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Attorneys for Plaintiff Leonard Keith Jr. Alfonso

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

LEONARD KEITH JR. ALFONSO,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

SCP PROPERTY MANAGEMENT, LLC, a
limited liability company; and DOES 1 through
10, inclusive,

Defendants

Case No. CGC-25-624023

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with the Memorandum of Points and
Authorities, the Declaration of Plaintiff
Alfonso, the Declaration of Sean Hartranft, and
[Proposed] Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING

Date: September 23, 2026

Time: 9:00 a.m.

Dept. 301

Judge: Hon. Christine Van Aken

Action Filed: April 4, 2025

FAC Filed: June 25, 2025

Trial Date: Not Set

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all of the Courts of the State of California and am one of the attorneys of record for Plaintiff Leonard Keith Jr. Alfonso (“Plaintiff”) and the putative Class.

2. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

CASE BACKGROUND

3. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff seeks to represent a class of all current and former hourly-paid, non-exempt employees of Defendant SCP Property Management, LLC (“Defendant”) (together with Plaintiff, the “Parties”) who worked for Defendant in California at any time during the period from April 4, 2021, through June 19, 2026, pursuant to the Joint Stipulation of Class and Representative Action Settlement Agreement (the “Settlement” or “Settlement Agreement”) attached hereto as **Exhibit 1**, for various violations of the California Labor Code. Defendant is a Delaware limited liability company that provides property management services for multifamily properties in California and the Pacific Northwest. Plaintiff was classified as non-exempt during the entirety of his employment and was subjected to the same unlawful labor practices as his coworkers.

4. Plaintiff’s claim for unpaid wages stems from Defendant’s alleged failure to compensate employees for on-call, standby, and off-the-clock work, and Defendant’s alleged failure to incorporate all remuneration for purposes of calculating the regular rate of pay. Moreover, Plaintiff alleges that Defendant systematically failed to provide meal periods and rest breaks. In addition to the foregoing claims, Plaintiff brings claims for reimbursement of necessary business expenses, and derivative claims against Defendant for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

1 5. Because of Defendant’s alleged violations of various provisions of the Labor Code,
2 Plaintiff commenced this Action on April 4, 2025, by filing a Class Action Complaint, alleging
3 that Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime
4 compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest breaks, (5)
5 failed to indemnify necessary business expenses; (6) failed to timely pay final wages at termination,
6 (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business
7 practices. On June 25, 2025, Plaintiff filed a First Amended Class Action and Representative
8 Action Complaint against Defendant adding a cause of action for civil penalties under PAGA (the
9 “Operative Complaint”).

10 6. Defendant ardently opposes the merits of this case and denies Plaintiff’s factual
11 allegations. Defendant contends, among other things, that Plaintiff and the putative class members
12 were paid for all hours worked, including any on-call or off-the-clock work. Defendant further
13 contends that it did not fail to incorporate any additional remuneration into the regular rate of pay
14 because the bonuses at issue were discretionary. Moreover, Defendant argues that it satisfied its
15 meal and rest period obligations, provided employees with the opportunity to take all meal and rest
16 periods to which they were entitled, and paid any premiums owed for noncompliant meal or rest
17 periods. Defendant also contends that it reimbursed its employees for all necessary and reasonable
18 business expenses incurred. Furthermore, to the extent Plaintiff received wage statements that were
19 allegedly inaccurate, Defendant asserts that the wage statements were legally compliant and that
20 Plaintiff suffered no actual damage or harm as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.*
21 (N.D. Cal. Feb. 19, 2013) No. C 12-05860 CRB, 2013 WL 622032, at *10 [“A plaintiff must
22 adequately plead an injury arising from an employer’s failure to provide full and accurate wage
23 statements, and the omission of the required information alone is not sufficient.”].)

24 7. With respect to Plaintiff’s claim for waiting time penalties, Defendant alleges that its
25 good-faith belief that it paid all wages precluded the imposition of waiting time penalties since
26 Plaintiff could not prove that Defendant’s alleged failure to pay all final wages at the time of
27 separation was “willful.” (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED
28 CV 11–298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendant claims it did not

1 engage in any unfair business practices and denies liability under PAGA. Finally, Defendant
2 disputes the certifiability of the class, due to the individualized and testimony-intensive nature of
3 the wage claims that could bar class certification or significantly reduce Defendant's overall
4 liability.

5 DISCOVERY AND INVESTIGATION

6 8. Following the filing of Plaintiff's complaints, the Parties met and conferred regarding
7 an agreement to mediate the claims. Thereafter, the Parties agreed to a protocol for exchanging
8 documents and information before the mediation. Plaintiff obtained from Defendant, through
9 informal but extensive discovery, information sufficient to meaningfully evaluate the claims at
10 issue in the action, including applicable written policies, the employee handbook in effect during
11 the Class Period, Plaintiff's complete personnel file, a sample of time and corresponding payroll
12 records for Class Members, and information regarding the estimated number of current and former
13 Class Members, Workweeks, Aggrieved Employees, PAGA Pay Periods, and average hourly pay.

14 9. In preparation for mediation, Class Counsel reviewed and analyzed all the information
15 Defendant provided, including the sample time/pay records and documents regarding Defendant's
16 wage and hour policies. Class Counsel retained a statistics expert to analyze the sample records
17 and prepare a damage analysis prior to mediation. The sample of time and pay records contained
18 the records of 13,812 shifts worked during the Class Period (representing approximately 65% of
19 the estimated class wide shifts), which allowed Plaintiff's expert to prepare an analysis with a high
20 degree of certainty. In conjunction with their extensive factual investigation, Class Counsel also
21 investigated the applicable law regarding the claims and defenses asserted in the litigation.
22 Accordingly, Class Counsel were able to evaluate the probability of class certification, success on
23 the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus,
24 Plaintiff's and his counsel's familiarity with the facts of the case and the legal issues raised by the
25 pleadings allowed them to act intelligently in negotiating the Settlement.

