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Attorneys for Plaintiff Patrick Ejinaka

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

PATRICK EJINAKA, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

ELITE FAMILY SYSTEMS, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CV-25-004886

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Plaintiff, the Declaration of John
Sarhadi, the Declaration of Sean Hartranft, and
[Proposed] Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: September 30, 2026

Time: 8:30 a.m.

Dept.: 21

Judge: Hon. John R. Mayne

Action Filed: May 20, 2025

Trial Date: Not set

I, KANE MOON, declare as follows:

CASE BACKGROUND AND PROCEDURAL HISTORY

4. Plaintiff's claims for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiff and others for off-the-clock work and failed to incorporate all remuneration into employees' regular rate of pay for purposes of paying overtime, meal break premiums, and sick pay. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work and Defendant's poor employment practices, Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-compliant breaks. Plaintiff further brings a claim for unreimbursed necessary business expenses based on allegations that Class Members were required to use their personal cellphone and computers

1 and home internet for work purposes without reimbursement from Defendant. Finally, Plaintiff also
2 brings derivative claims for waiting time penalties, wage statement violations, unfair business practices,
3 and civil penalties under PAGA.

4 5. Because of the foregoing alleged violations of various provisions of the Labor Code,
5 Plaintiff filed a class action on May 20, 2025, which alleges Defendant systematically: (1) failed to pay
6 minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed
7 to authorize and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed to
8 timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, and (8)
9 engaged in unfair business practices.

10 6. Pursuant to PAGA, on May 18, 2025, Plaintiff gave written notice to the California
11 Labor and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with
12 certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s
13 PAGA Notice is attached hereto as **Exhibit 2**. On August 20, 2025, Plaintiff timely filed a First Amended
14 Class and Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA
15 (the “Operative Complaint”). In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently
16 submitted to the LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned
17 case number. To date, the LWDA has not indicated its intent to investigate the alleged violations or
18 intervene in this Action.

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

12 DISCOVERY AND INVESTIGATION

13 8. The Parties agreed to mediate this action with Jason Marsili, Esq., an experienced class
14 and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
15 production of documents and information before mediation. Prior to mediation, Plaintiff obtained from
16 Defendant, through informal discovery, information sufficient to meaningfully evaluate the claims at
17 issue in the Action. Defendant produced documents relating to its policies, practices, and procedures
18 regarding payment of wages, meal and rest periods, expense reimbursement, and wage statements, along
19 with payroll and timekeeping records, and information relating to the size and scope of the Class, as well
20 as data permitting Plaintiff to understand the number of Workweeks and PAGA Pay Periods.

21 9. In preparation for mediation, Plaintiff’s Counsel reviewed and analyzed all the
22 information Defendant provided, including the sample records and documents regarding Defendant’s
23 wage-and-hour policies. The documents and information produced by Defendant are sufficient to
24 analyze and evaluate Defendant’s potential exposure and merits of Plaintiff’s claims. In conjunction with
25 their extensive factual investigation, Plaintiff’s Counsel also investigated the applicable law regarding
26 the claims and defenses asserted in the litigation. Accordingly, Plaintiff’s Counsel was able to evaluate
27 the probability of class certification, success on the merits, and Defendant’s maximum and realistic
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monetary exposure for all claims. Thus, Plaintiff's and his 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.

SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

10. On May 12, 2026, the Parties participated in a full day of private mediation with Jason Marsili, Esq. The negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After a full discussion regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses and with the assistance of the mediator, the Parties reached a resolution, the material terms of which are set out in the Settlement.

11. In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the proposed Settlement has been submitted to the LWDA along with a copy of Plaintiff's preliminary approval motion and the hearing date. 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 Settlement.

KEY TERMS OF SETTLEMENT

12. GSA and Funding: The Gross Settlement Amount ("GSA") is \$240,000.00 and is non-reversionary. (Settlement, ¶ 3.1.) Defendant will separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*) No later than 14 calendar days after the Effective Date, Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments by transmitting those funds to the Administrator into a Qualified Settlement Fund ("QSF") established and maintained by the Administrator. (*Id.* at ¶ 4.3.)

