *et seq.* Plaintiff's PAGA notice was submitted to the
8 LWDA online and sent to Defendant by certified mail. A true and correct copy of Plaintiff's PAGA
9 notice is attached hereto as **Exhibit 2**.

10 6. On May 9, 2025, Plaintiff commenced this action by filing a wage and hour class action
11 complaint, alleging causes of action against Defendant for (1) failure to pay minimum wages; (2) failure
12 to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest
13 breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at
14 termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices.

15 7. On June 17, 2025, Plaintiff filed a First Amended Class and Representative Action
16 Complaint, adding a PAGA cause of action to the wage and hour class action claims. The First Amended
17 Complaint is the operative complaint in the action (the "Operative Complaint").

18 8. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations.
19 Defendant disputes Plaintiff's claims for unpaid minimum wages, overtime wages, and sick pay and
20 argues that it properly compensated its employees for all hours worked. Defendant maintains compliance
21 with all its meal and rest period obligations. As for the unreimbursed business expenses, Defendant
22 argues that it compensated its employees for all necessary business expenses incurred. To the extent
23 Class Members received wage statements that were allegedly inaccurate, Defendant asserts Class
24 Members suffered no actual damage or harm as a result, and that there was no knowing or intentional
25 violation. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12-05860 CRB, 2013
26 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to
27 provide full and accurate wage statements, and the omission of the required information alone is not
28 sufficient."].) With respect to Plaintiff's claim for waiting time penalties, Defendant argues that its good-

1 faith belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiff cannot
2 prove Defendant's alleged failure to pay all final wages at the time of separation was "willful." (*See, e.g.,*
3 *Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED CV 11-298 GHK (DTBx), 2012 WL
4 9506073, *5.) For these reasons, Defendant claims it did not engage in any unfair business practices and
5 denies liability under PAGA.

6 DISCOVERY AND INVESTIGATION

7 9. Following the filing of Plaintiff's complaint, the Parties met and conferred regarding an
8 agreement to mediate Plaintiff's claims. The Parties agreed to mediate with Hon. Carl West (ret.), an
9 experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to an
10 information exchange of documents and time and payroll records of the Class. Prior to mediation,
11 Plaintiff obtained from Defendant, through informal discovery, information concerning the claims at
12 issue in the action, including applicable written policies, the employee handbook in effect during the
13 Class Period, Plaintiff's personnel file, and a sample of time and corresponding payroll records for the
14 Class.

15 10. In preparation for mediation, Class Counsel reviewed and analyzed the information
16 Defendant provided, including Plaintiff's time/pay records and documents regarding Defendant's wage
17 and hour policies. In conjunction with their factual investigation, Class Counsel also investigated the
18 applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Class Counsel
19 evaluated the prospects for class certification, success on the merits, and Defendant's potential monetary
20 exposure based. Thus, Plaintiff's and her Counsel's familiarity with the facts of the case and the legal
21 issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

22 SETTLEMENT NEGOTIATIONS

23 11. Mediation occurred on April 21, 2026. The settlement negotiations were at arm's length and,
24 although conducted in a professional manner, were adversarial. The Parties went into the mediation
25 willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate
26 their position through trial and appeal if a settlement had not been reached. Although the Parties did not
27 reach a settlement at mediation, the Parties continued to negotiate a settlement with the assistance of
28

Hon. Carl West (Ret.), and the Parties ultimately reached a settlement of the Action on May 5, 2026, the material terms of which are encompassed within the Settlement.

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

13. In compliance with Labor Code section 2699, Class Counsel submitted to the LWDA a notice of settlement and a copy of the proposed Settlement Agreement. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**. To date, the LWDA has not indicated any intent to investigate the allegations, intervene in the litigation, or objection to the proposed Settlement.

