

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
Mariam Ghazaryan (SBN 341119)
E-mail: mghazaryan@moonlawgroup.com
Mitchell H. Millet (SBN 356250)
E-mail: mmillet@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff
Marleny Bautista Ambrocio

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

MARLENY BAUTISTA AMBROCIO,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

FAR WEST BREWING, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 25CV125258

**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 Ambrocio, the
Declaration of Jodey Lawrence, and [Proposed]
Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: October 15, 2026
Time: 1:30 p.m.
Dept.: 18
Judge: Hon. Patrick McKinney
Reserv. ID: 650098656763

Complaint filed: June 3, 2025
FAC Filed: August 12, 2025
Trial Date: Not Set

I, KANE MOON, declare as follows:

CASE BACKGROUND AND PROCEDURAL HISTORY

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

1 5. On May 26, 2025, Plaintiff gave written notice to the California Labor and Workforce
2 Development Agency (the “LWDA”) of the alleged Labor Code violations, with certified mail service on
3 Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s PAGA notice letter is
4 attached hereto as **Exhibit 2**.

5 6. On August 12, 2025, Plaintiff filed a First Amended Class Action and Representative Action
6 Complaint (the “Operative Complaint”) which added an additional cause of action for civil penalties
7 pursuant to Labor Code sections 2698, *et seq* (“PAGA”). Plaintiff subsequently submitted a copy to the
8 LWDA in compliance with Labor Code section 2699, subd. (l)(1). To date, the LWDA has not indicated its
9 intent to investigate the alleged violations or intervene in this Action.

10 7. Defendant ardently opposes the merits of this case, denies Plaintiff’s factual allegations, and
11 maintains that Plaintiff faces substantial risk with respect to certifying her claims (for any purpose other than
12 settlement), proving liability for any of the alleged Labor Code violations or recovering any of the penalties
13 sought in connection with her derivative claims. Defendant contends, among other things, that Plaintiff and
14 the Class Members have been paid proper wages and that its written policies provided for legally compliant
15 meal and rest periods. With respect to Plaintiff’s meal period claims, Defendant asserts a good-faith dispute
16 defense, contending that any failure to provide meal periods by the end of the fifth hour resulted from an
17 honest mistake arising from a 2018 internal memorandum issued by a non-managerial employee, that
18 ownership was unaware of the deviation, and that Defendant’s handbook contained the correct meal period
19 policy. Furthermore, to the extent that Plaintiff received wage statements that were allegedly inaccurate,
20 Defendant maintains that any alleged violations were not knowing and intentional and disputes that Plaintiff
21 suffered recoverable injury or damages as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb.
22 19, 2013) No. C 12-05860 CRB, 2013 WL 622032, at *10 [“A plaintiff must adequately plead an injury
23 arising from an employer’s failure to provide full and accurate wage statements, and the omission of the
24 required information alone is not sufficient.”].).

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

*5.) For these reasons, Defendant claimed that it did not engage in any unfair business practices and denied liability under PAGA. Defendant also disputes that Plaintiff's claims are appropriate for class certification or other representative treatment and reserves the right to contest certification of any class for any purpose other than settlement.

DISCOVERY AND INVESTIGATION

9. Following the filing of the Operative Complaint, the Parties met and conferred regarding an agreement to mediate the claims. In preparation for mediation, the Parties agreed to a protocol for an informal exchange of documents and information before mediation. Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the claims asserted in this action. Defendant produced time and pay records covering substantial portions of the Class Period, including timekeeping data from June 3, 2021 through April 30, 2025 and payroll data from June 15, 2021 through May 15, 2025, as well as documents relating to Defendant's policies, practices, and procedures regarding reimbursement of business expenses, payment of non-exempt employees for all hours worked, meal and rest periods, and other payroll, timekeeping, and operational policies. Defendant also provided information regarding the estimated number of current and formerly employed Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods.

10. In preparation for mediation, Class Counsel reviewed and analyzed all the information Defendant provided, including the time and pay records and documents regarding Defendant's wage and hour policies. Class Counsel retained a statistics expert to analyze the records and prepare a damage analysis prior to the mediation. The timekeeping records analyzed contained 38,420 actual shifts worked (representing approximately 26% of all shifts during the Class Period), which allowed Plaintiff's expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual investigation, Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Class Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff's and her Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

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SETTLEMENT NEGOTIATIONS

11. On March 4, 2026, the Parties participated in a private mediation before Brandon McKelvey, Esq., an experienced wage and hour mediator. The negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. Through extended settlement discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, the Parties reached a settlement. The material terms of the settlement are set out in the Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement"). A true and correct copy of the Settlement is attached to the instant Declaration as Exhibit 1. Additionally, the proposed Class Notice is attached to the Settlement as Exhibit A.

12. In compliance with Labor Code section 2699, subdivision (l)(2), Class Counsel submitted to the LWDA a notice of settlement, a copy of the proposed Settlement, and the instant moving papers. 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 objection to the proposed Settlement.

13. Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (See Settlement ¶ 3.0 [providing that the Administrator will disburse the Gross Settlement Amount "without asking or requiring Participating Class Members or Aggrieved Employees to submit a claim as a condition of payment"].) Each Class Member who does not opt-out will be entitled to a pro rata portion of the Net Settlement Amount that is directly proportional to the number of Workweeks worked during the Class Period. (*Id.* at ¶ 3.1.4.) Likewise, Aggrieved Employees will be entitled to a pro rata portion of 35% of the PAGA Penalties directly proportional to the number of PAGA Pay Periods worked during the PAGA Period. (*Id.* at ¶ 3.1.5.1.)