13. Escalator Clause: The Gross Settlement Amount was negotiated based on an understanding of approximately 9,642 Workweeks at issue during the Class Period. Should the Class workweeks during the Class Period exceed 10,606 (110% of 9,642), Defendant shall have the election

1 to either (a) cut off the Class release period at that point, such that the Class Period ends on the date the
2 number of Workweeks reaches 10,606, in which case Defendant will not be required to pay any
3 additional amount; or (b) pay the same number of percentage points (above 10%) over which the actual
4 number of workweeks exceeds 10,606 (for example, if the actual number of workweeks is determined
5 to be 2% higher than 10,606, the Gross Settlement Amount would be increased by \$4,800). (*Id.* at ¶ 8.1.)
6 Based on Defendant’s review of its records as of June 24, 2026, it is estimated that there are 188 Class
7 Members who collectively worked 9,842 Workweeks during the Class Period. (The Declaration of John
8 M. Sarhadi [“Sarhadi Decl.”] ¶ 3.) As a result, the escalator clause is not triggered.

9 14. Class Representative Service Payment: The Settlement includes a payment up to
10 \$10,000.00 payable from the GSA, subject to the Court’s approval, to Plaintiff as the Class
11 Representative, in addition to the amount he is eligible to receive as a Class Member. (*Id.* at ¶¶ 1.14,
12 3.2.1.) This award is for initiating the action, his services in support of the Action and his General
13 Release. (*Id.* at ¶ 1.14.) In the event the award finally approved is less, the difference will revert to
14 Participating Class Members. (*Id.* at ¶ 3.2.1.)

15 15. Class Counsel Fees and Expenses Payments: The Settlement permits a fee application
16 of not more than thirty-five percent (35%) of the GSA (currently estimated to be \$84,000.00), for
17 reasonable attorneys’ fees, plus reimbursement for actual litigation costs not to exceed \$20,000.00,
18 payable to Class Counsel from the GSA. (*Id.* at ¶ 3.2.2.) In the event the amounts finally approved are
19 less, the difference will revert to Participating Class Members. (*Id.*) To date, my firm has incurred
20 \$12,816.62 in actual litigation costs, and a true and correct copy of a report showing current costs is
21 attached hereto as **Exhibit 4**.

22 16. Administration Costs Payment: The Settlement provides an Administration Expenses
23 Payment to the Administrator, payable from the GSA, in an amount not to exceed \$6,750.00, except for
24 a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) In the event the amount of actual
25 administration costs is less and/or the amount approved by the Court is less than requested, the difference
26 will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected APEX Class Action
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Administration (“APEX”) as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.1, 7.1.) A true and correct copy of Apex’s bid of \$6,750.00 is attached hereto as **Exhibit 5**.

17. Aggrieved Employees; PAGA Period: Aggrieved Employees is defined as all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA Period. (*Id.* at ¶ 1.3.) For purposes of Settlement, the “PAGA Period” is May 18, 2024, through May 31, 2026. (*Id.* at ¶ 1.33.)

18. PAGA Penalties; Individual PAGA Payments: The Settlement allocates \$20,000.00 from the GSA for settlement of the Released PAGA Claims, which will be distributed 65% (\$13,000.00) to the LWDA and 35% (\$7,000.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiff’s claims. (*Id.* at ¶¶ 1.34, 3.2.5.) Each Aggrieved Employee will be entitled to a pro rata share of the 35% share of the PAGA Penalties directly proportional to their number of PAGA Pay Periods. (*Id.* at ¶ 3.2.5.a.) Based on Defendant’s review of its records as of June 24, 2026, it is estimated that there are 89 Aggrieved Employees who worked 1,695 Pay Periods during the PAGA Period. (Sarhadi Decl., ¶ 3.) This results in an average Individual PAGA Payment of roughly **\$78.65** for each of the estimated 89 Aggrieved Employees (\$7,000.00 / 89), and a PAGA Pay Period value of roughly **\$4.13** for each of the 1,695 estimated Pay Periods in the PAGA Period (\$7,000.00 / 1,695).

