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

ADIL ELAMRANI JOUTEY, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

GHIRARDELLI ASSOCIATES, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: S-CV-0055468

CLASS AND REPRESENTATIVE ACTION

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

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

PRELIMINARY APPROVAL HEARING:

Date: October 2, 2026

Time: 8:25 a.m.

Dept.: 1

Commissioner Christine Dehr

Complaint Filed: June 4, 2025

FAC Filed: August 12, 2025

Trial Date: Not Set

I, KANE MOON, declare as follows:

CASE BACKGROUND AND PROCEDURAL HISTORY

4. Plaintiff's claim for unpaid wages stems from allegations that Defendant failed to compensate Plaintiff and other employees for off-the-clock work performed before and after their scheduled shifts and during meal breaks, and that Defendant failed to incorporate all non-discretionary bonuses into employees' regular rate of pay for purposes of calculating overtime, meal period premiums, and sick pay. Plaintiff's meal and rest period claims are based on allegations that, due to the nature of their work, Class Members were frequently required to take late meal periods

1 and were not authorized or permitted to take compliant rest periods, and that Defendant did not pay
2 all premium wages owed for non-compliant breaks. Plaintiff further brings a claim for unreimbursed
3 necessary business expenses based on allegations that Class Members were required to incur work-
4 related expenses, including for the use of personal cellphones and home office expenses, without
5 reimbursement from Defendant. Finally, Plaintiff also brings derivative claims for waiting time
6 penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

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

13 6. Pursuant to PAGA, on May 26, 2025, Plaintiff provided written notice to the California
14 Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code violations,
15 with service on Defendant. A true and correct copy of Plaintiff's PAGA Notice is attached hereto as
16 **Exhibit 2**. On August 12, 2025, Plaintiff filed a First Amended Class and Representative Action
17 Complaint ("First Amended Complaint" or "Operative Complaint") to add a ninth cause of action for
18 civil penalties under PAGA. Plaintiff's administrative exhaustion period under PAGA has since
19 expired without the LWDA indicating its intent to investigate the alleged violations or intervene in
20 this Action.

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

16 DISCOVERY AND INVESTIGATION

17 8. The Parties agreed to mediate this action with Jason Marsili, Esq., an experienced
18 wage-and-hour class and PAGA action mediator. In preparation for mediation, the Parties agreed to
19 a protocol for an informal production of documents and information before mediation. Prior to
20 mediation, Plaintiff obtained from Defendant, through informal discovery, information sufficient to
21 meaningfully evaluate the claims at issue in this Action, including time and pay data, records related
22 to Defendant's wage-and-hour policies and practices in effect during the Class Period.

23 9. In preparation for mediation, Class Counsel reviewed and analyzed the information
24 Defendant provided. Class Counsel evaluated the claims based on the records produced, on the
25 information Plaintiff provided regarding his own experience and observations of Defendant's
26 practices, and on Class Counsel's investigation of the applicable law regarding the claims and
27 defenses asserted in the litigation. This review allowed Class Counsel to evaluate the probability of
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1 class certification, the likelihood of success on the merits, and the risks and costs of continued
2 litigation. Thus, Plaintiff's and his Counsel's familiarity with the facts of the case and the legal issues
3 raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

4 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

5 10. On May 26, 2026, the Parties participated in a full day of private mediation with Jason
6 Marsili, Esq. The negotiations were at arm's length and, although conducted in a professional
7 manner, were adversarial. The Parties went into the mediation willing to explore the potential for a
8 settlement of the dispute, but each side was also prepared to litigate its position through trial and
9 appeal if a settlement had not been reached. After a full discussion regarding the strengths and
10 weaknesses of Plaintiff's claims and Defendant's defenses, and with the assistance of the mediator,
11 the Parties reached a resolution, the material terms of which are set out in the Settlement.

12 11. In compliance with Labor Code section 2699(s)(2), a copy of the Settlement Agreement
13 has been submitted to the LWDA. A true and correct copy of the LWDA's email confirming receipt
14 thereof is attached hereto as Exhibit 3. To date, the LWDA has not indicated any objection to the
15 Settlement.

16 KEY TERMS OF SETTLEMENT

17 12. Gross Settlement Amount and Funding: The Gross Settlement Amount ("GSA") is
18 \$525,000.00, subject to potential increase under an Escalator Clause, and is non-reversionary.
19 (Settlement, ¶ 3.1.) Separate and apart from the GSA, Defendant will pay its employer-share of
20 payroll taxes owed on the Wage Portion of the Individual Class Payments. (*Id.*) Defendant shall fund
21 the GSA in installments: a first payment of \$75,000.00 within five (5) business days after entry of
22 the Preliminary Approval Order; a second payment of \$150,000.00 within fifteen (15) calendar days
23 after entry of the Final Approval Order; a third payment of \$150,000.00 within sixty (60) calendar
24 days after the second payment; and a fourth payment of \$150,000.00 within sixty (60) calendar days
25 after the third payment. (*Id.* at ¶ 4.3.) All payments are transmitted into a Qualified Settlement Fund
26 established and maintained by the Administrator. (*Id.*)