14. The Settlement provides a fee application not to exceed one-third of the Gross Settlement Amount ("GSA"), currently estimated to be \$526,666.67, for reasonable attorneys' fees, plus reimbursement for actual litigation costs not to exceed \$40,000.00, payable from the GSA. (*Id.* at ¶ 3.1.2.) In the event the amounts finally approved are less, the difference will revert to the Net Settlement Amount to be paid to

Participating Class Members. (*Id.*) To date, my firm has incurred \$35,028.53 in costs, and a true and correct copy of a report showing our to-the-date costs is attached hereto as **Exhibit 4**.

15. The Settlement includes an award of up to \$7,500.00 to be paid to Plaintiff as a Class Representative Service Payment for her services in prosecuting the Action. (*Id.* at ¶ 3.1.1.) Separately, Plaintiff provides a general release and discharge of any claims that she has ever had against the Released Parties relating to her employment with Defendant, including claims under the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, Title VII, or any other statute, rule, or regulation relating to Plaintiff's employment with Defendant, and a waiver of rights under Civil Code Section 1542. (*Id.* at ¶¶ 5.0–5.0.3.) In the event the award finally approved is less, the difference will revert to the Net Settlement Amount to be paid to Participating Class Members. (*Id.* at ¶ 3.1.1.)

16. The Parties mutually agree upon Phoenix Class Action Administration Solutions as the neutral entity to administer this Settlement and agree the Administrator will be paid the costs of administration work from the GSA up to an \$11,000.00 maximum. (*Id.* at ¶¶ 1.1, 3.1.3, 6.0.) At this time, the Administrator estimates costs will be \$11,000.00, and a true and correct copy of the Administrator's costs estimate is attached hereto as **Exhibit 5**.

17. Within fourteen (14) days of the Effective Date, Defendant shall remit to the Administrator: (i) the GSA of \$1,580,000.00, subject to increase pursuant to the Escalator Clause, and (ii) all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (*Id.* at ¶¶ 3.0, 4.0, 7.0.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

18. 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, the risk of not certifying the Class, appellate risk, and the defenses that Defendant may assert both to certification and on the merits, the Settlement is in the best interest of the Class.

19. Based on Class Counsel's review of the time, payroll, and additional data provided by Defendant, on Plaintiff's expert's analysis of the sample records provided by Defendant, and on information from Plaintiff, Class Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant

1 faced. Defendant represented at the time of mediation that there were approximately 42,000 Workweeks
 2 Class Members worked during the Class Period. (*Id.* at ¶ 7.0.) Additionally, there are an estimated: 733 Class
 3 Members, 337 former employees falling within the three-year statute of limitations (“SOL”) period for
 4 waiting time penalties, 316 employees falling within the one-year SOL period for inaccurate wage statement
 5 penalties and PAGA penalties, and 6,991 PAGA Pay Periods.

6 Accordingly, we calculated Defendant’s potential exposure as follows:

7 Claim	Relevant Time Period	Rate	Number of Violations	Exposure
8 Unpaid Wages (Due to Off the 9 Clock Work)	42,000 Workweeks	\$21.94 Average Regular Rate	24,265 total underpaid off-the-clock hours (assuming 10 minutes per shift; 16.3% overtime)	\$57,576.26***
11 Unpaid (Regular 12 Rate Issue)	42,000 Workweeks	\$23.52 Average Regular Rate	Violation Rate Based On Analysis Of Records By Expert	\$1,482.00**
13 Meal Period 14 Violations	42,000 Workweeks	\$21.94 Average Regular Rate	116,770 shifts with unique meal break violations	\$1,280,966.90*
15 Rest Period 16 Violations	42,000 Workweeks	\$21.94 Average Regular Rate	70,413 unique rest break violations (assuming 50% violation rate of shifts of at least 3.5 hours)	\$154,486.12***
17 Unreimbursed 18 Business 19 Expenses	42,000 Workweeks	Assumes \$10.00 Per Month	Assumes \$10.00 per month	\$5,741.00****
20 Labor Code 21 § 203	Based on approximately 337 terminated class members within the 3- year statute of limitations	\$21.94 Average Regular Rate	Assumes 6.4 hours per day	\$71,217.25****
23 Labor Code 24 § 226	Based on approximately 316 class members within the 1- year statute of limitations	\$100 Per Pay Period \$50 for initial violation; \$100 for each subsequent pay period with \$4,000 employee maximum	6,991 pay periods during the 1-year statute of limitations	\$34,165.00****

PAGA	Based on 6,991 pay periods during the 1-year statute of limitations	\$100.00 per pay period	6,991 pay periods during the 1-year statute of limitations	\$34,955.00****
Total				\$1,646,330.53
* 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 30% probability of prevailing at class certification and on the merits.				
*** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits.				
**** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.				

20. As a general matter, discounts were applied to account for the probability of prevailing at class certification and on the merits. A smaller discount was applied to those claims that were based in whole or in part on Defendant's time and pay data because the probability of certification and success on the merits is higher due to the objective records and the evidence in Plaintiff's favor. However, even for such claims, discounting is appropriate to account for the individualized questions that may have to be answered to determine liability as to each employee. On the other hand, a greater discount was applied to claims for penalties and claims that were driven more by Plaintiff's allegations, as such claims entail varied individuals' experiences and are more difficult to certify for class treatment and would require proof that is not readily available. For example, many putative class members may not wish to participate in submitting declarations for class certification and/or to participate as witnesses at trial, and even those who would be willing to participate would likely be unable to testify with accuracy given that the passage of time reasonably causes memories to fade. While at mediation we aggressively advocated for the theories of liability that would be dependent on employee testimony, we acknowledge that substantial risks exist to being able to certify and ultimately prove such claims. Further, Defendant intended to aggressively challenge the case at the certification stage and reserved its right to contest certification of any class for any purpose other than settlement. Although Plaintiff disagrees with Defendant and contends that her claims are appropriate for class treatment, Plaintiff recognizes the difficulty and uncertainty in obtaining testimony from putative class members.