19. Net Settlement Amount: The Net Settlement Amount is the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, and the Administration Expenses Payment. (*Id.* at ¶ 1.27.) The remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id.*) Accordingly, the Net Settlement Amount will be *no less than* **\$99,250.00** for an estimated Class of **188 individuals**.¹

¹ The Net Settlement Amount was calculated by deducting the following from the \$240,000.00 GSA: \$10,000.00 for the Class Representative Service Payment, up to \$6,750.00 for the Administration Expenses Payment, \$20,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$84,000.00 for the Class Counsel Fees Payment, and up to \$20,000.00 for the Class Counsel Litigation Costs Payment. (Settlement, ¶¶ 3.2.1–3.2.5.)

1 20. Class Members/Period: The Settlement Class is defined as all current and former non-
2 exempt, hourly employees of Defendant in California employed by Defendant during the Class Period.
3 (*Id.* at ¶ 1.4.) For purposes of Settlement, the “Class Period” is May 20, 2021, through May 31, 2026.
4 (*Id.* at ¶ 1.12.)

5 21. Individual Class Payments: Each Class Member who does not opt-out will be entitled
6 to a pro rata share of the Net Settlement Amount that is directly proportional to the number of
7 Workweeks worked during the Class Period. (*Id.* at ¶ 3.2.4.) The estimated **\$99,250.00** Net Settlement
8 Amount results in an average Individual Class Payment of roughly **\$527.93** for each of the estimated
9 188 Class Members ($\$99,250.00 / 188$),² and a Workweek value of roughly **\$10.08** for each of the 9,842
10 estimated Workweeks in the Class Period ($\$99,250.00 / 9,842$).

11 22. Tax Allocations: 20% of each Participating Class Member’s Individual Class Payment
12 will be allocated to settlement of wage claims (the “Wage Portion”). (*Id.* at ¶ 3.2.4.a.) 80% of each
13 Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for
14 interest and non-wage damages (the “Non-Wage Portion”). (*Id.*) Individual PAGA Payments are treated
15 as 100% penalties for tax purposes and are not subject to withholdings. (*Id.* at ¶ 3.2.5.a.)

16 23. Disbursement and Uncashed Funds: Disbursement will occur within 14 days after
17 Defendant fully funds the entire GSA and all employer-side payroll taxes owed on the Wage Portions.
18 (*Id.* at ¶ 4.4.) Class Members will not need to submit any claim form as a condition of receiving
19 individual settlement payments. (*Id.* at ¶ 3.1.) For any Class Member whose Individual Class Payment
20 check or any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled
21 after 180 days after the date of mailing (the “Void Date”), the Administrator shall transmit the funds
22 represented by such checks to the California Controller's Unclaimed Property Fund in the name of the
23 Class Member or Aggrieved Employee, leaving no “unpaid residue” in accordance with the requirements
24 of California Code of Civil Procedure section 384(b). (*Id.* at ¶¶ 4.4.1, 4.4.3.)

25 _____
26 ² At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will
27 be calculated by the Administrator following preliminary approval and receipt and processing of the Class
28 Data. (Settlement, ¶ 7.2.) The high and low range of payments will be provided to the Court in a motion for
final approval.

1 24. Release by Participating Class Members: All Participating Class Members, on behalf of
2 themselves and their respective former and present spouses, representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns, fully and finally release and discharge the Released Parties from
4 any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees,
5 damages, and causes of action that were alleged or that reasonably could have been alleged based on the
6 facts alleged in the Operative Complaint arising during the Class Period. (*Id.* at ¶ 5.2.)

7 25. Release by Aggrieved Employees. All Aggrieved Employees, on behalf of themselves
8 and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators,
9 successors, and assigns, fully and finally release and discharge the Released Parties from any and all
10 claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged or that reasonably
11 could have been alleged based on the facts alleged in the Operative Complaint or Plaintiff's PAGA
12 Notice. (*Id.* at ¶ 5.3.)

13 26. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of
14 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if
15 any, of Section 1542 of the Civil Code. (*Id.* at ¶ 5.1.3.)

16 27. Effective date of claims releases: The released claims shall become effective upon
17 Defendant's full funding of the Gross Settlement Amount and all applicable employer-side payroll taxes
18 to the Administrator. (*Id.* at ¶ 5.4.)