1 13. Escalator Clause: The GSA was negotiated based on Defendant's estimate that there
2 are approximately 25,089 Workweeks during the Class Period. (*Id.* at ¶ 7.) If the actual number of
3 Workweeks exceeds 27,598 (i.e., more than ten percent greater than 25,089), then at Defendant's
4 sole option, either the GSA shall be increased proportionally by the same number of percentage
5 points above ten percent by which the actual number of Workweeks exceeds 27,598, or the Class
6 Period and PAGA Period will end early as of the date on which the actual number of Workweeks
7 totals 27,598. (*Id.*) Defendant agrees to inform Class Counsel of its election prior to the Preliminary
8 Approval Hearing. (*Id.*)

9 14. Class Representative Enhancement Award: The Settlement includes a Class
10 Representative Enhancement Award of \$10,000.00, payable from the GSA and subject to the Court's
11 approval, to Plaintiff as the Class Representative, in addition to any Individual Class Payment and
12 Individual PAGA Payment that Plaintiff is entitled to receive. (*Id.* at ¶ 3.2.1.) This award is in
13 exchange for Plaintiff's general release and in recognition of having initiated the Action, provided
14 services in support thereof, and incurred the risks inherent in the role of named Plaintiff. (*Id.* at ¶¶
15 1.14, 3.2.1.) In the event the amount finally approved is less than the amount requested, the
16 Administrator shall allocate the difference to the Net Settlement Amount for distribution to
17 Participating Class Members. (*Id.* at ¶ 3.2.1.)

18 15. Class Counsel Fees Payment and Class Counsel Litigation Costs Payment: The
19 Settlement permits a fee application of not more than thirty-five percent (35%) of the GSA (currently
20 estimated to be \$183,750.00) for reasonable attorneys' fees, plus reimbursement for actual litigation
21 costs incurred and approved by the Court, not to exceed \$30,000.00, payable to Class Counsel from
22 the GSA. (*Id.* at ¶ 3.2.2.) In the event the amounts finally approved are less, the Administrator shall
23 allocate the difference to the Net Settlement Amount for distribution to Participating Class Members.
24 (*Id.*) To date, my firm has incurred \$11,101.96 in actual litigation costs, and a true and correct copy
25 of a report showing current costs is attached hereto as **Exhibit 4**.

26 16. Administration Expenses Payment: The Settlement provides an Administration
27 Expenses Payment to the Administrator, payable from the GSA, in an amount not to exceed
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1 \$8,250.00, except upon a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) In
2 the event actual expenses are less and/or the Court approves a lesser amount, the difference will be
3 allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action
4 Administration Solutions ("Phoenix") as the neutral entity to administer the Settlement following a
5 competitive bidding process. (*Id.* at ¶ 1.2.) A true and correct copy of Phoenix's bid of \$8,250.00 is
6 attached hereto as **Exhibit 5**.

7 17. **Aggrieved Employees; PAGA Penalties; Individual PAGA Payments:** "Aggrieved
8 Employees" is defined as all current and former hourly-paid or non-exempt employees of Defendant
9 who worked for Defendant in California at any time during the PAGA Period. (*Id.* at ¶ 1.4.) The
10 "PAGA Period" is May 26, 2024, through May 31, 2026. (*Id.* at ¶ 1.33.) The Settlement allocates
11 \$50,000.00 from the GSA for PAGA Penalties, which will be distributed sixty-five percent
12 (\$32,500.00) to the LWDA and thirty-five percent (\$17,500.00) to Aggrieved Employees pursuant
13 to PAGA. (*Id.* at ¶ 3.2.5.) The Administrator will calculate each Individual PAGA Payment by
14 dividing the Aggrieved Employees' thirty-five percent share of the PAGA Penalties by the total
15 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
16 multiplying the result by each Aggrieved Employee's number of PAGA Pay Periods. (*Id.* at ¶ 3.2.5.1.)
17 Individual PAGA Payments are treated as one hundred percent penalties for tax purposes and are
18 reported on IRS Form 1099. (*Id.*) There are an estimated 197 Aggrieved Employees. As such, the
19 estimated average Individual PAGA Payment is \$88.83 (\$17,500 / 197 Aggrieved Employees).

20 18. **Net Settlement Amount:** The Administrator will deduct the following payments from
21 the GSA, in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA
22 Payment, the Class Representative Enhancement Award, the Class Counsel Fees Payment, the Class
23 Counsel Litigation Costs Payment, and the Administration Expenses Payment. (*Id.* at ¶¶ 1.27, 3.2.)
24 The remainder, the Net Settlement Amount, is paid to Participating Class Members as Individual
25 Class Payments. (*Id.* at ¶ 1.27.) Accordingly, based on the maximum requested deductions, the Net
26 Settlement Amount will be no less than approximately \$243,000.00¹ for an estimated Class of 275

27 ¹ The Net Settlement Amount was calculated by deducting the following from the \$525,000.00 GSA:
28 \$10,000.00 for the Class Representative Enhancement Payment, up to \$8,250.00 for the Administration

1 individuals. To the extent the Court approves lesser amounts for the discretionary payments, the Net
2 Settlement Amount available to Participating Class Members will be greater.