21. Indeed, settlement of a class action at the pre-certification stage necessarily includes a large

1 risk reduction because class actions are certified at very low rates. When considering the probability of
2 certification in any case, generally, the rational decision is to assume that there is less than a 20% chance of
3 obtaining certification unless a claim in the case is unusually well suited to certification. The Judicial
4 Council’s Class Certification in California: Second Interim Report from the Study of California Class Action
5 Litigation (Feb. 2010) states, “less than a quarter of disposed cases in the study sample were certified, either
6 through a litigated motion for certification **or** as part of a classwide settlement agreement.” (Second Interim
7 Report, at 5 [emphasis added].)¹ The foregoing “or” is significant because the certification rates of less than
8 25% identified in the study include **both** contested certifications and settlement certifications, which are the
9 majority of certifications. In other words, we must assume in any wage and hour class action prior to
10 certification that a contested certification motion will have a success rate of well under 25%, and probably
11 closer to 10%. Naturally, these percentages are dependent on the facts of each case; however, certification is
12 an exceptionally difficult procedural hurdle to clear. Thus, beginning with a pre-certification settlement of
13 10% to 15% of the maximum plausible exposure as a starting point for valuation is reasonable. If roughly
14 10% of class actions are certified on a contested basis, then, on average, 90% of the time a class will not be
15 certified and the result for the class is zero dollars.

16 22. Plaintiff’s claim for unpaid wages stems from the allegation that Defendant regularly required
17 Plaintiff and the Class to work off-the-clock. For example, Plaintiff and Class Members were required to
18 continue performing work duties after clocking out, uncompensated, and sometimes had their meal breaks
19 interrupted without compensation, such as to assist customers and when waiting in line when returning from
20 meal breaks. Plaintiff’s expert determined that, assuming 10 minutes of off-the-clock work per shift, there is
21 a total of 24,265 unpaid hours due to off-the-clock work, 16.3% of which should have been paid at the
22 overtime rate. Therefore, I determined \$575,762.59 total potential liability for the unpaid wages ([20,309.805
23 regular hours x \$21.94 average hourly rate of pay] + [3,955.195 overtime hours x \$32.91 average overtime
24 rate of pay]). I discounted the maximum potential liability by 90% due to the difficulty of proving these off-
25 the-clock hours since there are no records and for the difficulty of certification based on varied off-the-clock
26

27 ¹ The report is available at <https://www.courts.ca.gov/documents/classaction-certification.pdf> (last
28 viewed September 3, 2026).

1 work. **Thus, my realistic damage estimate for the off-the-clock work claim is \$57,576.26 (including**
2 **unpaid overtime).**

3 23. A 90% discount to the off-the-clock claim is reasonable considering its testimony-driven
4 nature. While Plaintiff alleges that she and putative class members were required to continue performing
5 work duties after clocking out, there is little evidence of the amount of actual off-the-clock time worked.
6 Because there are no records reflecting work performed after employees clocked out, any such evidence
7 would come in the form of Class Member testimony. Given the lack of documentary proof, this type of claim
8 will require declarations for purposes of both certification and proof on the merits, and many Class Members
9 may not wish to participate or be able to testify with precision. Additionally, liability will depend on each
10 employee's individualized experience, including having to recall each shift where the employee was required
11 to perform work after clocking out and the amount of time spent doing so. Accordingly, there is substantial
12 risk to both certification and proof on the merits. We thus estimated there was a 10% probability of prevailing
13 on class certification and the merits for this claim.

14 24. Plaintiff's unpaid wages claim is also due to allegations that Defendant failed to incorporate all
15 remuneration into Class Members' regular rate of pay for purposes of paying overtime and sick pay. The
16 analysis of the records revealed that during the Class Period, Class Members received additional
17 compensation, such as bonuses ("BONUS") and commissions ("COMM"). Plaintiff's expert found
18 underpayment of \$4,104.00 in overtime pay and \$836.00 in sick pay. Accordingly, Class Counsel's expert
19 calculated a maximum exposure of \$4,940.00. However, Defendant denies Plaintiff's claims and disputes
20 that all of the additional compensation was required to be incorporated into the regular rate. Although
21 Defendant's written policies identify performance-related factors relevant to bonus payments, the Handbook
22 also states that bonuses are not guaranteed unless approved in writing by Executive Management. I
23 acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits.
24 Accordingly, I applied a 70% discount to the maximum exposure figure, and thus arrived **at a realistic**
25 **damage estimate of \$1,482.00 for the unpaid regular rate claim.**

26 25. While the regular rate claim is primarily document-driven, a 70% discount was applied
27 based on the facts at hand as of mediation. The bonus and commission payments listed in Defendant's payroll
28 records do not by themselves necessarily establish that all such payments were non-discretionary. Indeed,