19 28. Released Parties: Defendant and each of its former, present, and/or future directors,
20 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents,
21 subsidiaries, affiliates, agents, and any other entities or persons acting by, through, under, or in concert
22 with any of them that could be considered to have jointly employed the Settlement Class Members or
23 PAGA Group (including, without limitation, any investment bankers, accountants, insurers, reinsurers,
24 attorneys and any past, present or future officers, directors and employees). (*Id.* at ¶ 1.40.)

25 29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be
26 mailed via first-class U.S. mail in English and Spanish to the current address of each Class Member. (*Id.*
27 at ¶ 7.4.) The Class Notice shall prominently estimate the dollar amounts of any Individual Class
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1 Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee,
2 and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing
3 Class Notices, the Administrator shall update Class Member addresses using the National Change of
4 Address database, and how Class Members may, should they choose, opt-out or otherwise object to the
5 Settlement. (*Id.* at ¶¶ 7.4–7.6, Ex. A.)

6 30. No Related Actions: The Parties, Class Counsel, and Defense Counsel represent that
7 they are not aware of any other pending matter or action asserting claims that will be extinguished or
8 affected by the Settlement. (*Id.* at ¶ 2.8.)

9 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

10 31. Plaintiff’s Counsel have conducted a thorough investigation into the facts of this case.
11 As previously noted, the Settlement at issue was reached through arm’s-length negotiations and private
12 mediation. Based on Defendant’s informal class-wide discovery production, on Plaintiff’s Counsel’s
13 independent investigation and evaluation, and on their extensive experience in wage-and-hour litigation,
14 Plaintiff’s Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate.
15 Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk,
16 appellate risk, and the defenses Defendant may assert both to certification and on the merits, the
17 Settlement is in the best interest of the Class and LWDA.

18 32. Based on Plaintiff’s Counsel’s review of the time, payroll, and additional data provided
19 by Defendant, and on information from Plaintiff, Plaintiff’s Counsel evaluated the estimated maximum
20 and risk-adjusted exposure that Defendant faced. At the time of mediation, it was estimated that there
21 were approximately 183 Class Members who collectively worked 9,642 Workweeks during the Class
22 Period, and 83 Aggrieved Employees who collectively worked 1,555 PAGA Pay Periods during the
23 PAGA Period.³ (Settlement, ¶ 4.1.) Additionally, there are an estimated 121 former employees falling

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25 ³ Based on Defendant’s review of its records as of June 24, 2026, it is estimated that there are 188 Class
26 Members who collectively worked 9,842 Workweeks during the Class Period, and there are an estimated
27 89 Aggrieved Employees who worked 1,695 Pay Periods during the PAGA Period. (Sarhadi Decl., ¶ 3.)

28 The Settlement was negotiated based on estimates provided at mediation. As a result, the exposure
analysis provided herein is based on estimates provided at mediation.

within the three-year statute of limitations (“SOL”) period for waiting time penalties, and Class Members’ average hourly rate is estimated to be \$31.37.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages ⁴ (Off the Clock)	9,642 Workweeks	\$31.37 average hourly rate	16,070 net unpaid hours (assuming 20 minutes per shift) (80% overtime)	\$70,576.23**
Meal Period Violations	9,642 Workweeks	\$31.37 average hourly rate	12,053 unique meal break violations (assuming 25% violation rate)	\$94,525.65*
Rest Period Violations	9,642 Workweeks	\$31.37 average hourly rate	24,105 rest break violations (assuming 50% violation rate)	\$75,617.39**
Unreimbursed Business Expenses Violations	9,642 Workweeks	\$25 per month	Assumes \$25 per month	\$6,026.25**
Labor Code § 203	Based on approx. 121 terminated employees within the 3-year SOL	\$31.37 average hourly rate / 30- day max.	Assumes 8 hours / day	\$45,549.24***
Labor Code § 226	Based on approx. 83 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 1,555 pay periods within the 1-year SOL	\$7,567.50***

The estimates at mediation and Defendant’s estimates as of June 24, 2026 are not significantly different (there are an estimated 5 more Class Members, 200 more Workweeks, 6 more Aggrieved Employees, and 140 more PAGA Pay Periods from the June 24, 2026 estimates and the mediation estimates). Plaintiff’s Counsel continue to believe the Settlement is fair, reasonable, and adequate.