26 10. To the best of my knowledge, I am not aware of any individual, representative, or class
27 action in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those
28 asserted in this action on behalf of a class or group of individuals who would also be members of

1 the putative Class, as defined in this matter. I have come to this conclusion after a reasonable
2 inquiry and review of the LWDA's PAGA Case Search website, this Court's case search website,
3 and other information reasonably available online. Additionally, Defendant has not indicated there
4 is any other related case pending as of the date of this declaration. As such, I am unable to name
5 any case, the nature of any claims asserted in such case, or the definition of any class of parties on
6 whose behalf any action was brought that would overlap with the putative Class, as defined in this
7 matter, or would otherwise be extinguished or adversely affected by approval of this Settlement.

8 SETTLEMENT NEGOTIATIONS

9 11. On April 20, 2026, the Parties participated in a full day mediation with Hon. Carl West
10 (Ret.), a professional and neutral class and PAGA action mediator. The settlement negotiations
11 were at arm's length and, although conducted in a professional manner, were adversarial. The
12 Parties went into the mediation willing to explore the potential for a settlement of the dispute, but
13 each side was also prepared to litigate their position through trial and appeal if a settlement had
14 not been reached. After extensive discussion regarding the merits and certifiability of Plaintiff's
15 claims and Defendant's defenses, a settlement was reached by the parties, the material terms of
16 which are encompassed within the Settlement Agreement.

17 12. Class Counsel submitted the proposed Settlement to the LWDA and received an email
18 confirming the submission, a true and correct copy of which is attached as **Exhibit 2** to this
19 declaration.

20 13. A true and correct copy of Plaintiff's PAGA notice of alleged Labor Code violations
21 sent to Defendant and the California Labor and Workforce Development Agency (the "LWDA") on
22 April 3, 2025 is attached hereto as **Exhibit 3**. Plaintiff's administrative exhaustion period under
23 PAGA expired without the LWDA indicating its intent to investigate the alleged violations. In
24 compliance with Labor Code section 2699, subdivision (l)(1), Class Counsel submitted a file-
25 stamped copy of Plaintiff's Operative Complaint that contained the Court-assigned case number to
26 the LWDA.

1 14. Class Members will not need to submit any claim form as a condition of receiving
2 individual settlement payments. (Settlement, ¶ 3.1.) Each Class Member who does not opt out will
3 be entitled to a pro rata share of the Net Settlement Amount calculated according to the number of
4 Workweeks worked during the Class Period. (*Id.* at ¶ 1.22.) Likewise, each Aggrieved Employee
5 will be entitled to a pro rata share of 35% of the PAGA Penalties calculated according to the number
6 of PAGA Pay Periods worked during the PAGA Period. (*Id.* at ¶ 1.23.)

7 15. The Settlement Agreement provides for a Class Counsel Fees Payment of not more than
8 one-third of the Gross Settlement Amount, currently estimated to be \$66,666.67, for Class Counsel's
9 attorneys' fees, plus a Class Counsel Litigation Costs Payment equal to the actual reasonable
10 litigation costs incurred to prosecute the Action, not to exceed \$25,000.00. (*Id.* at ¶ 3.2.2.) If the
11 Court approves payments less than the amounts requested, the Administrator shall allocate the
12 remainder to the Net Settlement Amount. (*Id.*) At this time, my firm has incurred \$18,135.35 in
13 costs, and a true and correct copy of these litigation costs is attached hereto as **Exhibit 4**.

14 16. The Settlement Agreement includes a Class Representative Enhancement Award to
15 Plaintiff as the Class Representative of not more than \$7,500.00, in addition to the Individual Class
16 and PAGA Payments that Plaintiff is eligible to receive, subject to Court approval. (*Id.* at ¶ 3.2.1.)
17 The award is a payment to Plaintiff in exchange for a general release of all known and unknown
18 claims, and in recognition of having initiated the Action, provided services in support thereof, and
19 incurred risks inherent in the role of named Plaintiff. (*Id.* at ¶ 1.14.)

20 17. The Settlement Agreement provides that 20% of each Participating Class Member's
21 Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). (*Id.*
22 at ¶ 3.2.4.1.) The remaining 80% of each Participating Class Member's Individual Class Payment
23 will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). (*Id.*)
24 Defendant will separately pay its employer-share of payroll taxes owed on the Wage Portions of the
25 Individual Class Payments. (*Id.* at ¶ 3.1.) The Administrator will report the Individual PAGA
26 Payments on IRS 1099 Forms. (*Id.* at ¶ 3.2.5.1.)

27 18. The Parties jointly appoint Apex Class Action LLC as the neutral entity to administer
28 this Settlement. (*Id.* at ¶ 1.2.) The Settlement Agreement provides that the Administrator will be paid

1 \$5,490.00 for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.3.) To the extent
2 actual expenses are less and/or the Court approves payment less than the requested amount, the
3 Administrator shall allocate the remainder to the Net Settlement Amount. (*Id.*) A true and correct
4 copy of the Administrator’s bid of \$5,490.00 is attached hereto as **Exhibit 5**.