1 the California Division of Labor Standards Enforcement (“DLSE”) defines bonus as “discretionary” if they
2 are based on no objective criteria and are not routine. (*See* DLSE Enforcement Policies and Interpretations
3 Manual, § 35.4.4 [rev. 2022].) Specifically, the DLSE’s Enforcement Policies and Interpretations Manual
4 states clearly that discretionary bonuses that are to be excluded from pay are those that are paid “in the nature
5 of gifts made at Christmas time or on other special occasions, as a reward for service, the amounts of which
6 are not measured by or dependent on hours worked, production, or efficiency.” (*See id.* at § 49.1.2.4 [citing
7 29 C.F.R. § 778.212].) Although “[s]tatements in the DLSE Manual are not binding on the courts . . .,” they
8 may be considered for their persuasive value. (*See’s Candy Shops, Inc. v. Superior Court* (2012) 210
9 Cal.App.4th 889, 902, accord *Augustus v. ABM Sec. Servs., Inc.* (2016) 2 Cal.5th 257, 262; *Brinker, supra*,
10 53 Cal.4th at p. 1029, n.11.) Here, Defendant’s Handbook provides that salary increases and bonuses are
11 normally based on performance evaluations and factors such as merit, productivity, quality of work,
12 attendance, and punctuality, which supports Plaintiff’s position that such bonuses were non-discretionary.
13 However, the Handbook also states that Defendant does not guarantee bonuses unless approved in writing
14 by Executive Management. Moreover, not every Class Member received additional compensation.
15 Additionally, only 1.9% of pay periods included both additional compensation and overtime pay and only
16 0.1% of pay periods included both additional compensation and sick pay. As a result, we estimated there
17 was a 30% probability of prevailing on class certification and the merits for this claim.

18 26. Plaintiff’s meal period claim is based on allegations that due to the nature of her work and
19 high workload demands, meal breaks were often late, short, and sometimes missed altogether. A review of
20 the sample records shows 116,770 unique meal period violations for a 94.5% overall violation rate for shifts
21 over five hours, resulting in **an estimated maximum exposure of \$2,561,933.80**. Defendant maintains its
22 compliance with its meal period obligations and points to its written meal period policies, which provide for
23 duty-free meal periods for non-exempt employees. Defendant further asserts a good-faith dispute defense,
24 contending that any failure to provide meal periods by the end of the fifth hour resulted from an honest
25 mistake arising from a 2018 internal memorandum and that its Handbook contained the correct policy.
26 Defendant also disputes this claim and argues the claim is improper for class certification given the
27 individualized experience with regard to meal breaks. Although I believe there is merit to this claim, I
28 acknowledge the foregoing presents risk with certifying this claim and proof on the merits. Accordingly, I

1 applied a 50% discount to the maximum exposure figure, and thus arrived **at a realistic damage estimate**
2 **of \$1,280,966.90 for the meal period claim.**

3 27. The meal period claim is primarily, but not entirely, document driven. For example,
4 Defendant maintains that its written policies were compliant and also contends that many meal breaks were
5 taken and, where a violation appears, it was a result of the Class Member voluntarily choosing to forego a
6 meal period, to take it after the end of the fifth hour, or to stop his or her break early to return to work. Thus,
7 while the records would be instrumental for class certification and merits purposes, individualized evidence
8 may still be necessary to determine the circumstances surrounding particular meal periods. Moreover,
9 although the records show a 100% violation rate for second meal periods, Plaintiff's expert found that only
10 4.3% of shifts were greater than 10 hours and only 2.7% were greater than 12 hours. Based on the foregoing,
11 a conservative 50% discount is reasonable to account for risks to certification and proof on the merits.

12 28. Plaintiff's rest period claim is based on allegations that due to the nature of her work, rest
13 periods were often interrupted or missed altogether. Plaintiff alleges that she did not receive rest breaks
14 throughout her employment and that supervisors routinely pressured her to continue working through
15 scheduled break times to meet job completion demands. For purposes of mediation, because rest breaks were
16 not recorded nor are they required to be required, I assumed a 50% violation rate for shifts of at least 3.5
17 hours and thus determined 70,413 unique rest period violations. Based on an average hourly rate of \$21.94,
18 this resulted in **an estimated maximum exposure of \$1,544,861.22.** Defendant maintains its compliance
19 with all rest period obligations and points to its written Handbook, which provides that non-exempt
20 employees working more than 3½ hours are entitled to a 10-minute rest period for each four-hour period
21 worked and states that employees may not voluntarily miss a meal or break period. Moreover, Defendant
22 argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-
23 compliant rest periods and resulting damages. Although I believe there is merit to this claim, I acknowledge
24 the foregoing presents significant risk with certifying this claim and proof on the merits, particularly as rest
25 periods were not recorded. Certification and proof of this claim would require declarations from Class
26 Members and obtaining such declarations potentially would reveal that each Class Member had a different
27 experience with respect to rest periods. Accordingly, I applied a 90% discount to the maximum exposure
28 figure, and thus arrived **at a realistic damage estimate of \$154,486.12 for the rest period claim.**

1 29. A 90% discount to the rest period claim is reasonable considering its testimony-driven
2 nature. While Plaintiff alleges that she and Class Members were not provided sufficient rest breaks and we
3 assumed a 50% violation rate at mediation, there is little evidence of the number of actual rest break
4 violations because rest breaks are not recorded. Given the lack of documentary proof of whether a rest period
5 was actually taken on any particular shift, this type of claim will require declarations for purposes of both
6 certification and proof on the merits, and many Class Members may not wish to participate or be able to
7 testify with precision. Additionally, liability will depend on each employee's individualized experience,
8 including having to recall each four-hour period of work where the employee was entitled to a 10-minute
9 rest break to determine whether the employee took his or her break and, if missed, why the break was missed
10 and how much time was missed. Further, Defendant's written Handbook expressly provides employees with
11 rest break rights and states that employees may not voluntarily miss a meal or break period. Accordingly,
12 there is substantial risk to both certification and proof on the merits. We thus estimated there was a 10%
13 probability of prevailing on class certification and the merits for this claim.