14. The key financial terms of the Settlement are as follows:

Gross Settlement Amount ("GSA")	\$250,000.00, non-reversionary
Deductions from GSA	
Class Representative Service Award	Not to exceed \$10,000.00
Class Counsel Fees Payment	One-Third of the GSA (currently estimated to be \$83,333.33; this amount is subject to increase if the Escalator Clause is triggered)
Class Counsel Expenses Payment	Not to exceed \$20,000.00
Administration Expenses Payment	Not to exceed \$6,350.00

PAGA Penalties	\$20,000.00 (to be distributed as: 65%, or \$13,000.00, to the LWDA; and 35%, or \$7,000.00, to Aggrieved Employees). The estimated average Individual PAGA Payment based on an estimated 52 Aggrieved Employees is \$134.62. Actual amounts of Individual PAGA Payments will be based on the number of PAGA Period Pay Periods worked by each Aggrieved Employee.
Estimated Net Settlement Amount (“NSA”)	The NSA is estimated to be \$110,316.67. The estimated average Individual Class Payments based on approximately 110 Class Members is \$1,002.88. Actual amounts of Individual Class Payments will be based on the number of Workweeks worked by each Class Member.
Employer-Side Payroll Taxes	Defendant agrees to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.

(a) The Gross Settlement Amount is \$250,000.00, non-reversionary, and subject to potential increase under an escalator clause. (Settlement, ¶ 3.1.)

(b) The Settlement includes a Class Representative Service Award to Plaintiff in an amount up to \$10,000.00 from the Gross Settlement Amount, subject to the Court’s approval, and in addition to the amounts she is eligible to receive as a Participating Class Member and Aggrieved Employee. (*Id.* at ¶ 3.2.1.) This service award is for Plaintiff’s services in support of the Action and General Release. (*Id.* at ¶ 1.14.) If the Court approves a Class Representative Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. (*Id.* at ¶ 3.2.1.)

1 (c) The Settlement provides for a Class Counsel Fees Payment of up to one-third of the
2 Gross Settlement Amount (currently estimated to be \$83,333.33) for Class Counsel's attorneys'
3 fees, and a Class Counsel Expenses Payment of not more than \$20,000.00. (*Id.* at ¶ 3.2.2.) If the
4 Court approves a Class Counsel Fees Payment and/or a Class Counsel Expenses Payment less
5 than the amounts requested, the Administrator will allocate the remainder to the Net Settlement
6 Amount. (*Id.*) My firm has incurred \$11,855.70 in costs, and a true and correct copy of these
7 litigation costs is attached hereto as **Exhibit 4**. Additionally, I estimate that my office will incur
8 not more than \$500.00 in costs for filing fees that are reasonably incurred between preliminary
9 and final approval.

10 (d) The Parties jointly appoint APEX Class Action Administration as the neutral entity to
11 administer this Settlement. (*Id.* at ¶ 1.1.) The Settlement Agreement provides the Administrator
12 will be paid an Administration Expenses Payment from the Gross Settlement Amount, in an
13 amount up to \$6,350.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.3.)
14 To the extent actual expenses are less and/or the Court approves payment less than the requested
15 amount, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id.*) A true
16 and correct copy of the Administrator's bid not to exceed \$6,350.00 is attached hereto as **Exhibit**
17 **5**.

18 (e) The Settlement provides for PAGA Penalties in the amount of \$20,000.00, which will
19 be distributed sixty-five percent (65%) (\$13,000.00) to the LWDA through the LWDA PAGA
20 Payment and thirty-five percent (35%) (\$7,000.00) to Aggrieved Employees through Individual
21 PAGA Payments. (*Id.* at ¶ 3.2.4.) Each Aggrieved Employee will be entitled to his or her pro rata
22 share of the Individual PAGA Payments that is directly proportional to the number of PAGA Pay
23 Periods during which the Aggrieved Employee worked in the PAGA Period. (*Id.* at ¶ 3.2.4.a.)

24 (f) The "Net Settlement Amount" means the Gross Settlement Amount, less the following
25 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
26 Payment, Class Representative Service Award, Class Counsel Fees Payment, Class Counsel
27 Expenses Payment, and the Administration Expenses Payment. (*Id.* at ¶ 1.27.) The remainder is
28 to be paid to Participating Class Members as Individual Class Payments. (*Id.*) The Administrator

1 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class
2 Members or Aggrieved Employees to submit any claim as a condition of payment. (*Id.* at ¶ 3.1.)