5 19. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts
6 necessary to fully pay Defendant’s employer-share of payroll taxes by transmitting the funds into
7 the Qualified Settlement Fund established and maintained by the Administrator within thirty (30)
8 calendar days after the Effective Date. (*Id.* at ¶ 4.3.) Within seven (7) calendar days after the
9 Effective Date, the Administrator shall provide Defendant with the total amount of Defendant’s
10 employer-share of payroll taxes owed and the wiring and/or mailing instructions. (*Id.*)

11 **THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE**

12 20. Class Counsel have conducted a thorough investigation into the facts of this case. Based
13 on the foregoing discovery and their own independent investigation and evaluation, Class Counsel
14 is of the opinion that the Settlement is fair, reasonable, and adequate. Furthermore, in light of all
15 known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses
16 that could be asserted by Defendant both to certification and on the merits, the settlement is in the
17 best interests of the Class Members.

18 21. Based on my analysis of the time, payroll, and additional records provided by
19 Defendant, Plaintiff’s expert’s analysis of the time and payroll records provided by Defendant, and
20 information from Plaintiff, Class Counsel evaluated Defendant’s maximum exposure. I took into
21 account the risk of not having the claims certified and the risk of not prevailing at trial, even if the
22 claims are certified. Based on a review of its records to date, Defendant estimates that there are
23 4,654 Workweeks at issue during the Class Period. (Settlement, ¶ 4.1.) There are also an estimated
24 54 Class Members and 47 Aggrieved Employees who worked a total of 1,256 PAGA Pay Periods.
25 Based on Defendant’s payroll data, the weighted average hourly rate is \$35.89 per hour, and there
26 are 20 former employees for Labor Code § 203 penalties and 47 employees that fall within the 1-
27 year statute of limitations (“SOL”) period for penalties under Labor Code § 226.

Accordingly, I calculated Defendant's *maximum* potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Maximum Exposure
Unpaid Wages (Regular Rate of Pay)	4,654 Workweeks	\$36.62 average regular rate	Based on Expert Analysis of Records	\$13,521.00
Unpaid Wages (Due to Off-the-Clock Work)	4,654 Workweeks	\$35.89 average hourly rate	3,562 net unpaid hours (assuming 10 minutes per shift; 88.8% overtime)	\$184,601.22
Meal Period Violations	4,654 Workweeks	\$35.89 average hourly rate	6,843 unique meal break violations	\$245,595.27
Rest Break Violations	4,654 Workweeks	\$35.89 average hourly rate	20,390 unique rest break violations (assumes 100% violation rate for shifts of at least 3.5 hours)	\$731,797.10
Unreimbursed Business Expenses	4,654 Workweeks	Assumes \$25.00 per month	Based on information from Plaintiff	\$29,275.00
Labor Code §203	Based on approximately 20 terminated employees within the 3-year SOL	\$35.89 average hourly rate / 30-day max.	Assumes 8 hours/day	\$171,464.00
Labor Code §226	Based on approximately 47 class members within the 1-year SOL	\$50 for initial violation; \$100 for each subsequent pay period with \$4,000 employee maximum	Based on 1,256 pay periods within the 1-year SOL	\$123,250.00
PAGA	Based on 1,256 pay periods within the 1-year SOL	\$100.00 per pay period	Based on 1,256 pay periods within the 1-year SOL	\$125,600.00
Maximum Total for Claims				\$1,625,103.59
Assuming 20% probability of prevailing at class certification and on the merits (i.e., 20% of maximum)				\$325,020.72

22. Plaintiff's unpaid wages claim is based in part on allegations that Defendant failed to incorporate non-discretionary remuneration into Class Members' regular rate of pay for purposes

1 of paying overtime and sick pay. Plaintiff's expert reviewed Defendant's records and determined
2 that 341 pay periods included overtime hours and additional compensation, resulting in an
3 estimated underpayment of \$8,160.00 for overtime pay, and that 69 pay periods included sick pay
4 and additional compensation, resulting in an estimated underpayment of \$5,361.00 for sick pay.
5 As a result, Defendant's maximum exposure for its alleged failure to incorporate non-discretionary
6 remuneration into the regular rate of pay was estimated to be \$13,521.00.

7 23. Plaintiff's unpaid wages claim is also based on allegations that Defendant required
8 Class Members to perform uncompensated work before clocking in, after clocking out, during
9 unpaid meal periods, and while responding to work-related calls and performing other work duties.
10 For purposes of mediation and based on information from Plaintiff, Plaintiff's Counsel assumed
11 that each Class Member worked approximately 10 minutes off-the-clock per shift. As a result.
12 Plaintiff's expert estimated that Class Members performed 3,562 hours of uncompensated work,
13 approximately 88.8% of which constituted overtime work. As a result, Defendant's maximum
14 exposure for the alleged off-the-clock work is estimated to be \$184,601.22.

15 24. Plaintiff's meal period claim is based on allegations that, due to understaffing and the
16 nature of their work, Class Members' meal periods were often late, short, interrupted, or missed
17 altogether. Plaintiff further alleges that Class Members were required to perform work during
18 unpaid meal periods and, on certain occasions, to edit their time records to reflect compliant meal
19 periods regardless of whether compliant meal periods were actually provided. Plaintiff's expert
20 reviewed Defendant's records and determined that there were 6,843 unique meal period violations.
21 As a result, Defendant's maximum exposure for Plaintiff's meal period claim is estimated to be
22 \$245,595.27 (6,843 unique meal period violations x \$35.89 average hourly rate).