14 30. Plaintiff's claim for unreimbursed business expenses is based on allegations that Class
15 Members were not reimbursed for expenses incurred in direct discharge of their duties, including the
16 occasional use of their personal cellphones for work purposes and the purchase of specific types of shirts
17 required for work. Based on information from Plaintiff, for purposes of mediation, I assumed Class Members
18 spent on average \$10 per month on unreimbursed business expenses, resulting in **an estimated maximum**
19 **exposure of \$114,820.00**. However, Defendant denies Plaintiff's claims and maintains a written policy
20 providing for reimbursement of reasonable expenses incurred in connection with employment. Moreover,
21 Defendant argues this claim is improper for class treatment, in part, given the individualized nature of
22 assessing whether each Class Member actually incurred an expense, the amount of any expense, and whether
23 it was reimbursed. Although I believe there is merit to this claim, I acknowledge the foregoing presents
24 significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would
25 require declarations from Class Members and obtaining such declarations potentially would reveal that each
26 Class Member had a different experience with respect to unreimbursed expenses. Accordingly, I applied a
27 90% discount to the maximum exposure figure, and thus arrived at **a realistic damage estimate of**
28 **\$11,482.00 for the unreimbursed business expenses claim.**

1 31. A 90% discount to the business expenses claim is reasonable considering its testimony-
2 driven nature, lack of evidence establishing the amount of expenses incurred by each Class Member, and
3 Defendant's written reimbursement policy. There is little documentary evidence on the number of violations
4 and thus any such evidence would necessarily come in the form of Class Member testimony. Given the lack
5 of documentary proof, this type of claim will require declarations for purposes of both certification and proof
6 on the merits, and many Class Members may not wish to participate or be able testify. Specifically, Class
7 Members would have to recall whether they used their personal cellphones for work purposes or purchased
8 required work shirts, the costs they personally incurred, whether Defendant otherwise provided or paid for
9 such items, and whether reimbursement was requested or approved. Plaintiff herself was unable to estimate
10 with certainty the total amount she spent on work shirts. Thus, the likelihood of recovery on a classwide
11 basis for this claim is comparatively low. We estimated that at most there was a 5% probability of prevailing
12 on class certification and the merits for this claim.

13 32. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates
14 Defendant's maximum potential exposure, prior to risk-adjustment, is \$2,806,745.00, which breaks down as
15 follows: **\$1,424,345.00** for waiting time penalties for approximately 337 terminated Class Members in the
16 3-year SOL; a **\$683,300.00** penalty for inaccurate wage statements based on approximately 316 Class
17 Members in the 1-year SOL; and **\$699,100.00** for PAGA penalties based on approximately 6,991 pay periods
18 and the Court assessing a \$100.00 penalty for each pay period containing a violation. However, I believe it
19 would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of
20 awarding penalties and given Defendant's defenses, including without limitation, that any failure to pay all
21 final wages at the time of separation was not willful or intentional and that to the extent Plaintiff received
22 wage statements that were allegedly inaccurate, any violation was not knowing and intentional. Moreover, I
23 understand the individualized and testimony-intensive nature of certain underlying wage claims could bar
24 class certification or otherwise significantly reduce Defendant's overall liability for statutory and civil
25 penalties. Furthermore, considering the underlying wage claims are realistically estimated to be
26 \$1,505,993.28, awarding such a disproportional amount in penalties would also raise Due Process concerns.
27 Weighing these factors, I applied a 95% discount to each penalty (resulting in **\$71,217.25** for waiting time
28

penalties, **\$34,165.00** for inaccurate wage statement penalties, and **\$34,955.00** for PAGA penalties) and accordingly arrived at a realistic damage estimate of **\$140,337.25 for statutory and civil penalties.**

33. **As to the waiting time penalties claim,** a 95% discount is reasonable considering the need to first prove the underlying wage claims, the Due Process concerns regarding the disproportional amount in penalties as compared to realistic estimates for the underlying wage claims, and the intent requirements under Labor Code § 203. Specifically, Labor Code § 203 penalties would not be imposed unless Plaintiff could first prove that Defendant did not pay all amounts owed on the underlying wage claims (e.g., for the off-the-clock, regular rate, and meal/rest break claims), the substantial risks of which were discussed above. Only after this threshold is met would § 203 penalties apply, where we would have to prove that Defendant “willfully” failed to pay all wages due at the time of termination or voluntary separation. Where a good faith dispute exists as to whether wages are due, no waiting time penalties are owed. (Cal. Code Regs., tit. 8, § 13520(a); *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1201.) A good faith dispute exists when the employer shows “a ‘good faith dispute’ that any wages are due occurs when an employer presents a defense, based in law or fact which, if successful, would preclude any recover[y] on the part of the employee” even if the employer’s proffered defense is ultimately unsuccessful. (*Amaral*, 163 Cal.App.4th at p. 1201.) Here, considering the factual and legal defenses that Defendant raised as to the underlying wage claims, as discussed above, it is reasonable to conclude that a fact finder could find a good faith dispute precludes § 203 penalties. For example, as to the meal period claim, Defendant maintains that its Handbook contained the correct meal period policy and that any violation was a result of an employee voluntarily to miss or end their meal break short. As to the off-the-clock claim, Defendant denies that Class Members were denied wages for compensable work. As to the regular rate issue, Defendant disputes that the additional compensation was required to be incorporated into the regular rate. We therefore estimated there was a 5% probability of prevailing on class certification and the merits for this claim.