3 (g) Twenty percent (20%) of each Participating Class Member's Individual Class Payment
4 will be allocated to settlement of wage claims (the "Wage Portion"). (*Id.* at ¶ 3.2.3.b.) Eighty
5 percent (80%) of each Participating Class Member's Individual Class Payment will be allocated
6 to settlement of claims for penalties and interest (the "Non-Wage Portion"). (*Id.*)

7 (h) The estimated Net Settlement Amount available for Participating Class Members is
8 \$110,316.67. The estimated average Individual Class Payment based on approximately 110 Class
9 Members is \$1,002.88. From the \$7,000.00 Individual PAGA Payments to Aggrieved Employees,
10 the estimated average Individual PAGA Payment based on an estimated 52 Aggrieved Employees
11 is \$134.62. Actual amounts of Individual Class Payments and Individual PAGA Payments will be
12 based on the number of Workweeks and PAGA Pay Periods worked by each Class Member and
13 Aggrieved Employee, respectively.

14 (i) Any settlement payments remaining uncashed following the 180-day check-cashing
15 period measured from the date of mailing will be voided by the Administrator and those funds
16 transmitted to the Katharine & George Alexander Community Law Center of Santa Clara
17 University School of Law, the designated Cy Pres Recipient. (Settlement, ¶¶ 4.2.1, 4.2.3.) The
18 Administrator will also transmit to the Cy Pres Recipient funds represented by checks returned as
19 undeliverable where no forwarding address can be located after reasonable efforts. (*Id.* at ¶¶ 4.2.1,
20 4.2.3.)

21 15. Defendant shall fully fund the Gross Settlement Amount of \$250,000.00 and the amounts
22 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Qualified
23 Settlement Fund established by the Administrator no later than thirty (30) calendar days after entry of
24 the Final Approval Order. (*Id.* at ¶ 4.1.) "Effective Date" means the date on which the Court's order
25 approving the Settlement Agreement and its entry of judgment become Final. (*Id.* at ¶ 1.18.) "Final"
26 means the latest of the following occurrences: (a) if no timely objections are filed or if all objections are
27 withdrawn, the date upon which the Court enters the final judgment; (b) if an objection is filed and not
28 withdrawn, the deadline for filing an appeal and no such appeal being filed; or (c) if any timely appeals

are filed, the date of the resolution or withdrawal of any such appeal in a way that does not alter the terms of the Settlement. (*Id.*)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

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

17. Based on Class Counsel's review of the available time, payroll, and additional records and information provided by Defendant, information from Plaintiff, and Counsel's own assumptions regarding the frequency and extent of the alleged violations, Class Counsel evaluated and estimated Defendant's maximum and realistic risk-adjusted exposure. There are approximately 110 Class Members who collectively worked approximately 9,000 Workweeks during the Class Period. Additionally, there are an estimated 52 Aggrieved Employees worked approximately 3,765 PAGA Pay Periods during the PAGA Period and 57 former employees for waiting time penalties.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Exposure Amount
Unpaid Wages (Due to Off-the-Clock Work)	9,000 Workweeks	\$18.00 average hourly rate	3,750 net unpaid hours (assuming 5 minutes per shift; 75% overtime)	\$18,562.50**
Meal Period Violations	9,000 Workweeks	\$18.00 average hourly rate	11,250 unique meal break violations (assumes 25% violation rate for shifts greater than 5 hours)	\$101,250.00*
Rest Period Violations	9,000 Workweeks	\$18.00 average hourly rate	22,500 unique rest break violations (assumes 50% violation rate for shifts of at least 3.5	\$81,000.00**

			hours)	
Unreimbursed Business Expenses	9,000 Workweeks	\$25.00 per month	Assumes \$25.00 per month	\$11,250.00**
Labor Code § 203	Based on approx. 57 terminated employees within the 3-year SOL	\$18.00 average hourly rate / 30-day max.	Assumes 8 hours/day	\$24,624.00***
Labor Code § 226	Based on approx. 52 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 3,765 pay periods within the 1-year SOL	\$37,390.00***
PAGA	Based on 3,765 pay periods within the 1-year SOL	\$100.00 per pay period	Based on 3,765 pay periods within the 1-year SOL	\$37,650.00***
Total				\$311,726.50
* These figures are discounted based on a 50% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 20% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits.²				