23 25. Plaintiff's rest period claim is based on allegations that, due to understaffing,
24 insufficient coverage, and work-related interruptions, Class Members were often unable to take all
25 timely and duty-free rest periods to which they were entitled. Class Counsel assumed, based on
26 information from Plaintiff, a 100% violation rate for shifts of at least 3.5 hours. Plaintiff's expert
27 thus determined that there were 20,390 rest period violations. Accordingly, Defendant's estimated
28

1 maximum exposure is \$731,797.10 (20,390 violations x \$35.89 average hourly rate) for Plaintiff's
2 rest period claim.

3 26. Plaintiff's claim for unreimbursed business expenses stems from allegations that he and
4 Class Members were required to incur business expenses in direct discharge of their work without
5 full reimbursement. For example, Plaintiff alleges that he and other Class Members were required
6 to use their personal cellular phones and vehicles for work purposes and to incur expenses for work-
7 related supplies and the laundering of mandatory work uniforms. Assuming \$25.00 per month,
8 Defendant's estimated maximum potential exposure is \$29,275.00 for the unreimbursed business
9 expenses claim.

10 27. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff's
11 expert estimated that Defendant's maximum potential liability for waiting time penalties is
12 \$171,464.00 based on approximately 20 terminated Class Members within the 3-year statute of
13 limitations, \$123,250.00 for inaccurate wage statements based on approximately 47 Class
14 Members within the 1-year statute of limitations, and \$125,600.00 for PAGA penalties based on
15 the Court assessing a \$100.00 penalty for each pay period (1,256 PAGA Pay Periods).

16 28. Using these estimated figures, Plaintiff predicted that the maximum exposure for all
17 claims, including penalties, would be \$1,625,103.59. **The \$200,000.00 settlement figure**
18 **represents approximately 12.3% of the maximum exposure.**

19 29. Notably, the maximum exposure does not reflect Plaintiff's realistic recovery as it
20 excludes Defendant's defenses and the risks of certification. For example, certification and proof
21 of the off-the-clock claim, rest period violations and unreimbursed business expenses claim would
22 require declarations from Class Members because these claims are not strongly supported by the
23 time and payroll records. Such declarations could reveal that each Class Member had a different
24 experience. Additionally, Defendant argues that it did not permit its employees to work off-the-
25 clock. Defendant also argues that it provided Plaintiff and Class Members the opportunity to take
26 all rest periods to which they were entitled and that this claim is improper for class treatment
27 because each Class Member has a different experience as to their rest breaks. Defendant also argues
28 that it reimbursed its employees for all necessary business expenses incurred to the extent that any

1 employee requested reimbursement. The unreimbursed business expenses claim is also highly
2 individualized as each Class Member has a different experience as to any business expenses
3 incurred for their job duties, if any. The individualized and testimony-intensive nature of the wage
4 claims could bar or limit the likelihood of any recovery. With regard to the regular rate claim,
5 Defendant argues that it did not fail to incorporate any remuneration into the regular rate because
6 any additional compensation was discretionary. As for the meal break violations, Defendant
7 contends that many compliant meal breaks were taken and that where a violation appears, it was a
8 result of employees voluntarily waiving their break rights. The possibility that all of Plaintiff's
9 claims would be certified is low as the Judicial Council of California found that only 21.4% of all
10 class actions were certified either as part of a settlement *or* as part of a contested certification
11 motion. (*See Findings of the Study of California Class Action Litigation, 2000-2006*, available at
12 <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) The maximum exposure also
13 assumes the Court would award the full amount for Plaintiff's derivative claims. However, such
14 result is unrealistic given the discretionary nature of awarding PAGA penalties and given
15 Defendant's defenses, including without limitation, that any failure to pay all final wages at the
16 time of separation was not willful or intentional and that to the extent Plaintiff received wage
17 statements that were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm.
18 Furthermore, considering that the underlying wage claims are estimated to have a maximum value
19 of \$1,204,789.59, an additional award of \$420,314.00 in statutory and civil penalties could also
20 raise proportionality and Due Process concerns. **Considering the foregoing, Class Counsel**
21 **believe that Plaintiff's realistic recovery is closer to 20% of Defendant's maximum exposure,**
22 **or \$325,020.72.**

23 **30. The Gross Settlement Amount of \$200,000.00 represents approximately 61.5% of**
24 **the realistic recovery estimated to be \$325,020.72.** This is an excellent result for the Class.
25 Indeed, because of the proposed Settlement, class members will receive timely, guaranteed relief
26 and will avoid the risk of an unfavorable judgment.

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

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

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

14 34. This Settlement avoids the risks and the accompanying expense of further litigation.
15 Although the parties had engaged in a significant amount of investigation, informal discovery and
16 class-wide data analysis, the parties had not yet completed formal written discovery. Moreover,
17 preparation for class certification and a trial remained for the parties as well as the prospect of
18 appeals in the wake of a disputed class certification ruling for Plaintiff and/or adverse summary
19 judgment ruling. Had the Court certified any claims, Defendant could move to decertify the claims.
20 As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

21 35. The Net Settlement Amount available for settlement payments is no less than
22 **\$75,343.33** for an estimated Class size of **54 individuals**.¹ As a result, it is estimated that each
23 Participating Class Member is eligible to receive an average benefit of approximately **\$1,395.25**
24 prior to tax withholdings on the wage portion of payments. Considering Class Members' average
25

26 ¹ The Net Settlement Amount is at least \$75,343.33, representing the \$200,000.00 Gross
27 Settlement Amount less the following: up to \$7,500.00 for the Class Representative Enhancement
28 Award, \$5,490.00 for the Administration Expenses Payment, \$20,000.00 for PAGA Penalties, up to
\$66,666.67 for the Class Counsel Fees Payment, and up to \$25,000.00 for the Class Counsel
Litigation Costs Payment. (Settlement, ¶¶ 1.21, 1.27, 3.2.)