3 19. Class Members and Class Period: The “Class” is defined as all current and former non-
4 exempt employees who worked for Defendant in California at any time during the Class Period. (*Id.*
5 at ¶ 1.5.) The "Class Period" is June 4, 2021, through May 31, 2026. (*Id.* at ¶ 1.12.) The Class does
6 not include any person who previously settled or released all of the claims covered by the Settlement,
7 including those covered by the prior settlement in *Raymond Tunkel v. Ghirardelli Associates, Inc.*;
8 specifically, the Class excludes all workweeks for hourly field staff employed by Defendant in
9 California from June 4, 2021, to April 30, 2023, who were represented in the Tunkel action. (*Id.*)

10 20. Individual Class Payments: Each Individual Class Payment is a Participating Class
11 Member's pro rata share of the Net Settlement Amount, calculated by dividing the Net Settlement
12 Amount by the total number of Workweeks worked by all Participating Class Members during the
13 Class Period, and multiplying the result by the number of Workweeks worked by each individual
14 Participating Class Member. (*Id.* at ¶¶ 1.22, 3.2.4.) No Class Member is required to submit a claim
15 form as a condition of receiving an Individual Class Payment. (*Id.* at ¶ 3.1.) Based on an estimated
16 \$243,000.00 Net Settlement Amount, the average Individual Class Payment is estimated to be
17 \$883.64 (\$243,000 / 275).

18 21. Tax Allocations: Twenty percent (20%) of each Participating Class Member's
19 Individual Class Payment is allocated to settlement of wage claims (the "Wage Portion"), which is
20 subject to tax withholding and reported on an IRS Form W-2. (*Id.* at ¶ 3.2.4.1.) The remaining eighty
21 percent (80%) is allocated to settlement of claims for penalties and interest (the "Non-Wage
22 Portion"), which is not subject to withholding and is reported on an IRS Form 1099. (*Id.*)
23 Participating Class Members assume full responsibility and liability for any taxes owed on their
24 Individual Class Payment. (*Id.*)

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26
27 Expenses Payment, \$50,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees,
28 \$183,750.00 for the Class Counsel Fees Payment, and up to \$30,000.00 for the Class Counsel Expenses
Payment. (Settlement, ¶¶ 3.2.1–3.2.5.)

1 22. Disbursement and Uncashed Funds: Following Defendant's full funding of the GSA,
2 the Administrator will mail checks for the Individual Class Payments and Individual PAGA
3 Payments via first-class USPS mail. (*Id.* at ¶ 4.4.1.) The face of each check shall prominently state
4 the date, not less than 180 days after the date of mailing, on which the check will be voided. (*Id.*) For
5 any Class Member whose Individual Class Payment and/or Individual PAGA Payment check is
6 uncashed after the void date, the Administrator shall cancel the check and transmit the represented
7 funds to the California State Controller's Office to be held pursuant to the Unclaimed Property Law,
8 in the name of the individual, in accordance with California Code of Civil Procedure section 384(b).
9 (*Id.* at ¶ 4.4.3.) Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Costs
10 Payment, and the Class Representative Enhancement Award shall not precede disbursement of the
11 Individual Class Payments and Individual PAGA Payments. (*Id.* at ¶ 4.4.5.)

12 23. Released Class Claims: All Participating Class Members, on behalf of themselves and
13 their respective former and present spouses, representatives, agents, attorneys, heirs, administrators,
14 successors, and assigns, release the Released Parties from all claims that were alleged in the
15 Operative Complaint, or that reasonably could have been alleged based solely on the facts asserted
16 therein, including claims for failure to pay minimum wages, failure to pay overtime compensation,
17 failure to provide meal periods, failure to authorize and permit rest breaks, failure to timely pay final
18 wages at termination, failure to provide accurate itemized wage statements, failure to indemnify
19 necessary business expenses, unfair business practices, statutory penalties, interest, and attorneys'
20 fees and costs, during the Class Period ("Released Class Claims"). (*Id.* at ¶ 5.2.) The Released Class
21 Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social
22 security benefits, or workers' compensation benefits, any claims that are not releasable as a matter of
23 law or public policy, and any claims arising outside the Class Period. (*Id.*)

24 24. Released PAGA Claims: Plaintiff and the LWDA are deemed to release the Released
25 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged,
26 in Plaintiff's PAGA Notice to the LWDA and in the Operative Complaint, including under Labor
27 Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194,
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1 1194.2, 1197, 1197.1, 1198, 2699, and 2802. (*Id.* at ¶ 5.3.) The Released PAGA Claims include only
2 claims for penalties under PAGA that arose during the PAGA Period. (*Id.*)

3 25. Plaintiff's General Release: In addition to the Released Class Claims, Plaintiff has
4 agreed to a general release of any and all claims that Plaintiff has or may have against the Released
5 Parties related to or arising from Plaintiff's employment with Defendant, excluding certain claims
6 that are not releasable as a matter of law or public policy and claims arising after the date Plaintiff
7 signs the Settlement. (*Id.* at ¶ 5.1.) For purposes of Plaintiff's General Release, Plaintiff expressly
8 waives and relinquishes the provisions, rights, and benefits of California Civil Code section 1542.
9 (*Id.* at ¶ 5.1.1.)