⁴ Plaintiff’s claim for unpaid wages is also based in part on allegations that Defendant failed to incorporate all non-discretionary remuneration into the regular rate of pay for purposes of paying overtime pay, meal break premiums, and sick pay. However, after a review of the sample time and pay records, Plaintiff’s Counsel determined that there was an insufficient basis to establish a Labor Code violation on a Class-wide basis for this claim. Defendant also argued that it did not fail to incorporate any non-discretionary remuneration into the regular rate of pay. As a result, this claim was determined to have negligible, if any, value.

PAGA	Based on 1,555 pay periods within the 1-year SOL	\$100 per pay period	Based on 1,555 pay periods within the 1-year SOL	\$7,775.00***
Total				\$307,637.25
* 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. ⁵				

33. Plaintiff's unpaid wages claim is based on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock work. Plaintiff alleges that Class Members were required by Defendant to participate in online training sessions at home after clocking out. Class Members were allegedly instructed to complete 10 to 20 online training sessions—of approximately 1 hour each as part of Defendant's new hire training. Plaintiff alleges he and other Class Members were not compensated for the training sessions. Therefore, Plaintiff's Counsel estimated Class Members spent an average 20 minutes off the clock work per shift. Accordingly, Plaintiff's Counsel estimated Defendant failed to pay Class Members for approximately 16,070 hours, 80% of which should have been paid at the overtime rate. From this, and in light of the average rates of the Class Members, Defendant's estimated maximum potential liability is \$705,762.26. Defendant contends that all time worked was compensated, that Class Members were not permitted to work off-the-clock, and that this claim is highly individualized and not susceptible to class-wide treatment. I acknowledge that "off-the-clock" claims are difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this claim—there are no records to be used as evidence. In light of these defenses, and for purposes of settlement, I discounted the maximum potential liability by 90%. **Plaintiff's realistic recovery estimate for the unpaid wages claim due to off-the-clock work is therefore \$70,576.23.**

⁵ 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 34. Plaintiff's meal period claim is based on allegations that Defendant did not provide or
2 maintain sufficient meal period policies and practices, such that Class Members were not always
3 permitted or able to take meal periods and/or were sometimes subjected to late, short and/or interrupted
4 meal periods without compensation in lieu thereof. For purposes of mediation, Plaintiff's Counsel
5 assumed a 25% violation rate, and in light of these violations and the average hourly rate of the putative
6 Class, Defendant had a potential liability of \$378,102.61 (12,053 unique violations x \$31.37 avg. hourly
7 rate). Defendant contends that many meal breaks were taken and, where a violation appears, it was a
8 result of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the
9 fifth hour, or to stop his or her break early to return to work. Moreover, certification and proof of this
10 claim would require declarations from Class Members and obtaining such declarations potentially would
11 reveal that each Class Member had a different experience with respect to meal periods. In light of these
12 defenses, and for purposes of settlement, Plaintiff's Counsel believe it reasonable to apply a 75%
13 discount to the potential liability. **Plaintiff's realistic recovery estimate for the meal period claim is**
14 **therefore \$94,525.65.**

15 35. The rest break claim is based on the allegation that Defendant did not provide or
16 maintain sufficient rest break policies and practices, such that Class Members were regularly required
17 to work in excess of four consecutive hours a day, or a major fraction thereof, without authorization or
18 permission to take a ten-minute, continuous and uninterrupted rest period or without compensation in
19 lieu thereof. The precise number of rest break violations could not be calculated since Defendant neither
20 documented, nor is required to document, when Class Members took their required rest breaks.
21 Therefore, Plaintiff's Counsel assumed a 50% violation rate for shifts of at least 3.5 hours in length and,
22 based on the average hourly rate of the putative Class, calculated Defendant's potential liability to be
23 \$756,173.85 (24,105 unique violations x \$31.37 avg. hourly rate). Defendant nonetheless contends rest
24 periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks
25 and, significant for purposes of class certification, that this claim is individualized in nature and therefore
26 would require declarations indicating the majority of Class Members experienced issues as to rest
27 breaks. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential
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1 liability by 90%. **Plaintiff's realistic recovery estimate for the rest break claim is therefore**
2 **\$75,617.39.**