1 hourly rate is \$35.89, the average benefit is approximately **38.9 hours of work**. Additionally, there
2 are an estimated **47 Aggrieved Employees** who are each expected to receive an average of **\$148.94**
3 from the \$7,000.00 in Individual PAGA Payments, or 35% of the \$20,000.00 allocated to PAGA
4 Penalties, representing a pay period value of approximately **\$5.57** based on the estimated **1,256**
5 **PAGA Pay Periods**. The actual amounts to Participating Class Members and Aggrieved
6 Employees will vary based on each individual's duration of work during the Class Period or PAGA
7 Period, respectively; thus, those who worked longer for Defendant during the relevant period will
8 receive a benefit greater than the average estimated amount. The high and low range of payments
9 to Class Members will be calculated by the Administrator following preliminary approval and
10 receipt and processing of the Class Data and will be provided to the Court in a motion for final
11 approval.

12 36. The proposed settlement of \$200,000.00 therefore represents a substantial recovery
13 when compared to Plaintiff's reasonably forecasted recovery. When considering the risks of
14 litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary
15 to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement
16 amount is within the "ballpark" of reasonableness, and preliminary settlement approval is
17 appropriate.

18 THE CLASS REPRESENTATIVE ENHANCEMENT AWARD IS REASONABLE

19 37. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has
20 cooperated immensely with my office, and has taken many actions to protect the interests of the
21 Class. Plaintiff provided valuable information regarding his hours worked, and what duties were
22 performed during those hours. Plaintiff also provided information regarding meal and rest periods
23 taken and missed by Plaintiff and other Class Members. Plaintiff participated in decisions
24 concerning this action and assisted in preparation for the mediation session. Before we filed this
25 case, Plaintiff worked with my office to determine the viability of his claims. Plaintiff also
26 provided information and documents relating to his employment by Defendant. The information
27 and documentation provided by Plaintiff were instrumental in establishing the wage and hour
28

1 violations alleged in this action, and the recovery provided for in the Settlement would have been
2 impossible to obtain without his participation.

3 38. At the same time, Plaintiff faced many risks in adding himself as the Class
4 Representative in this matter. Plaintiff faced actual risks with his future employment, as putting
5 himself on public record in an employment lawsuit could affect his likelihood for future
6 employment. For example, a search of Plaintiff's name will reveal this action, and as a result, many
7 employers may forego hiring Plaintiff in learning he sued a former employer.

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

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

21 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

22 41. The Settlement provides for attorneys' fees payable to Class Counsel in an amount of
23 not more than one-third of the Gross Settlement Amount, currently estimated to be \$66,666.67,
24 plus actual costs and expenses according to proof. The proposed award of attorneys' fees to Class
25 Counsel in this case can be justified under either method – lodestar or percentage recovery. Class
26 Counsel, however, intend to base the proposed award of fees, costs, and expenses on the percentage
27 method as many of the entries in the time records will have to be redacted to preserve attorney-
28 client and attorney work product privileges.

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

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

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

21 45. As of the drafting of this motion, my office has incurred \$18,135.35 in expenses
22 litigating this action, and we anticipate accruing additional costs up to Final Approval of the
23 Settlement. These expenses were reasonably necessary to the litigation and were actually incurred
24 by my office.

25 MY EXPERIENCE AND QUALIFICATIONS

26 46. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law
27 School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been
28

1 an Active Member in good standing continuously since then. I have been selected to Super Lawyers each
2 year from 2019 to 2025.

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

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

11 49. My current billing rate is \$950.00 per hour, which is my usual hourly rate for wage and
12 hour litigations. A \$950.00 per hour rate is reasonable considering my years of experience
13 practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate
14 (The Laffey Matrix, <http://www.laffeymatrix.com/see.html>, [last visited Aug. 24, 2026].) The
15 Laffey Matrix is a “well-established objective source for rates that vary by experience” used by
16 the District of Columbia. (*In re HPL Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912,
17 921 (N.D. Cal. 2005).) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit**
18 **6**. California Courts have adjusted the Laffey Matrix rate upwards based on “locality pay
19 differentials” and the location of counsel’s office in California to determine whether counsel’s
20 rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate
21 based on an approximate difference of 9% between the locality pay differential of the District of
22 Columbia and San Francisco, California, where counsel’s office was located].) To determine the
23 locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay
24 differentials within the federal courts. (*Id.* at 921-22.) Using the same method here and based on
25 Class Counsel’s location in Los Angeles, California, the locality pay differential of the Los
26 Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-
27 Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare*
28 *Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026 with Judiciary*

1 Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct
2 copies of the Los Angeles-Long Beach Judiciary Plan and the Washington-Baltimore-Arlington
3 Judiciary Plan are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 17+ years
4 of experience, my Laffey Matrix rate with a 2.53% adjustment is \$971.98 per hour (\$948 Laffey Matrix
5 rate + (2.53% x \$948)). Accordingly, my current billing rate of \$950.00 per hour is reasonable.

6 50. I am experienced in prosecuting and defending employment matters, particularly
7 class and PAGA actions. My firm has focused a substantial percentage of its practice on wage,
8 hour, and working conditions violations. In addition to the present case, I am also class counsel for
9 other wage and hour class action lawsuits pending in various counties throughout California,
10 including in state and federal courts. The following is a list of some of our recent class action
11 settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC*
12 (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs.,*
13 *Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals,*
14 *Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A.*
15 *Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos.,*
16 *Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC
17 No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside
18 No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.*
19 (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL*
20 *Global Servs., LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659, at
21 *10 (class size approx. 2,650; lead counsel) (in approving my \$650 hourly rate in that case, the
22 Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful
23 litigators. Other courts have approved the attorneys’ current rates for the Moon & Yang, APC
24 attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx.
25 173; lead counsel); *Montoya v. Golden I Credit Union* (Sacramento No. 34-2018-00228252) (class
26 size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC No.
27 BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No.
28 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).