18. Plaintiff's unpaid wages claim is based, in part, on allegations that Defendant did not compensate Class Members for all hours worked. Plaintiff alleges that he and other Class Members were sometimes required to wait in line to clock into work and when returning from meal breaks, and that their meal breaks were interrupted by work without compensation. For purposes of mediation, Class Counsel assumed Class Members spent an average of five minutes off-the-clock per shift during the Class Period. As a result, Class Counsel estimated that Defendant failed to pay Class Members for approximately 3,750

² A discount for risk at certification and trial is reasonable because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. (See Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) Moreover, discounting is particularly warranted in this case because of the individualized and testimony-intensive nature of the wage claims that could bar or limit the likelihood of any recovery whatsoever.

1 hours, 75% of which should have been paid at the overtime rate. Based on an estimated average hourly
2 rate of \$18.00, Defendant's estimated maximum potential liability is \$92,812.50. Defendant denies that
3 it failed to compensate Class Members for all hours worked and contends that this claim is improper for
4 class certification due to the individualized nature of this claim. Additionally, proving the frequency and
5 duration of alleged off-the-clock work presents difficulties because off-the-clock work is not recorded.
6 In light of these risks, and for purposes of settlement, Class Counsel discounted the maximum potential
7 liability by 80% ($\$92,812.50 \times .20$). Accordingly, Class Counsel arrived at **a realistic damage estimate**
8 **of \$18,562.50 for the off-the-clock work claim.**

9 19. Plaintiff's meal period claim is based on allegations that Class Members' meal breaks were
10 short, late, interrupted, and sometimes missed altogether, including second meal periods on shifts
11 exceeding ten hours. For purposes of mediation, Class Counsel assumed a 25% meal period violation
12 rate, resulting in approximately 11,250 meal period violations and an estimated maximum exposure of
13 \$202,500.00. Defendant denies Plaintiff's claim and contends that many compliant meal periods were
14 provided taken and any violation, which Defendant denies, was a result of the Class Member voluntarily
15 waiving their meal period. Defendant also argues that this claim is improper for class certification due to
16 the individualized nature of meal periods. Although I believe there is merit to this claim, I acknowledge
17 the foregoing presents significant risk with certifying this claim and proof on the merits. Certification
18 and proof of this claim would require declarations from Class Members, and obtaining such declarations
19 potentially would reveal that each Class Member had a different experience with respect to meal periods.
20 Therefore, I believe a 50% discount to the maximum exposure figure is warranted. Applying this
21 discount, I accordingly arrived at **a realistic damage estimate of \$101,250.00 for the meal period**
22 **claim.**

23 20. Plaintiff's rest period claim is based on allegations that Defendant failed to authorize and
24 permit timely and uninterrupted rest periods. For purposes of mediation, Class Counsel assumed a 50%
25 violation rate for shifts of at least 3.5 hours, or approximately 22,500 rest period violations. As a result,
26 Defendant's maximum exposure is estimated to be \$405,000.00. Defendant denies liability and contends
27 that Class Members were provided with the opportunity to take all rest periods to which they were
28 entitled. Moreover, Defendant argues this claim is improper for class treatment given the individualized

1 nature of assessing noncompliant rest periods and resulting damages. Although I believe there is merit to
2 this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on
3 the merits. Certification and proof of this claim would require declarations from Class Members, and
4 obtaining such declarations potentially would reveal that each Class Member had a different experience
5 with respect to rest periods. Therefore, Class Counsel believe an 80% discount to the maximum exposure
6 figure is warranted. Applying this discount, Class Counsel accordingly arrived at **a realistic damage**
7 **estimate of \$81,000.00 for the rest period claim.**