10 26. Released Parties and Effective Date of Releases: "Released Parties" means Defendant
11 Ghirardelli Associates, Inc., and each of its former, present, and/or future directors, officers,
12 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents,
13 subsidiaries, affiliates, agents, and any other entities or persons acting by, through, under, or in
14 concert with any of them. (*Id.* at ¶ 1.42.) The released claims become effective upon entry of the
15 Court's Final Approval Order and Defendant's full funding of the GSA and its employer-share of
16 payroll taxes. (*Id.* at ¶ 5.4.)

17 27. Class Notice: Using its best efforts to perform as soon as possible, and in no event later
18 than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all
19 Class Members identified in the Class Data, via first-class USPS mail and with an accurate Spanish
20 translation, the Class Notice substantially in the form attached to the Settlement as **Exhibit A**. (*Id.*
21 at ¶ 6.4.2.) The Class Notice will prominently estimate the dollar amounts of any Individual Class
22 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of
23 Workweeks and PAGA Pay Periods used to calculate those amounts. (*Id.*)

24 28. No Related Actions: The Parties, Class Counsel, and Defense Counsel represent that
25 they are not aware of any other pending matter or action asserting claims that will be extinguished
26 or affected by the Settlement, other than the separate individual action *Joutey v. Ghirardelli*
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1 *Associates, Inc.*, Case No. S-CV-0056316, which is being resolved separately and independently
2 from the Settlement. (*Id.* at ¶ 2.8.)

3 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

4 29. Class Counsel have conducted a thorough investigation into the facts of this case. As
5 noted above, the Settlement was reached through arm's-length negotiations and private mediation
6 with an experienced wage-and-hour class and PAGA action mediator. Based on Defendant's informal
7 production of documents and data, on Class Counsel's independent investigation and evaluation, and
8 on Class Counsel's experience in wage-and-hour litigation, Class Counsel are of the opinion that the
9 proposed Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and
10 circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses Defendant may
11 assert both to certification and on the merits, the Settlement is in the best interest of the Class and
12 the LWDA.

13 30. Based on Class Counsel's review of the time, payroll, and additional data provided by
14 Defendant, and on information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum
15 and risk-adjusted exposure that Defendant faced. Based on Defendant's records, it is estimated that
16 there are approximately: 275 Class Members who collectively worked 25,089 Workweeks during
17 the Class Period; 197 Aggrieved Employees who collectively worked 6,405 PAGA Pay Periods
18 during the PAGA Period; and 99 former employees for purposes of waiting time penalties.

19 Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
20 Unpaid Wages 21 (Off the Clock)	25,089 22 Workweeks	\$67.56 average hourly rate	20,908 net unpaid hours (assuming 10 minutes per shift) (75.3% overtime)	\$148,317.17**
23 Unpaid Wages 24 (Regular Rate)	25,089 25 Workweeks	\$67.56 average regular rate	Negligible, if any	Negligible, if any, value
26 Meal Period 27 Violations	25,089 28 Workweeks	\$67.56 average hourly rate	18,817 unique meal break violations (assuming 15% violation rate)	\$317,819.13*

Rest Period Violations	25,089 Workweeks	\$67.56 average hourly rate	31,361 rest break violations (assuming 25% break violations for shifts of at least 3.5 hours)	\$211,874.92**
Unreimbursed Business Expenses Violations	25,089 Workweeks	\$15 per month	Assumes \$15 per month	\$9,408.38**
Labor Code § 203	Based on approx. 99 terminated employees within the 3-year SOL	\$67.56 average hourly rate / 30-day max.	Assumes 8 hours / day	\$80,261.28***
Labor Code § 226	Based on approx. 197 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 6,405 pay periods within the 1-year SOL	\$31,532.50***
PAGA	Based on 6,405 pay periods within the 1-year SOL	\$100 per pay period	Based on 6,405 pay periods within the 1-year SOL	\$32,025.00***
Total				\$831,238.37
* These figures are discounted based on a 25% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.²				

31. Plaintiff's unpaid wages claim is based, in part, on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock work. Plaintiff contends that he and other Class Members performed approximately two hours of work per week before and after their scheduled shifts and during meal breaks without compensation, including corresponding with supervisors and colleagues after hours regarding ongoing projects. Based on information from

² It is reasonable to apply discounts to account for risks at certification and trial, in part, because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement or as part of a contested certification motion. (See Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) Further, the likelihood that Defendant could assert viable legal defenses would likely further reduce its overall exposure.