51. This experience is invaluable in assessing the reasonableness of settlements such as the one at issue here. From this experience, our firm, as Class Counsel, concluded that this lawsuit could not have been settled on better terms than provided under the present Settlement.

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

52. 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.

53. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice has focused 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 and PAGA representative action practice.

54. 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 12 years of experience, his Laffey Matrix rate with a 2.5% adjustment is \$1,044.48 per hour (\$1,019 Laffey Matrix rate + (2.5% 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.

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

4 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et*
5 *al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which
6 resulted in a certification order on all causes of action following contested
7 briefing in a wage and hour class action.

8 (b) Mr. Feghali prepared the briefing in a contested class certification motion in
9 the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790),
10 which was granted, in part.

11 (c) Mr. Feghali prepared the briefing in a contested class certification motion in
12 the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).

13 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class
14 certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc.,*
15 *et al.* (No. 19STCV44400), which was granted, in part, and denied, in part,
16 in October 2022.

17 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the
18 matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV
19 20-1448 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage
20 and hour class alleging that plaintiff's claims were pre-empted by the Labor
21 Management Relations Act.

22 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian*
23 *Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL
24 6333905, at *1. There, the Court of Appeal reversed a dismissal of an
25 individual defendant following the trial court's granting of a demurrer
26 without leave to amend relating to alter ego allegations.

27 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the
28 matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 13, 2018) No.

2:17-cv-09056-RSWL-MRWx, 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a “sham defendant,” but the court agreed with Mr. Feghali’s briefing which argued that the individual defendant, who was alleged to have harassed the plaintiff under FEHA, was a proper defendant.

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

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

56. Since June 2018, Mr. Feghali’s practice has shifted to almost exclusively representing employees in wage and hour class and PAGA representative actions. His fee has been approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over 100 wage and hour class actions, including obtaining preliminary and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No. 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000);

1 *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The Roman*
2 *Catholic Bishop of Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.*
3 (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591)
4 (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members); *Cha v. Center Point,*
5 *Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No. BC644129)
6 (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for 79
7 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

8 ENZO NABIEV'S EXPERIENCE AND QUALIFICATIONS

9 57. Enzo Nabiev is an associate attorney at Moon Law Group, PC. Mr. Nabiev represents
10 employees in all aspects of employment litigation, including wage and hour class action and
11 representative actions involving claims related to overtime and minimum wages, meal and rest break
12 violations, improper wage statements, the California Private Attorneys General Act and unfair
13 business practices.

14 58. Mr. Nabiev received his Bachelor of Arts in Political Science from the University of
15 California, Berkeley and his Juris Doctorate from The George Washington University Law School,
16 where he served as a member of the Federal Circuit Bar Journal. He also served as a Judicial Extern
17 for the Honorable William Nooter of the Superior Court of the District of Columbia.

18 59. Mr. Nabiev is a member in good standing with the California State Bar and in the
19 United States District Court for the Central and Northern Districts. Mr. Nabiev's billing rate is
20 \$750.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Nabiev's
21 6 years of experience, his Laffey Matrix rate with a 2.53% adjustment is \$640.81 per hour (\$625
22 Laffey Matrix rate + (2.53% x \$625)). (See Ex. 6.) As compared to the Laffey Matrix rate and when
23 considering his experience, Mr. Nabiev's billing rate of \$750.00 per hour is reasonable.

24 60. During his employment with Moon Law Group, PC, he has played a critical role in
25 obtaining outstanding results for employees who have been wronged by their employers. His
26 litigation experience includes, but is not limited to:

- 27 (a) In August 2025, Mr. Nabiev prepared the briefing in the matter of *Slaughter v.*
28 *Finlite, Inc.* (Alameda Case No.: 22CV018565), which resulted in a

- certification order following contested briefing in a wage and hour class action.
- (b) In March 2023, he prepared the briefing in *Aguirre JR. v. B.W Packaging Systems. et al.*, No. 222CV04980ODWGSX, 2023 WL 2605016 (C.D. Cal. Mar. 22, 2023), which resulted in a remand order where defendant's removal was based on CAFA jurisdiction.
- (c) In April 2022, he fully briefed, argued, and won in the Court of Appeal in the Fourth Appellate District, regarding the issue of whether a pre-dispute arbitration agreement is enforceable under the Federal Arbitration Act when it includes a contractual waiver of representative claims under PAGA.
- (d) In February 2022, he briefed a motion for class certification in *Brown v. NTI-CA, Inc.* (LASC No. 21STCV04397) where Defendant elected to file bankruptcy.
- (e) In September 2021, he fully briefed, argued, and won an Opposition to a Motion for Summary Adjudication in the matter of *Dorsey v. Circa Tile & Stone, Inc.* (LASC Case No: 19STCV08365) where Defendant attempted to release individual claims under PAGA on behalf of each employee who executed a release agreement.
- (f) In May 2021, he fully briefed and won an Opposition to a Motion to Compel Arbitration in the matter of *Morales v. Precision Aerospace Corp.* (Case No: CIV-DS2006541) where Defendant attempted to compel individual arbitration and dismiss class action claims based on Plaintiff's signed arbitration agreement within an employee handbook. There, the matter was settled on a class-wide basis for \$900,000.00.
- (g) In December 2020, he fully briefed, argued, and won an Opposition to a Motion for Summary Judgment in the matter of *Gonzalez v. Lipscomb* (LASC Case No: 19STCV10352) where he successfully established triable issues of material facts of whether a general manager of a hotel is considered a joint employer for purposes of liability for wage & hour violations

1 61. Mr. Nabiev has participated in the litigation and resolution of approximately 100
2 wage and hour class actions, including obtaining preliminary and final approval of settlements on
3 the first attempt.