8 21. The unreimbursed business expenses claim is based on allegations that Defendant did not
9 reimburse Class Members for all expenses Class Members incurred in direct consequence of the
10 discharge of their duties. Plaintiff alleges that Class Members incurred expenses for work-related tools
11 and the occasional use of their personal vehicles and cellphones for business purposes without
12 reimbursement. For purposes of mediation, Class Counsel assumed \$25.00 in unreimbursed expenses for
13 every four Workweeks. Applying this assumption to approximately 9,000 Workweeks resulted in an
14 estimated maximum exposure of \$56,250.00. Defendant denies liability and contends that it complied
15 with all of its reimbursement obligations. Defendant also argues that this claim is improper for class
16 treatment given the individualized nature of assessing unreimbursed expenses and resulting damages. I
17 acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits.
18 Certification and proof of this claim would require declarations and supporting information from Class
19 Members, which potentially would reveal that each Class Member had a different experience with respect
20 to unreimbursed expenses. Therefore, Class Counsel believe an 80% discount to the maximum exposure
21 figure is warranted. Applying this discount, Class Counsel accordingly arrived at **a realistic damage**
22 **estimate of \$11,250.00 for the unreimbursed business expenses claim.**

23 22. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
24 estimates Defendant's maximum potential exposure, prior to risk-adjustment, is \$996,640.00, which
25 breaks down as follows: \$246,240.00 for waiting time penalties for approximately 57 terminated Class
26 Members during the 3-year SOL; a \$373,900.00 penalty for inaccurate wage statements based on
27 approximately 52 Class Members within the 1-year SOL; and \$376,500.00 for PAGA penalties based on
28 the Court assessing a \$100.00 penalty for each pay period containing a violation (approx. 3,765 PAGA

1 Pay Periods). However, I believe it would be unrealistic to expect the Court to award the full exposure
2 amount given the discretionary nature of awarding penalties and given Defendant's defenses, including
3 that any failure to pay all final wages at the time of separation was not willful or intentional and that to
4 the extent Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered no actual
5 resulting damage or harm. Moreover, I understand the individualized and testimony-intensive nature of
6 the wage claims could bar class certification or otherwise significantly reduce Defendant's overall
7 liability for statutory and civil penalties. Furthermore, considering the underlying wage claims are
8 realistically estimated to be \$212,062.50, awarding such a disproportional amount in penalties would
9 also raise Due Process concerns. Weighing these factors, I applied a 90% discount to each penalty
10 (resulting in \$26,624.00 for waiting time penalties, \$37,390.00 for inaccurate wage statement penalties,
11 and \$37,650.00 for PAGA penalties) and accordingly arrived at **a realistic damage estimate of**
12 **\$99,664.00 for statutory and civil penalties.**

13 23. Using these estimated figures, Plaintiff predicted the *realistic* recovery for all claims,
14 including penalties, is \$311,726.50. This means the \$250,000.00 gross settlement figure represents
15 about 80% of the realistic (*risk-adjusted*) recovery. This is an excellent result for the Class, particularly
16 because, under the proposed Settlement Agreement, Class Members will receive timely, guaranteed relief
17 and will avoid the risk of not being able to recover anything.

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

21 25. Class Counsel are also of the opinion that because the issues here are fairly contested, there
22 is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits
23 due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to
24 go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

25 26. The Settlement obviates the significant risk that this Court may deny certification of all or
26 some of Plaintiff's claims. Furthermore, even if Plaintiff was able to pursue her claims on a class-wide
27 basis and obtain certification of all or some of the claims, continued litigation would be expensive,
28

1 involving a trial and possible appeals, and would substantially delay and reduce any recovery by the
2 Class.

3 27. This Settlement avoids the risks, burdens, and the accompanying expense of further
4 litigation. The parties have engaged in a significant amount of investigation and informal discovery.
5 Moreover, preparation for class certification and a trial would remain for the Parties as well as the
6 prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or any summary
7 judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through
8 trial.