1 Plaintiff, Class Counsel assumed that Class Members worked approximately 10 minutes off-the-
2 clock per shift, 25% of which should have been paid at the overtime rate. As a result, Class Members
3 were estimated to have worked a total of 20,908 hours off-the-clock, resulting in an estimated
4 maximum exposure of \$1,483,171.70. However, Defendant contends that all time worked was
5 compensated, that employees were not required or permitted to work off-the-clock, and that this
6 claim is highly individualized and not susceptible to class-wide treatment. I also acknowledge that
7 off-the-clock claims are difficult to prove on a class-wide basis because there is often no timekeeping
8 record that can be used as evidence. In light of these defenses and the risks of certification and proof,
9 Class Counsel discounted this claim by 90% for purposes of settlement. As a result, Defendant's
10 realistic exposure is estimated to be \$148,317.17.

11 32. Plaintiff's unpaid wages claim is also based on allegations that Defendant failed to
12 incorporate all non-discretionary bonuses into employees' regular rate of pay for purposes of
13 calculating overtime, meal period premiums, and sick pay. Plaintiff contends that he and other Class
14 Members received year-end bonuses that he believes were distributed pursuant to a profit-sharing
15 arrangement, and that these payments were not reflected in the wage data as having been incorporated
16 into the regular rate. Defendant contends that any such bonuses were discretionary and therefore
17 were not required to be incorporated into the regular rate. The time and pay records also did not
18 provide sufficient evidence to establish a Labor Code violation on a class-wide basis. In light of the
19 absence of documentation regarding the criteria for the bonus payments and the risks with certifying
20 this claim and proof on the merits, Class Counsel determined that this claim has negligible, if any,
21 value.

22 33. Plaintiff's meal period claim is based on allegations that, due to the nature of their work,
23 Class Members were frequently required to take late meal periods, sometimes up to five times per
24 week, because they were too busy assisting clients or completing other work-related tasks, and that
25 Defendant sometimes required employees to clock out for a meal period before the fifth hour of work
26 even when they were not actually able to take one at that time. Based on information from Plaintiff
27 and for purposes of mediation, Class Counsel assumed that a meal period violation occurred in 15%
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1 of all shifts. As a result, there are an estimated 18,817 meal break violations and Defendant's
2 maximum exposure is estimated to be \$1,271,276.52. However, Defendant contends that it provided
3 compliant meal periods, and that any apparent violation resulted from an employee voluntarily
4 foregoing or shortening a meal period. Certification and proof of this claim would also require
5 declarations from Class Members, and obtaining such declarations could reveal that each Class
6 Member had a different experience with respect to meal periods. In light of these defenses, Class
7 Counsel discounted this claim by 75% for purposes of settlement. As a result, Defendant's realistic
8 exposure is estimated to be \$317,819.13.

9 34. Plaintiff's rest period claim is based on allegations that Defendant did not authorize or
10 permit legally compliant rest periods, and Plaintiff contends that he never received a rest break during
11 his employment and did not receive premium payments for missed rest periods. Because Defendant
12 did not timely produce timekeeping or wage statement records reflecting rest breaks or premium
13 payments, and because rest periods are not required to be recorded, Class Counsel assumed, for
14 purposes of mediation, a 25% violation rate for missed rest periods. As a result, there are an estimated
15 31,361 rest period violations, and Defendant's maximum exposure is estimated to be \$2,118,749.16.
16 However, Defendant contends that Class Members were authorized and permitted to take all rest
17 periods to which they were entitled, and that this claim is highly individualized in nature.
18 Certification and proof of this claim would also require declarations from Class Members, and
19 obtaining such declarations could reveal that each Class Member had a different experience with
20 respect to rest periods. In light of these defenses and the risks of certification and proof, Class
21 Counsel discounted this claim by 90% for purposes of settlement. As a result, Defendant's realistic
22 exposure is estimated to be \$211,874.92.

23 35. Plaintiff's claim for unreimbursed business expenses is based on allegations that Class
24 Members were required to incur expenses in direct consequence of the discharge of their duties,
25 including the use of personal cellphones for work purposes and home office expenses, without
26 reimbursement. Based on information from Plaintiff and for purposes of mediation, Class Counsel
27 estimated that Defendant failed to reimburse each Class Member approximately \$15 per month. As
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1 a result, Defendant's maximum exposure for the reimbursement claim is estimated to be \$94,083.75.
2 However, Defendant contends that it did not require Class Members to incur any such business
3 expenses. This claim also presents difficulties with certification because of the individualized nature
4 of employees' business expenses, and obtaining declarations could reveal that each Class Member
5 had a different experience with respect to unreimbursed expenses. In light of these defenses, Class
6 Counsel discounted this claim by 90% for purposes of settlement. As a result, Defendant's realistic
7 exposure is estimated to be \$9,408.38.