3 36. The unreimbursed business expenses claim is based on the allegation that Defendant
4 did not reimburse Class Members for all expenses incurred in direct consequence of the discharge of
5 duties, including the use of their personal cellphone and computer for work purposes. The precise value
6 of all necessary business expenses Class Members incurred could not be calculated. Therefore,
7 Plaintiff's Counsel estimated Defendant owed approximately \$25.00 a month to each Class Member in
8 the statutory period and that Defendant's potential liability is \$60,262.50. Defendant contends it
9 complied with all its reimbursement obligations, that cellphone use was not required for work, and
10 further, that the reimbursement claim would be difficult to certify, given the individualistic nature of
11 this claim. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential
12 liability by 90%. **Plaintiff's realistic recovery estimate for the unreimbursed expenses claim is**
13 **therefore \$6,026.25.**

14 37. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
15 estimates Defendant's maximum potential recovery, prior to risk-adjustment, is \$1,217,834.80, which
16 breaks down as follows: **\$910,984.80** for waiting time penalties for approximately 121 terminated Class
17 Members in the 3-year SOL; a **\$151,350.00** penalty for inaccurate wage statements based on
18 approximately 83 Class Members in the 1-year SOL; and **\$155,500.00** for PAGA penalties based on
19 1,555 Pay Periods and the Court assessing a \$100 penalty for each pay period containing a violation.
20 However, I believe it would be unrealistic to expect the Court to award the full exposure amount given
21 the discretionary nature of awarding penalties and given Defendant's defenses, including without
22 limitation, that any failure to pay all final wages at the time of separation was not willful or intentional
23 and that to the extent Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered
24 no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive
25 nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's
26 overall liability for statutory and civil penalties. Furthermore, considering the underlying wage claims
27 are realistically estimated to be \$246,745.51, awarding such a disproportional amount in penalties would
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1 also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty
2 (resulting in **\$45,549.24** for waiting time penalties, **\$7,567.50** for inaccurate wage statement penalties,
3 and **\$7,775.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate of**
4 **\$60,891.74 for statutory and civil penalties.**

5 38. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery**
6 **for all claims, including penalties, is \$307,637.25.** This means **the \$240,000.00 gross settlement**
7 **figure represents approximately 78% of the total realistic recovery.** This is an excellent result for
8 the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed
9 relief, avoiding the risk of not being able to recover anything.

10 39. With regard to the PAGA claims, the Settlement is a fair and reasonable resolution that
11 satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing
12 Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation,
13 Defendant has had to hire legal counsel, engage in informal class-wide discovery, and participate in
14 mediation. Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming
15 final settlement approval is granted. (Settlement, ¶ 3.2.5.) Not including its own attorneys' fees and costs
16 as well as the employer's share of payroll taxes, Defendant will pay no less than \$240,000.00 to resolve
17 this matter—of which \$20,000.00 is allocated toward the PAGA claims and will be distributed, in
18 compliance with Labor Code section 2699 as 65% (\$13,000.00) to the LWDA and 35% (\$7,000.00) to
19 Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved
20 Employees from pursuing any individual claims they may have against Defendant or the other Released
21 Parties. Moreover, Plaintiff's Counsel are of the opinion that because the issues here are fairly contested,
22 there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the
23 merits due to the largely discretionary nature of awarding PAGA penalties. In other words, were this
24 matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial
25 reduction.

26 40. Further, Plaintiff's Counsel took into account the risk of not being able to proceed on a
27 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
28

1 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties
2 and in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff
3 would be successful at trial, assuming he is first able to certify the claims and defeat the manageability
4 issues presented at litigation, Plaintiff could be awarded substantially less than what was obtained
5 through the Settlement. In sum, the \$20,000 PAGA Penalties allocation under the Settlement constitutes
6 genuine and meaningful relief.

7 41. Here, the Settlement represents a substantial recovery when considered against the risk
8 and uncertainties involved in continued litigation, the burdens of proof necessary to certify the claims
9 and establish liability, and the probability of appeal. While Plaintiff is confident in the merits of his
10 claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving
11 the amount owed to each Class Member would be an expensive, time-consuming, and uncertain
12 proposition.