9 28. The Net Settlement Amount available for settlement payments is approximately **\$110,316.67**
10 for an estimated Class size of **110 individuals**.³ As a result, the average Individual Class Payment is
11 approximately **\$1,002.88** prior to tax withholdings on the wage portion of payments. Additionally, it is
12 estimated there are **52 Aggrieved Employees**, which results in an estimated average of **\$134.62** from the
13 total Individual PAGA Payments of \$7,000.00. The estimated **PAGA Pay Period value is \$1.86** based
14 on an estimated **3,765 PAGA Pay Periods** during the PAGA Period. The actual amounts to Participating
15 Class Members and Aggrieved Employees will vary based on each individual's Workweeks during the
16 Class Period or PAGA Pay Periods during the PAGA Period, respectively; thus, those who worked more
17 than the average number of Workweeks or PAGA Pay Periods will receive a benefit greater than the
18 corresponding average estimated amount. The high and low range of payments to Class Members will
19 be calculated by the Administrator following preliminary approval and receipt and processing of the
20 Class Data and will be provided to the Court in a motion for final approval.

21 29. The proposed settlement of \$250,000.00 therefore represents a substantial recovery when
22 compared to the reasonably forecasted recovery of the Class. When considering the risks of litigation,
23 the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability,
24
25

26 ³ The Net Settlement Amount is at least \$250,000.00 less the following: \$10,000.00 for the Class
27 Representative Service Award, \$6,350.00 for the Administration Expenses Payment, \$20,000.00 for the
28 PAGA Penalties to the LWDA and to Aggrieved Employees, \$83,333.33 for Class Counsel's attorneys' fees,
and up to \$20,000.00 for Class Counsel's litigation costs. (Settlement, ¶¶ 1.27, 3.)

1 and the probability of appeal, it is clear the Settlement amount of \$250,000.00 is within the “ballpark” of
2 reasonableness, and that preliminary settlement approval is appropriate.

3 THE SERVICE AWARD TO PLAINTIFF IS REASONABLE

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

15 31. At the same time, Plaintiff faced many risks in adding herself as the Class Representative in
16 this matter. Plaintiff faced actual risks with her future employment, as putting herself on public record in
17 an employment lawsuit could also very well affect her likelihood for future employment. For example, a
18 search of Plaintiff’s name will reveal this action, and as a result, many employers may likely forego
19 hiring Plaintiff in learning she sued a former employer.

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

26 33. This class action would not have been possible without the aid of Plaintiff, who put her own
27 time and effort into this litigation and placed herself at risk for the sake of the Class. The requested
28

1 service payment is therefore reasonable to compensate Plaintiff for her active participation in this lawsuit,
2 in addition to her general release of claims, both known and unknown, and waiver of section 1542 rights.

3 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

15 37. My current billing rate is \$950.00 per hour, which is my usual hourly rate for wage and hour
16 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
17 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
18 <http://www.laffeymatrix.com/see.html>, [last visited Sept. 28, 2026].) The Laffey Matrix is a “well-
19 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
20 *HPL Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912, 921 (N.D. Cal. 2005).) A true and
21 correct copy of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the
22 Laffey Matrix rate upwards based on “locality pay differentials” and the location of counsel’s office in
23 California to determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward
24 adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay
25 differential of the District of Columbia and San Francisco, California, where counsel’s office was
26 located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized
27 the locality pay differentials within the federal courts. (*Id.* at 921-22.) Using the same method here and
28 based on Class Counsel’s location in Los Angeles, California, the locality pay differential of the Los

1 Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-
2 Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary
3 Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026 *with* Judiciary Salary Plan of
4 Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los
5 Angeles-Long Beach Judiciary Plan and the Washington-Baltimore-Arlington Judiciary Plan are
6 attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 17+ years of experience, my
7 Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53%
8 x \$1,019)). Accordingly, my current billing rate of \$950.00 per hour is reasonable.