34. **As to the wage statement penalties claim,** a 95% discount is reasonable considering the need to first prove the underlying wage claims, the Due Process concerns regarding the disproportional amount in penalties as compared to realistic estimates for the underlying wage claims, and the intent requirements under Labor Code § 226. Specifically, Labor Code § 226 penalties would not be imposed unless Plaintiff could first prove that Defendant did not accurately report all hours worked and did not include all meal/rest

1 premiums allegedly owed. Only then would § 226 penalties apply, where we would have to prove that
2 Defendant “knowingly and intentionally failed to comply with section 226’s requirements.” (*Naranjo v.*
3 *Spectrum Sec. Servs., Inc.* (2024) 547 P.3d 980, 982.) The substantial risks to certification and proof on the
4 merits of the underlying wage claims were discussed above. Further, as recently affirmed by the California
5 Supreme Court in *Naranjo*, “[a]n employer that believes reasonably and in good faith, albeit mistakenly, that
6 it has complied with wage statement requirements does not fail to comply with those requirements
7 knowingly and intentionally.” (*Id.* at p. 998.) The Court further held that because “Section 226 does not
8 include missed-break premium pay among the categories of information that must be included in wage
9 statements,” it was not until 2022 that employers were put on notice that “wage statements must include
10 premium pay for missed [] breaks, even if unpaid.” (*Id.* at pp. 999–1000.) We therefore estimated there was
11 a 5% probability of prevailing on class certification and the merits for this claim.

12 **35. As to the claim for PAGA penalties**, a 95% discount is reasonable considering the need to first
13 prove the underlying wage claims, the discretionary nature of awarding PAGA civil penalties, and the Due
14 Process concerns regarding the disproportional amount in penalties as compared to realistic estimates for the
15 underlying wage claims. In particular, many of the underlying claims, as discussed above, are testimony
16 dependent. A PAGA claim is subject to a one-year statute of limitations, and thus it necessarily involves a
17 smaller number of employees than the entire putative class. (*See Amaral*, 163 Cal.App.4th at p. 1199.) Yet
18 here, there are an estimated 316 Aggrieved Employees and approximately 6,991 PAGA Pay Periods, which
19 is a sizeable number. To the extent the underlying PAGA violations depend on off-the-clock work, rest
20 periods, unreimbursed expenses, or other individualized experiences, the PAGA claims could require
21 testimony from a substantial number of current and/or former employees. As discussed, many Aggrieved
22 Employees may be unwilling or unable to testify. Additionally, under PAGA, even if the underlying
23 violations are proven, the Court could, in the interest of justice, reduce any penalty further. (Lab. Code §
24 2699(e)(2) [providing “a court may award a lesser amount than the maximum civil penalty amount specified
25 by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an
26 award that is unjust, arbitrary and oppressive, or confiscatory”].) As such, it is reasonable to conclude that
27 even after surpassing the arduous hurdle of proving the PAGA claims, the Court could reduce the penalty
28

award based on the facts and circumstances of the case and Defendant's asserted good-faith defenses. In light of the foregoing, we estimated a 5% valuation, or \$34,955.00, to be reasonable.

36. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all claims, including penalties, is \$1,646,330.53**. This means **the \$1,580,000.00 gross settlement figure represents roughly 96% of the total realistic recovery**. This is an excellent result for the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being able to recover anything. Moreover, the Settlement includes an escalator clause whereby should the actual number of Workweeks during the Class Period exceed 42,000 by more than 10% (i.e., exceed 46,200 Workweeks), then the GSA shall increase proportionally by the amount by which the number of Workweeks exceeds the 10% threshold. (Settlement, ¶ 7.0.)

37. With regards to the PAGA claims, Plaintiff and her Counsel believe the Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. (Lab. Code §§ 2698, *et seq.*) As a result of this litigation, Defendant has had to hire legal counsel, engage in informal discovery, and participate in mediation. Defendant is also now having to pay civil penalties to the LWDA under the Settlement, assuming final settlement approval is granted. (Settlement, ¶ 3.1.5.) Not including its own attorneys' fees and costs as well as the employer's share of payroll taxes, Defendant will pay \$1,580,000.00 to resolve this matter—of which \$100,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699, as 65% (\$65,000.00) to the LWDA and 35% (\$35,000.00) to Aggrieved Employees. Further, the \$100,000.00 amount allocated for the PAGA Released Claims is greater than the total realistic recovery for the alleged PAGA claims (\$34,955.00). Moreover, Class Counsel are of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

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

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

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

11 41. The Net Settlement Amount available for settlement payments is estimated to be *no less than*
12 **\$894,833.33** for an estimated Settlement Class of **733 individuals**.² (Settlement, ¶¶ 1.26, 3.1.) As a result, a
13 Participating Class Member will receive an average benefit of approximately **\$1,220.78**, prior to tax
14 withholdings on the wage portion of payments. Considering Class Members' average rate is \$21.94, the
15 average benefit is roughly **55.6 hours of work**. The Net Settlement Amount results in **an estimated**
16 **Workweek value of roughly \$21.31** for the currently estimated **42,000 Workweeks**. Additionally, it is
17 currently estimated there are **316 Aggrieved Employees** who will receive an estimated average of
18 approximately **\$110.76** from their \$35,000.00 total share of the PAGA Penalties, which results in an
19 estimated **pay period value of \$5.01** based on the currently estimated **6,991 PAGA Pay Periods**. The actual
20 amounts to Participating Class Members and Aggrieved Employees will vary based on each individual's
21 duration of work during the Class Period or PAGA Period, respectively; thus, those who worked longer will
22 receive a gross benefit greater than the average estimated amount. The high and low range of payments to
23 Class Members will be calculated by the Administrator following preliminary approval and receipt and
24 processing of the Class List and will be provided to the Court in a motion for final approval.