8 36. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
9 estimates Defendant's maximum potential recovery, prior to risk-adjustment, is \$2,876,375.60,
10 which breaks down as follows: \$1,605,225.60 for waiting time penalties for approximately 99
11 terminated Class Members in the 3-year SOL; a \$630,650.00 penalty for inaccurate wage statements
12 based on approximately 197 Class Members in the 1-year SOL; and \$640,500.00 for PAGA penalties
13 based on 6,405 Pay Periods and the Court assessing a \$100 penalty for each pay period containing a
14 violation. However, I believe it would be unrealistic to expect the Court to award the full exposure
15 amount given the discretionary nature of awarding penalties and given Defendant's defenses,
16 including without limitation, that any failure to pay all final wages at the time of separation was not
17 willful or intentional and that to the extent Plaintiff received wage statements that were allegedly
18 inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand the
19 individualized and testimony-intensive nature of the wage claims could bar class certification or
20 otherwise significantly reduce Defendant's overall liability for statutory and civil penalties.
21 Furthermore, considering the underlying wage claims are realistically estimated to be \$687,419.59,
22 awarding such a disproportional amount in penalties would also raise Due Process concerns.
23 Weighing these factors, I applied a 95% discount to each penalty (resulting in \$80,261.28 for waiting
24 time penalties, \$31,532.50 for inaccurate wage statement penalties, and \$32,025.00 for PAGA
25 penalties) and accordingly arrived at a realistic recovery estimate of \$143,818.78 for statutory and
26 civil penalties.

1 37. Using these estimated figures, Plaintiff predicted the realistic (risk-adjusted) recovery
2 for all claims, including penalties, is \$831,238.37. **This means the \$525,000.00 gross settlement**
3 **figure represents approximately 63% of the total realistic recovery.** This is an excellent result
4 for the Class, particularly because, under the Settlement, Class Members will receive timely and
5 guaranteed relief, avoiding the risk of not being able to recover anything.

6 38. With regard to the PAGA claims, the Settlement is a fair and reasonable resolution that
7 satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and
8 providing Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this
9 litigation, Defendant has had to retain legal counsel, engage in informal discovery, and participate in
10 mediation, and Defendant will pay civil penalties to the LWDA under the Settlement, assuming final
11 settlement approval is granted. Of the \$525,000.00 GSA, \$50,000.00 is allocated toward the PAGA
12 claims and will be distributed, in compliance with Labor Code section 2699, as sixty-five percent
13 (\$32,500.00) to the LWDA and thirty-five percent (\$17,500.00) to Aggrieved Employees, and the
14 release obtained under the Settlement does not preclude Aggrieved Employees from pursuing any
15 individual claims they may have against Defendant or the other Released Parties. Class Counsel are
16 also of the opinion that, because the issues here are fairly contested, there is a possibility of the Court
17 not awarding the full PAGA penalties even if Plaintiff prevailed on the merits, given the largely
18 discretionary nature of awarding PAGA penalties. In other words, were this matter to go to trial, any
19 award granted would be at the discretion of the Court and subject to a substantial reduction. Further,
20 Class Counsel took into account the risk of not being able to proceed on a representative basis due
21 to the potential manageability issues and that even if Plaintiff prevailed at trial, penalties would likely
22 be limited due to the largely discretionary nature of awarding PAGA penalties and in light of other
23 defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff would be successful
24 at trial, assuming he is first able to certify the claims and defeat the manageability issues presented
25 at litigation, Plaintiff could be awarded substantially less than what was obtained through the
26 Settlement.

27 39. Here, the Settlement represents a substantial recovery when considered against the risks
28

1 and uncertainties involved in continued litigation, the burdens of proof necessary to certify the claims
2 and establish liability, and the probability of appeal. While Plaintiff is confident in the merits of his
3 claims, a legitimate controversy exists as to each cause of action, and Plaintiff recognizes that
4 proving the amount owed to each Class Member would be an expensive, time-consuming, and
5 uncertain proposition. The Settlement obviates the significant risk that this Court may deny
6 certification of all or some of Plaintiff's claims. Class Counsel took into account the risk of not
7 prevailing at trial due to low or no participation by Class Members. Indeed, the individualized and
8 testimony-intensive nature of the claims could bar manageability of the representative claims or
9 otherwise significantly reduce any recovery whatsoever. For example, the rest period, off-the-clock,
10 and unreimbursed business expense claims are testimony-driven claims, and even assuming
11 employees would be willing to participate, obtaining declarations could reveal that each individual
12 employee had a different experience.

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

22 41. The proposed \$525,000.00 Settlement represents a substantial recovery when
23 compared to the reasonably forecasted recovery for the Class. When considering the risks of
24 litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to
25 establish liability, and the probability of appeal, it is clear the Settlement amount is within the
26 "ballpark" of reasonableness, and that preliminary settlement approval is appropriate. (*Kullar v. Foot*
27 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of*
28

1 *L.A. (2010) 186 Cal.App.4th 399, 408–09* [holding that *Kullar* does not require “an explicit statement
2 of the maximum amount the plaintiff class could recover if it prevailed on all its claims,” but instead,
3 only an “understanding of the amount that is in controversy and the realistic range of outcomes of
4 the litigation”].).