9 38. I am experienced in prosecuting and defending employment matters, particularly class and
10 PAGA actions. My firm has focused a substantial percentage of its practice on wage, hour, and working
11 conditions violations. In addition to the present case, I am also class counsel for other wage and hour
12 class action lawsuits pending in various counties throughout California, including in state and federal
13 courts. The following is a list of some of our recent class action settlements that have received preliminary
14 and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155;
15 lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx.
16 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500;
17 lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead
18 counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel);
19 *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness*
20 *Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v.*
21 *ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel);
22 *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx),
23 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my \$650 hourly rate in
24 that case, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and
25 successful litigators. Other courts have approved the attorneys’ current rates for the Moon & Yang, APC
26 attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173;
27 lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size
28 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

39. 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.

40. 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.

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

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

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

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

43. 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).

MARIAM GHAZARYAN'S EXPERIENCE AND QUALIFICATIONS

44. Mariam Ghazaryan received a Bachelor of Arts in Political Science and a minor in International Studies from the University of California, Irvine in 2017, and a Juris Doctorate from Southwestern Law School in 2021. In law school, Ms. Ghazaryan served as a Judicial Extern for the

1 Honorable Michael R. Amerian of the Los Angeles County Superior Court and Articles Editor of the
2 Southwestern Journal of International Law. Ms. Ghazaryan was published in the Southwestern Journal
3 of International Law, Volume 21, No.1, 2021.

4 45. Ms. Ghazaryan became an Active Member of the State Bar of California in November 2021
5 and has been an Active Member in good standing continuously since. Ms. Ghazaryan is also a member
6 in good standing with the United States District Court for the Central, Eastern, Southern, and Northern
7 Districts and was selected by Super Lawyers as a “Southern California Rising Star” in 2024.

8 46. Ms. Ghazaryan is an attorney at Moon Law Group, P.C. and represents employees in all
9 aspects of employment litigation, including wage-and-hour class and representative actions involving
10 claims related to overtime and minimum wages, meal and rest break violations, improper wage
11 statements, the California Private Attorneys General Act, and unfair business practices.

12 47. Ms. Ghazaryan’s current billing rate is \$725.00 per hour, which is her usual hourly rate in
13 wage and hour litigations. Based on Ms. Ghazaryan’s nearly 5 years of experience, her Laffey Matrix
14 rate with a 2.53% adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x \$625)) (*See Ex.*
15 *6.*). As compared to the Laffey Matrix rate and when considering her experience, Ms. Ghazaryan’s billing
16 rate of 725.00 per hour is reasonable.

17 48. During her tenure with Moon Law Group, P.C., Ms. Ghazaryan has played a critical role in
18 obtaining outstanding results for employees who have been wronged by their employers. Ms. Ghazaryan
19 has been involved in all aspects of complex litigation, including assisting in class certification motions
20 in the following cases:

- 21 (a) *Duran v. Sun Valley Group* [certification was granted on multiple wage and hour
22 claims against Sun Valley Group];
 - 23 (b) *Beard v. SMS Transportation* [certification was granted for a rest break claim against
24 SMS Transportation. Rest break claims are notably difficult to certify];
 - 25 (c) *Evans v. Downtown Women’s Center* [certification was granted for a regular rate claim
26 against Downtown Women’s Center.
- 27
28

1 49. From November 2021 to the present, Ms. Ghazaryan has participated in the litigation and/or
2 resolution of approximately ninety wage-and-hour class and/or representative actions, including
3 successfully moving the Court for preliminary and final approval of settlements on the first attempt.

4 MITCHELL H. MILLET’S EXPERIENCE AND QUALIFICATIONS

5 50. Mitchell H. Millet received a Bachelor of Arts in Philosophy and a minor in Business Law
6 from the University of Southern California in 2018, and a Juris Doctorate from Loyola Law School, Los
7 Angeles, in 2022.

8 51. Mr. Millet has been an active member in good standing of the State Bar of California since
9 October 2024. Mr. Millet is also a member in good standing with the United States District Court for the
10 Southern, Central, and Eastern Districts of California.