25
26
27 ² The Net Settlement Amount is at least \$1,580,000.00 less the following: \$100,000.00 for the PAGA
28 Penalties, \$526,666.67 for Class Counsel Attorneys' Fees, \$40,000.00 for Class Counsel Costs, \$11,000.00
for Administration Expenses Payment, and \$7,500.00 for the Class Representative Service Payment to
Plaintiff. (Settlement, ¶¶ 1.26, 3.1.)

1 42. The proposed Settlement of \$1,580,000.00 therefore represents a substantial recovery when
2 compared to the reasonably forecasted recovery for the Class. When considering the risks of litigation, the
3 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the
4 probability of appeal, it is clear the Settlement amount of \$1,580,000.00 is within the “ballpark” of
5 reasonableness, and that preliminary settlement approval is appropriate.

6 THE CLASS REPRESENTATIVE PAYMENT TO PLAINTIFF IS REASONABLE

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

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

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

1 46. In the final analysis, this class action would not have been possible without the aid of Plaintiff,
2 who put her own time and effort into this litigation and placed herself at risk for the sake of the Class. The
3 requested Class Representative Service Payment is relatively small considering the time and effort Plaintiff
4 devoted to the litigation and service payments approved in other class actions. The requested Class
5 Representative Service Payment is therefore reasonable compensation for Plaintiff's active participation in
6 this lawsuit, as well as her broader general release of claims, both known and unknown, including claims
7 against the Released Parties arising under the California Fair Employment and Housing Act that are not
8 alleged in this Action, and her waiver of Civil Code section 1542 rights.

9 MY EXPERIENCE AND QUALIFICATIONS

10 47. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law
11 School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an
12 Active Member in good standing continuously since then. I have been selected to Super Lawyers each year
13 from 2019 to 2025.

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

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

21 50. My current billing rate is \$950.00 per hour, which is my usual hourly rate for wage and hour
22 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the highly
23 specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
24 <http://www.laffeymatrix.com/sec.html>, [last visited Sept. 3, 2026].) The Laffey Matrix is a “well-established
25 objective source for rates that vary by experience” used by the District of Columbia. (*In re HPL*
26 *Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912, 921 (N.D. Cal. 2005).) A true and correct copy
27 of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
28 upwards based on “locality pay differentials” and the location of counsel’s office in California to determine

1 whether counsel's rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix
2 rate based on an approximate difference of 9% between the locality pay differential of the District of
3 Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay
4 differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal
5 courts. (*Id.* at 921-22.) Using the same method here and based on Class Counsel's location in Los Angeles,
6 California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay
7 differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of
8 approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January
9 12, 2026 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True
10 and correct copies of the Los Angeles-Long Beach Judiciary Plan and the Washington-Baltimore-Arlington
11 Judiciary Plan are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 17+ years of
12 experience, my Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,109 Laffey Matrix
13 rate + (2.53% x \$1,019)). (*See* Ex. 6.) Accordingly, my current billing rate of \$950.00 per hour is
14 reasonable.

15 51. I am experienced in prosecuting and defending employment matters, particularly class and
16 PAGA actions. My firm has focused a substantial percentage of its practice on wage, hour, and working
17 conditions violations. In addition to the present case, I am also class counsel for other wage and hour class
18 action lawsuits pending in various counties throughout California, including in state and federal courts. The
19 following is a list of some of our recent class action settlements that have received preliminary and final
20 approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel);
21 *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel);
22 *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v.*
23 *Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart*
24 *Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC
25 No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No.
26 PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No.
27 BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC*
28 (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659, at *10 (class size approx. 2,650;

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

14 ALLEN FEGHALI’S EXPERIENCE AND QUALIFICATIONS

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

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

25 54. Mr. Feghali’s current billing rate is \$900.00 per hour, which is his usual hourly rate in wage and
26 hour litigations. Based on Mr. Feghali’s 11 years of experience, his Laffey Matrix rate with a 2.53%
27 adjustment \$1,044.78 per hour (\$1,109 Laffey Matrix rate + (2.53% x \$1,019)). (See Ex. 6.) As compared
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1 to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of \$900.00 per hour
2 for this matter is reasonable.

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

- 6 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v.*
7 *Clearpath Federal Credit Union* (LASC No. 19STCV33504), which resulted in
8 a certification order on all causes of action following contested briefing in a wage
9 and hour class action.
- 10 (b) Mr. Feghali prepared the briefing in a contested class certification motion in the
11 matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which
12 was granted in part.
- 13 (c) Mr. Feghali prepared the briefing in a contested class certification motion in the
14 matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397), which is not
15 currently scheduled for hearing.
- 16 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class
17 certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.*
18 (No. 19STCV44400), which was granted, in part, and denied, in part, in October
19 2022.
- 20 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter
21 of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV 20-1448
22 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage and hour
23 class alleging that plaintiff's claims were pre-empted by the Labor Management
24 Relations Act.
- 25 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian*
26 *Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL
27 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual
28

defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.