13 42. The Settlement obviates the significant risk that this Court may deny certification of all
14 or some of Plaintiff's claims. Plaintiff's Counsel took into account the risk of not prevailing at trial due
15 to low or no participation by Class Members. Indeed, the individualized and testimony-intensive nature
16 of the claims could bar manageability of the representative claims or otherwise significantly reduce any
17 recovery whatsoever. For example, the rest period and unreimbursed expense claims are testimony-
18 driven claims and assume a 50% and a 100% violation rate, respectively, which would not likely be
19 demonstrated at trial, as it assumes either the participation of a majority or all employees (which would
20 be difficult given the reality that many, if not all, employees would be unwilling to participate due to
21 fear of retaliation), or alternatively, the use of surveys or statistical data as a surrogate (which would still
22 require the participation of a majority of employees to establish a sound representation of all non-exempt
23 employees). Even assuming employees would be willing to participate, obtaining declarations would
24 potentially reveal that each individual employee had a different experience.

25 43. Furthermore, even if Plaintiff was able to pursue his claims on a class-wide basis and
26 obtain certification of all or some of the claims, continued litigation would be expensive, involving a
27 trial and possible appeals, and would substantially delay and reduce any recovery by the Class. Although
28

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

7 44. The proposed \$240,000.00 Settlement represents a substantial recovery when compared
8 to the reasonably forecasted recovery for the Class. When considering the risks of litigation, the
9 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and
10 the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness,
11 and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
12 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399,
13 408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff
14 class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount
15 that is in controversy and the realistic range of outcomes of the litigation"].)

16 THE REPRESENTATIVE PAYMENT TO PLAINTIFF IS REASONABLE

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

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

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

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

18 MY EXPERIENCE AND QUALIFICATIONS

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

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

26 51. For the past decade, I have built my practice to have an emphasis on employment and
27 related civil litigation cases and have both prosecuted and defended employment-related litigation cases.

1 I have been heavily, successfully, and continuously involved in active litigation and trial work, and have
2 conducted bench and jury trials on behalf of both employees and employers in wage-and-hour cases.

3 52. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage-and-
4 hour litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in
5 the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
6 <http://www.laffeymatrix.com/see.html> [last visited Aug. 18, 2026].) The Laffey Matrix is a “well-
7 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
8 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
9 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
10 upwards based on “locality pay differentials” and the location of counsel’s office in California to
11 determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to
12 the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential
13 of the District of Columbia and San Francisco, California, where counsel’s office was located].) To
14 determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality
15 pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based
16 on my firm’s location in Los Angeles, California, the locality pay differential of the Los Angeles-Long
17 Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is
18 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los
19 Angeles-Long Beach, CA, Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-
20 Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long
21 Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and
22 **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate
23 with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)).
24 Accordingly, my current billing rate of \$950.00 per hour is reasonable.

25 53. I am experienced in prosecuting and defending employment matters, particularly class
26 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice
27 on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel
28

for other wage-and-hour class action lawsuits pending in various California counties, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC 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 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

54. Allen Feghali is a Senior Partner at Moon Law Group, PC. He received his B.A. in

1 Global and International Studies in 2011 from UC Santa Barbara, and his J.D. from University of La
2 Verne College of Law in 2014. Mr. Feghali became an Active Member of the State Bar of California in
3 December 2014 and has been an Active Member in good standing continuously since then. He was
4 selected by Super Lawyers as a “Southern California Rising Star” in 2020–2023.

5 55. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice
6 focuses on advocating for the rights of employees at the trial-court and appellate level. Prior to
7 approximately June 2018, with the exception of a handful of cases, his practice focused on individual
8 FEHA and wrongful termination claims, as well as individual wage-and-hour claims. In June 2018, Mr.
9 Feghali became heavily involved in the firm’s class action practice.

10 56. Mr. Feghali’s current billing rate is \$900.00 per hour, which is his usual hourly rate in
11 wage and hour litigations. Based on Mr. Feghali’s 11+ years of experience out of law school, his Laffey
12 Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x
13 \$1,019)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr.
14 Feghali’s billing rate of \$900.00 per hour is reasonable.