11 52. Mr. Millet is an associate attorney at Moon Law Group, P.C., and he represents employees
12 in employment litigation, including wage-and-hour class and representative actions involving claims
13 related to violations of the California Labor Code and pursuant to the California Private Attorneys
14 General Act.

15 53. Mr. Millet's current billing rate is \$500.00 per hour, which is his usual hourly rate in wage
16 and hour litigation matters. Based on Mr. Millet's 2 years of experience as a practicing attorney, his
17 Laffey Matrix rate with a 2.53% adjustment is \$520.85 per hour (\$508 Laffey Matrix rate + (2.53% x
18 \$508)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr.
19 Millet's billing rate of \$500.00 per hour is reasonable.

20 CLASS COUNSEL’S EXPERIENCE AND QUALIFICATIONS

21 54. As demonstrated by the foregoing, my office is qualified to handle this litigation because we
22 are experienced in litigating Labor Code and Wage Order violations in individual, class, and
23 representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in
24 numerous wage and hour class and/or PAGA actions in state and federal courts by way of motion for
25 settlement approval. Including myself, Moon Law Group, PC is comprised of about 35 attorneys, all of
26 whom are actively and continuously practicing employment litigation, representing almost entirely
27 employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other
28 Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys

1 at my firm have a high level of knowledge in areas of wage and hour class actions, PAGA representative
2 actions, and labor and employment law generally, the substantive (state and federal) and procedural law
3 of which is frequently evolving.

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

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

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

19 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

20 58. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to
21 one-third of the Gross Settlement Amount (currently estimated to be \$83,333.33), plus reimbursement
22 for actual litigation costs not to exceed \$20,000.00. (Settlement, ¶ 3.2.2.) The proposed award of
23 attorneys' fees to Class Counsel in this case can be justified under either the lodestar method or the
24 percentage/common fund recovery method. Class Counsel, however, intend to base the proposed award
25 of fees on the percentage method as many of the entries in the time records will have to be redacted to
26 preserve attorney-client and attorney work product privileges.

27 59. I am informed and believe that the fees and costs provision in the Settlement Agreement is
28 reasonable. The fee percentage requested is less than that charged by my office for most employment

1 cases. Moreover, my office invested significant time and resources into the case, with payment deferred
2 to the end of the case, and then, of course, contingent on the outcome.

3 60. It is further estimated that my office will need to expend at least another 50 to 100 hours to
4 monitor the process leading up to the final approval and payments made to the Class. My office also
5 bears the risk of taking whatever actions are necessary should Defendant fail to pay.

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

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

22 63. As of the drafting of this motion, my office has incurred \$11,855.70 in expenses litigating
23 this action, and we anticipate accruing additional costs up to final approval. These expenses were
24 reasonably necessary to the litigation and were actually incurred by my office. Moreover, because total
25 litigation costs are below the maximum amount allowed under the Settlement, the difference will revert
26 to Participating Class Members. (Settlement, ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

- (a) Numerous interviews with Plaintiff and review of documents provided by her;
- (b) Legal research and investigation regarding the Defendant's practices at numerous points in the litigation;
- (c) Preparation and submission of Plaintiff's PAGA notice letter;
- (d) Preparation, finalization, and filing of multiple drafts of the class action complaint and subsequent amended complaints;
- (e) Extensive "meet and confer" correspondence and discussions with Defendant's counsel to obtain relevant documents and information through informal discovery;
- (f) Communications with Plaintiff regarding the factual basis of her claims;
- (g) Analysis of the available informal discovery production and preparation of an exposure analysis based on Counsel's own assumptions regarding the alleged violations;
- (h) Research and preparation of Plaintiff's mediation brief;
- (i) Attendance and active participation at a full day of mediation;
- (j) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and proposed Class Notice thereto; and
- (k) Preparation of the motion for preliminary approval and the accompanying filings.

65. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of \$250,000.00 to compensate Class Members for the alleged unlawful wage and hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on September 30, 2026, at Los Angeles, California.

Kane Moon