4 MICHAEL E. BRAUD’S EXPERIENCE AND QUALIFICATIONS

5 62. Michael Braud received a B.A. in History with a minor in Public Policy in 2016
6 from University of California, Berkeley, and his J.D. from University of California, Davis, Law
7 School in 2022. Mr. Braud became an Active Member of the State Bar of California in November
8 2022, and he has been an Active Member in good standing continuously since November 2022.

9 63. For the past four years working for labor and employment firms, Mr. Braud has
10 focused on litigation of labor and employment matters, and he has prosecuted cases on behalf of
11 employees and defended employees against employer’s potential countersuits, with a strong focus
12 on wage and hour class action and PAGA causes of action. Mr. Braud has been heavily,
13 successfully, and continuously involved in active litigation and trial work, and has acted as second-
14 chair in a jury trial on behalf of an employee in a wrongful termination, retaliation, and
15 discrimination action.

16 64. Mr. Braud’s current billing rate is \$650.00 per hour, which is his usual hourly rate
17 for wage and hour litigations. A \$650.00 per hour rate is reasonable considering his years of
18 experience practicing in the highly specialized area of employment and labor law and his Laffey
19 Matrix rate. Based on his 4 years of experience, his Laffey Matrix rate with a 2.53% adjustment is
20 \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x \$625)). Accordingly, his current billing rate
21 of \$650.00 per hour is reasonable.

22 65. Mr. Braud is experienced in prosecuting and defending employment matters,
23 particularly wage and hour class and PAGA actions. The firms he has worked for have mostly
24 focused on wage, hour, and working conditions violations. In addition to the present case, he is
25 also class counsel for other wage and hour class action lawsuits pending in various counties
26 throughout California, including in state and federal courts. The following is a list of recent class
27 action and/or PAGA settlements for which Mr. Braud was the handling attorney at his prior
28 employer that have received preliminary and/or final approval: *Kasie Bey-Keys and Paris Lorenzo*

1 *Woods v. BG-IC, L.L.C., et al* (LASC Case Nos. 23STCH23484 (Class), 23STCH28946 (PAGA))
2 (class size approx. 110); *Edwards v. Firecode Safety Equipment, Inc., et al.* (Sacramento County,
3 Case No. 23CV001535 (PAGA-only) (PAGA size approx. 49); *Greg Enciso v. Master Lightning*
4 *Security Solutions, et al.* (San Bernardino County Case No. CIVSB2133451) (class size approx.
5 420); *Essary v. Community Corporation of Santa Monica* (LASC Case No. 22STCV38098)
6 (PAGA size approx. 125); *Ravneet Kaur and Jessica Gonzalez v. Color Health, Inc., et al.* (San
7 Mateo County Case No. 23-CV-00420) (PAGA size approx. 347); *Christina Baterina Pada*
8 *Morales v. Millbrae Care Center, LLC, et al.* (San Mateo County Case No. 23-CIV-04710) (Class
9 size approx. 327); *Shaloma Smith v. Marksman Security Corporation, et al.* (Orange County Case
10 Nos. 30-2023-01352183-CU-OE-CXC (Class), 30-2023-01352183-CU-OE-CXC (PAGA)) (class
11 size approx. 310); *Luis Villalpando et al. v. Los Angeles Truck Service, LLC, et al.* (LASC Case
12 Nos.: 22STCV11804 (Class), 22STCV26724 (PAGA)) (class size approx. 1,921); *Wayne Williams*
13 *et al. v. ForTec Medical, Inc., et al.* (Alameda County Case No. 22CV014116) (Class size approx.
14 59). In addition to aforementioned settled matters, I have been the handling attorney on many other
15 class action and/or PAGA action cases which are currently proceeding through the settlement
16 approval process, including: *Miguel Aguilar v. YHB Long Beach, LLC, et al.* (LASC Case No.
17 25STCV07719) (class size approx. 160); *Leonard Keith Jr. Alfonso v. SCP Property Management,*
18 *LLC, et al.* (SFSC Case No. CGC-25-624023) (class size approx. 54); *Kevin Liberato Campos*
19 *Vargas v. California Arborist Complete Tree Care, Inc., et al.* (LASC Case Nos. 24STCV11469
20 (Class), 24STCV20153 (PAGA) (class size approx. 125); *Major Castleberry, et al. v. Covenant*
21 *Aviation Security, LLC, et al.* (SFSC Case No. 25STCV06252) (class size approx. 1670);
22 *Esperanza Coe v. Five J's Family Enterprises L.P., et al.* (Riverside County Case Nos.
23 CVRI2402798 (Class), CVRI2404282 (PAGA)) (class size approx. 588); *Andrew Correa v.*
24 *Evoqua Water Technologies, LLC, et al.* (LASC Case No. 25STCV09650 (Class); USDC CDCA
25 Case No. CV-25-03956-KS (Class); LASC Case No. 25STCV17059 (PAGA)) / *Trevor Thomas*
26 *v. Evoqua Water Technologies, LLC, et al.* (LASC Case No. 25STCV28376 (PAGA) (class size
27 approx. 262); *Crimlisk v. Seabreeze Management Company, Inc., et al.* (SFSC Case No. CGC-24-
28 619789 (PAGA-only)) (PAGA size approx. 375); *Marcos Flores v. Edgebanding Services, Inc., et*