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

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

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

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.*

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

10 MARIAM GHAZARYAN'S EXPERIENCE AND QUALIFICATIONS

11 57. Mariam Ghazaryan received a Bachelor of Arts in Political Science and a minor in International
12 Studies from the University of California, Irvine in 2017, and a Juris Doctorate from Southwestern Law
13 School in 2021. In law school, Ms. Ghazaryan served as a Judicial Extern for the Honorable Michael R.
14 Amerian of the Los Angeles County Superior Court and Articles Editor of the Southwestern Journal of
15 International Law. Ms. Ghazaryan was published in the Southwestern Journal of International Law, Volume
16 21, No.1, 2021.

17 58. Ms. Ghazaryan became an Active Member of the State Bar of California in November 2021
18 and has been an Active Member in good standing continuously since. Ms. Ghazaryan is also a member in
19 good standing with the United States District Court for the Central, Eastern, Southern, and Northern Districts
20 and was selected by Super Lawyers as a "Southern California Rising Star" in 2024.

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

25 60. Ms. Ghazaryan's current billing rate is \$725.00 per hour, which is her usual hourly rate in wage
26 and hour litigations. Based on Ms. Ghazaryan's nearly 5 years of experience, her Laffey Matrix rate with a
27 2.53% adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x \$625)). (See Ex. 6.) As compared
28

1 to the Laffey Matrix rate and when considering her experience, Ms. Ghazaryan's billing rate of \$725.00 per
2 hour is reasonable.

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

7 (a) *Duran v. Sun Valley Group* [certification was granted on multiple wage and hour
8 claims against Sun Valley Group];

9 (b) *Beard v. SMS Transportation* [certification was granted for a rest break claim
10 against SMS Transportation. Rest break claims are notably difficult to certify];

11 (c) *Evans v. Downtown Women's Center* [certification was granted for a regular rate
12 claim against Downtown Women's Center]

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

16 MITCHELL H. MILLET'S EXPERIENCE AND QUALIFICATIONS

17 63. Mitchell H. Millet received a Bachelor of Arts in Philosophy and a minor in Business Law from
18 the University of Southern California in 2018, and a Juris Doctorate from Loyola Law School, Los Angeles,
19 in 2022.

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

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

26 66. Mr. Millet's current billing rate is \$500.00 per hour, which is his usual hourly rate in wage and
27 hour litigation matters. Based on Mr. Millet's nearly 2 years of experience, his Laffey Matrix rate with a
28 2.53% adjustment is \$520.85 per hour (\$508 Laffey Matrix rate + (2.53% x \$508)). As compared to the

1 Laffey Matrix rate and when considering his experience, Mr. Millet's billing rate of \$500.00 per hour is
2 reasonable.

3 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

1 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

2 71. The Settlement provides for attorneys' fees payable to Class Counsel not to exceed one-third of
3 the Gross Settlement Amount, currently estimated to be \$526,666.67. (Settlement, ¶ 3.1.2.) The proposed
4 award of attorneys' fees can be justified under either the lodestar method or the percentage/common-fund
5 recovery method. Class Counsel, however, intend to base the proposed fees award on the percentage method,
6 as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney
7 work product privileges.

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

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

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

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

1 receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate
2 when we win if we are to remain in practice so as to be able to continue representing other individuals in
3 civil rights employment disputes.

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

- 7 (a) Numerous interviews with Plaintiff and review of documents provided by her;
 - 8 (b) Legal research and investigation regarding Defendant's business and employment practices at
9 numerous points in the litigation;
 - 10 (c) Preparation and submission of Plaintiff's PAGA notice letter;
 - 11 (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint and
12 subsequent first amended complaint;
 - 13 (e) Informal discovery activity;
 - 14 (f) Contacting witnesses;
 - 15 (g) Extensive "meet and confer" correspondence and discussions with Defense Counsel regarding
16 the mediations and to obtain relevant documents and information through informal discovery;
 - 17 (h) Research and preparation of Plaintiff's mediation brief;
 - 18 (i) Analysis of the formal discovery production and preparation of a damages model with the aid
19 of a statistics expert;
 - 20 (j) Attendance and active participation at a full day mediation;
 - 21 (k) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
 - 22 (l) Preparation of the motion for preliminary approval and the accompanying filings;
 - 23 (m) Anticipated preparation for and attendance at the preliminary approval hearing;
 - 24 (n) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice
25 mailings, Class responses, and preliminary and final calculations;
 - 26 (o) Anticipated preparation, finalization, filing, and service of a motion for final approval and
27 accompanying filings;
- 28

1 (p) Anticipated preparation for and anticipated attendance at the final approval hearing, and then
2 monitoring of the distribution of funds following final approval; and

3 (q) Anticipated responding to Class Member inquiries and communicating with Plaintiff regarding
4 the case.

5 77. As of the drafting of this motion, my office has incurred \$35,028.53 in unreimbursed expenses
6 litigating this action, and we anticipate accruing additional costs up to final approval. These expenses were
7 reasonably necessary to the litigation and were actually incurred by my office.

8 78. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution
9 has been reached that includes a gross, non-reversionary payment by Defendant of \$1,580,000.00 to
10 compensate Class Members for the alleged unlawful wage and hour practices. I am informed and believe
11 that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the
12 Operative Complaint would have gone completely unremedied.

13 I declare under penalty of perjury under the laws of the State of California and the United States that
14 the foregoing is true and correct. Executed on September 21, 2026, at Los Angeles, California.
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19 _____
Kane Moon
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