5 THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

6 42. Throughout this litigation, Plaintiff, who is a former employee of Defendant,
7 cooperated with my office and took many actions to protect the interests of the Class. Plaintiff
8 provided valuable information regarding his hours worked and the duties he performed, and
9 regarding the meal and rest periods taken and missed by him and other Class Members. Before we
10 filed this case, Plaintiff worked with my office to determine the viability of his claims, and he
11 provided information and documents relating to his employment by Defendant. Plaintiff also made
12 himself available to answer questions in preparation for and during the mediation that led to the
13 proposed Settlement. The information and documentation Plaintiff provided were instrumental in
14 establishing the wage-and-hour violations alleged in this action, and the recovery provided for in the
15 Settlement would have been impossible to obtain without his participation. Plaintiff estimates that
16 he has spent approximately 25 hours working on this case and expects to devote additional time
17 through the settlement approval process.

18 43. At the same time, Plaintiff faced significant risks in adding himself as the named
19 Plaintiff in this matter. Plaintiff faced actual risks with his future employment, as putting himself on
20 the public record in an employment lawsuit could affect his likelihood of future employment. For
21 example, a search of Plaintiff's name will reveal this action, and as a result, some employers may
22 forego hiring Plaintiff upon learning that he sued a former employer. Plaintiff has also agreed to a
23 general release of all claims against Defendant, both known and unknown, including a waiver of his
24 rights under California Civil Code section 1542.

25 44. In turn, Class Members can now participate in a settlement, reimbursing them for wage
26 violations they may have never known about or been willing to pursue on their own. If each Class
27 Member had tried to pursue legal remedies individually, that would have required each to expend
28

1 significant monetary resources and time, not to mention limited judicial resources, which were
2 obviated by Plaintiff putting himself on the line on behalf of the Class.

3 45. This class action would not have been possible without the aid of Plaintiff, who put his
4 own time and effort into this litigation and placed himself at risk for the sake of the Class. The
5 requested Class Representative Enhancement Award of \$10,000.00 is a relatively modest amount
6 considering the time and effort Plaintiff put into the litigation and compared to enhancement awards
7 granted in other class actions. The requested award is therefore reasonable to compensate Plaintiff
8 for his active participation in this lawsuit and for his general release of claims, both known and
9 unknown, and waiver of section 1542 rights.

10 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

23 49. My current billing rate is \$950.00 per hour, which is my usual hourly rate for wage and
24 hour litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing
25 in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey
26 Matrix, <http://www.laffeymatrix.com/see.html>, [last visited June 5, 2026].) The Laffey Matrix is a
27 “well-established objective source for rates that vary by experience” used by the District of
28

1 Columbia. (*In re HPL Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912, 921 (N.D. Cal.
2 2005).) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 6**. California
3 Courts have adjusted the Laffey Matrix rate upwards based on “locality pay differentials” and the
4 location of counsel’s office in California to determine whether counsel’s rates are reasonable. (*See*,
5 *e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate
6 difference of 9% between the locality pay differential of the District of Columbia and San Francisco,
7 California, where counsel’s office was located].) To determine the locality pay differential, the Court
8 in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.*
9 at 921-22.) Using the same method here and based on Class Counsel’s location in Los Angeles,
10 California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the
11 locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a
12 difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach,
13 CA, Effective January 12, 2026 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington,
14 Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach Judiciary Plan
15 and the Washington-Baltimore-Arlington Judiciary Plan are attached hereto as **Exhibit 7** and
16 **Exhibit 8**, respectively. Based on my 17+ years of experience, my Laffey Matrix rate with a 2.53%
17 adjustment is \$971.98 per hour (\$948 Laffey Matrix rate + (2.53% x \$948)). Accordingly, my current
18 billing rate of \$950.00 per hour is reasonable.

19 50. I am experienced in prosecuting and defending employment matters, particularly class
20 and PAGA actions. My firm has focused a substantial percentage of its practice on wage, hour, and
21 working conditions violations. In addition to the present case, I am also class counsel for other wage
22 and hour class action lawsuits pending in various counties throughout California, including in state
23 and federal courts. The following is a list of some of our recent class action settlements that have
24 received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764)
25 (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No.
26 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No.
27 BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC
28

No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my \$650 hourly rate in that case, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

51. 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.

52. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice has

1 focused on advocating for the rights of employees at the trial-court and appellate level. Prior to
2 approximately June 2018, with the exception of a handful of cases, his practice focused on individual
3 FEHA and wrongful termination claims, as well as individual wage and hour claims. In June 2018,
4 Mr. Feghali became heavily involved in the firm's class and PAGA representative action practice.

5 53. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual hourly rate in
6 wage and hour litigations. Based on Mr. Feghali's 12 years of experience, his Laffey Matrix rate
7 with a 2.5% adjustment is \$1,044.48 per hour (\$1,019 Laffey Matrix rate + (2.5% x \$1,019)). (See
8 Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's
9 billing rate of \$900.00 per hour is reasonable.

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

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

- f. Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.
- g. Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. 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.