1 *al.* (Alameda County Case No. 24CV069821) (class size approx. 55); *Rene Gonzalez v. Allied*
2 *International Security, Inc., et al.* (LASC Case Nos. 24STCV09984 (Class), 24STCV20065
3 (PAGA)) (class size approx. 506); *Leopoldina Jackson v. Valley Presbyterian Hosp., et al.* (LASC
4 Case No. 25STCV08667) (class size approx. 1,971); *Sungduk Lee v. DMG Mori USA, Inc. and*
5 *DMG Mori Mfg. USA, Inc., et al.* (San Diego County Case No. 25CU030144C) (class size approx.
6 193); *Joel Machuca v. Ocha Classic Corp., et al.* (LASC Case No. 24STCV01955) (class size
7 approx. 147); *Ruben Munoz and Jada Scott v. Children's Hospital Los Angeles, et al.* (LASC Case
8 No. 23STCV02941 (PAGA-only) (PAGA size approx. 7,500); *Francisco Poroj Alvarez v. Samuel*
9 *Hale, LLC, et al.* (Alameda County Case No. 24CV074900 (PAGA-only)) (PAGA size approx.
10 499); *Sarah N. Sapien, et al. v. DCH Del Norte, Inc., et al.* (LASC Case Nos. 21STCV38930
11 (Class), (21STCV47072 (PAGA))); (class size approx. 2,300); *Jessie Taylor Scarborough-Ghent v.*
12 *Sticky Rice Highland Park, Inc., et al.* (LASC Case Nos. 24STCV05796 (Class), 24STCV15932
13 (PAGA)) (class size approx. 390); *Bryson L. Slaughter v. Sully's Food Stores, LLC, et al.* (Kern
14 County Case No. BCV-25-101224) (class size approx. 559); *Sorto v. Clark Pest Control of*
15 *Stockton, Inc., et al.* (Santa Clara County Case No. 24CV428713 (PAGA-only), coordinated into
16 CLARK PEST CONTROL WAGE AND HOUR CASES, JCCP Case No. 5327) (PAGA size
17 approx. 1,900); *Gerardo Tamayo v. Construction and Demolition Recycling, Inc., et al.* (LASC
18 Case No. 25STCV06252) (PAGA size approx. 230); *Jacqueline Trujillo v. The Original Fish Taco,*
19 *LLC, et al.* (San Bernardino County Case No. 25STCV06252) (PAGA size approx. 2,213); *Ernest*
20 *Abraham Turay v. K.R. Wolfe, Inc., et al.* (LASC Case No. 24STCV10673 (PAGA-only) (PAGA
21 size approx. 77); *Belem Villalpa v. Mattel Sales Corp., et al.* (San Bernardino County Case Nos.
22 CIVSB2424849 (Class), CIVSB2502575 (PAGA)) (class size approx. 225); *Juliet Welton v. Cerna*
23 *Healthcare, LLC, et al.* (Orange County Case No. 30-2024-01390734-CU-OE-CXC (Class), 30-
24 2024-01410320-CU-OE-CXC (PAGA)) (class size approx. 1,160); *Turesa Wilcox, et al., v. Harbor*
25 *UCLA Medical Center Guild, Inc., et al.* (LASC Case No. 23STCV13382 (Class); USDC CDCA
26 Case No. 2:23-cv-02802-MCS-JC (Class); LASC Case No. 23STCV24794 (PAGA)) (class size
27 approx. 1,300); *Charles Wilkins v. Orthopaedic Hospital, et al.* (LASC Case Nos. 24STCV03460
28 (Class), 24STCV10042 (PAGA)) (class size approx. 386).

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

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

- 15 (a) Numerous interviews with Plaintiff and review of documents provided by
16 him;
- 17 (b) Legal research and investigation regarding Defendant's practices at
18 numerous points in the litigation;
- 19 (c) Preparation of multiple drafts of the original class action complaint and the
20 first amended complaint, finalization and filing of the complaints;
- 21 (d) Extensive "meet and confer" correspondence and discussions with
22 Defendant's counsel to obtain relevant documents and information through
23 informal discovery;
- 24 (e) Contacting witnesses;
- 25 (f) Analysis of Defendant's time and payroll records and preparation of a
26 damages model with the aid of a statistics expert;
- 27 (g) Research and preparation of Plaintiff's mediation brief;
- 28 (h) Attendance at mediation;

- 1 (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement
2 Agreement and attachments;
3 (j) Drafting and managing pleadings issues to streamline the approval process;
4 and
5 (k) Preparation of the motion for preliminary approval.

6 68. Through the efforts of my office and Plaintiff in this case, a fair and reasonable
7 resolution has been reached that includes a settlement payment by Defendant of \$200,000.00 to
8 compensate settlement Class Members for Defendant's wage and hour practices. I am informed
9 and believe that, without the efforts of my office, the Labor Code and Wage Order violations
10 alleged in the Complaint would have gone completely unremedied.

11 69. I do not believe that I have any conflicts of interest with the Class or with the Class
12 Representative. I am not related to the Class Representative. I respectfully submit that I and Moon
13 Law Group, PC are well suited to act as Class Counsel in this action, and we have and will continue
14 to vigorously represent the interests of the Class.

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

17 Executed on August 24, 2026, at Los Angeles, California.

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Kane Moon
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