55. 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)

1 (\$5,000,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000);
2 *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000); *Aquino v.*
3 *Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No.
4 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-
5 OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000);
6 *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate*
7 *Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No.
8 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000);
9 *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The Roman*
10 *Catholic Bishop of Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.*
11 (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591)
12 (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members); *Cha v. Center Point,*
13 *Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No. BC644129)
14 (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for 79
15 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

16 MARIAM GHAZARYAN'S EXPERIENCE AND QUALIFICATIONS

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

23 57. Ms. Ghazaryan became an Active Member of the State Bar of California in November
24 2021 and has been an Active Member in good standing continuously since. Ms. Ghazaryan is also a
25 member in good standing with the United States District Court for the Central, Eastern, Southern,
26 and Northern Districts and was selected by Super Lawyers as a “Southern California Rising Star” in
27 2024.

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

5 59. Ms. Ghazaryan's current billing rate is \$725.00 per hour, which is her usual hourly rate
6 in wage and hour litigations. Based on Ms. Ghazaryan's nearly 5 years of experience, her Laffey
7 Matrix rate with a 2.53% adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x \$625)).
8 As compared to the Laffey Matrix rate and when considering her experience, Ms. Ghazaryan's billing
9 rate of \$725.00 per hour is reasonable.

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

- 14 a. *Duran v. Sun Valley Group* [certification was granted on multiple wage and hour
15 claims against Sun Valley Group];
16 b. *Beard v. SMS Transportation* [certification was granted for a rest break claim against
17 SMS Transportation. Rest break claims are notably difficult to certify];
18 c. *Evans v. Downtown Women's Center* [certification was granted for a regular rate claim
19 against Downtown Women's Center].

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

24 MITCHELL H. MILLET'S EXPERIENCE AND QUALIFICATIONS

25 62. Mitchell H. Millet is an Associate Attorney at Moon Law Group, PC. Mr. Millet assists
26 the firm's class action team by litigating class and PAGA actions on behalf of employees who have
27 suffered labor code violations involving their pay, meal and rest breaks, improper wage statements,
28

1 and unfair business practices.

2 63. Mr. Millet received his Juris Doctor from Loyola Law School and his undergraduate
3 degree in Philosophy from the University of Southern California in Los Angeles, CA. Prior to joining
4 Moon Law Group, PC, Mr. Millet gained litigation experience working as a post-bar law clerk at a
5 personal injury firm in Los Angeles.

6 64. Mr. Millet's current billing rate is \$550.00 per hour, which is his usual hourly rate in
7 wage and hour litigations. Based on Mr. Millet's nearly 2 years of experience, his Laffey Matrix rate
8 with a 2.53% adjustment is \$520.85 per hour (\$508 Laffey Matrix rate + (2.53% x \$508)). As
9 compared to the Laffey Matrix rate, Mr. Millet's billing rate of \$550.00 per hour is reasonable

10 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

10 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

11 69. The Settlement provides for attorneys' fees payable to Class Counsel in an amount of
12 not more than thirty-five percent (35%) of the Gross Settlement Amount (currently estimated to be
13 \$183,750.00), plus reimbursement for actual litigation costs incurred and approved by the Court, not
14 to exceed \$30,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees can be justified
15 under either the lodestar method or the percentage/common-fund recovery method. Class Counsel
16 intend to base the proposed fee award on the percentage method, as many of the entries in the time
17 records will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

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

17 74. As of the drafting of this motion, my office has incurred \$11,101.96 in expenses
18 litigating this action, and we anticipate accruing additional costs up to final approval. These expenses
19 were reasonably necessary to the litigation and were actually incurred by my office. Moreover,
20 because total litigation costs are below the maximum amount allowed under the Settlement, the
21 difference will be allocated to the Net Settlement Amount for Participating Class Members. (*Id.* at ¶
22 3.2.2.) Therefore, our costs should be reimbursed in full.

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

- 27 a. Numerous interviews with Plaintiff and review of documents provided by him;
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- b. Legal research and investigation regarding Defendant’s business and employment practices at numerous points in the litigation;
- c. Preparation and submission of Plaintiff’s PAGA notice;
- d. Preparation, finalization, and filing of multiple drafts of the original class action complaint and subsequent first amended complaint;
- e. Extensive “meet and confer” correspondence and discussions with Defense Counsel regarding mediation and to obtain relevant documents and information through informal discovery;
- f. Research and preparation of Plaintiff’s mediation brief;
- g. Analysis of the discovery production;
- h. Attendance and active participation at a full day of mediation;
- i. Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- j. Preparation of the motion for preliminary approval and the accompanying filings;
- k. Anticipated preparation for and attendance at the preliminary approval hearing;
- l. Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;
- m. Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;
- n. Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and
- o. Anticipated responding to Class Member inquiries and communicating with Plaintiff regarding the case.

76. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has been reached that includes a gross, non-reversionary payment by Defendant of \$525,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am

1 informed and believe that, without the efforts of my office and Plaintiff, the Labor Code and Wage
2 Order violations alleged in the Operative Complaint would have gone completely unremedied.

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

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7 _____
Kane Moon
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