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

- 18 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath*
19 *Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order
20 on all causes of action following contested briefing in a wage-and-hour class action.
- 21 (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
22 *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was granted in part.
- 23 (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
24 *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- 25 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
26 motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No.
27 19STCV44400), which was granted in part and denied in part in October 2022.
- 28

- 1 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of
2 *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP
3 (RAOx)) 2020 WL 1934954, where defendant removed a wage-and-hour class alleging
4 that Plaintiffs’ claims were pre-empted by the Labor Management Relations Act.
- 5 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald,*
6 *U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There,
7 the Court of Appeal reversed a dismissal of an individual defendant following the trial
8 court’s granting of a demurrer without leave to amend relating to alter ego allegations.
- 9 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo*
10 *v. Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-
11 MRWx) 2018 WL 1352910. Defendants there sought to remove the case based on the
12 inclusion of a “sham defendant,” but the court agreed with Mr. Feghali’s briefing which
13 argued that the individual defendant, who was alleged to have harassed the Plaintiffs under
14 FEHA, was a proper defendant.
- 15 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled
16 for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali
17 has resolved or assisted in the resolution of approximately 100 cases which has resulted in
18 millions of dollars of unpaid wages being returned to low-wage employees.
- 19 (i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
20 motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which
21 was granted, in part, and denied, in part, in February 2024.

22 58. Since June 2018, Mr. Feghali’s practice has shifted to almost exclusively representing
23 employees in wage-and-hour class and representative actions. His fee has been approved by Courts
24 throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of
25 over 100 wage-and-hour class actions, including obtaining preliminary and final approval of settlements.
26 A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the
27 following: *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Stanley Black &*
28

1 *Decker Wage and Hour Cases* (No. JCCP5218) (\$3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-
2 00042702-CU-OE-CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No.
3 21STCV16872) (\$2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000);
4 *Martinez, et al. v. Curative LLC* (No. 21STCV20778) (\$1,500,000); *Calderon v. Installed Building*
5 *Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No.
6 CGC-20-582921) (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57);
7 *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills*
8 *Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625)
9 (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The*
10 *Roman 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) (\$1,250,000);
12 *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members); *Cha v. Center Point, Inc.* (No.
13 CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No. BC644129) (2,137 class
14 members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for 79 class members);
15 and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

16 ENZO NABIEV’S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

- 8 (a) In August 2025, Mr. Nabiev prepared the briefing in the matter of *Slaughter*
9 *v. Finlite, Inc.* (Alameda Case No.: 22CV018565), which resulted in a
10 certification order following contested briefing in a wage and hour class
11 action.
- 12 (b) In March 2023, he prepared the briefing in *Aguirre JR. v. B.W Packaging*
13 *Systems. et al.*, No. 222CV04980ODWGSX, 2023 WL 2605016 (C.D. Cal.
14 Mar. 22, 2023), which resulted in a remand order where defendant's removal
15 was based on CAFA jurisdiction.
- 16 (c) In April 2022, he fully briefed, argued, and won in the Court of Appeal in the
17 Fourth Appellate District, regarding the issue of whether a pre-dispute
18 arbitration agreement is enforceable under the Federal Arbitration Act when
19 it includes a contractual waiver of representative claims under PAGA.
- 20 (d) In February 2022, he briefed a motion for class certification in *Brown v. NTI-*
21 *CA, Inc.* (LASC No. 21STCV04397) where Defendant elected to file
22 bankruptcy.
- 23 (e) In September 2021, he fully briefed, argued, and won an Opposition to a
24 Motion for Summary Adjudication in the matter of *Dorsey v. Circa Tile &*
25 *Stone, Inc.* (LASC Case No: 19STCV08365) where Defendant attempted to
26 release individual claims under PAGA on behalf of each employee who
27 executed a release agreement.

1 (f) In May 2021, he fully briefed and won an Opposition to a Motion to Compel
2 Arbitration in the matter of *Morales v. Precision Aerospace Corp.* (Case No:
3 CIV-DS2006541) where Defendant attempted to compel individual
4 arbitration and dismiss class action claims based on Plaintiff's signed
5 arbitration agreement within an employee handbook. There, the matter was
6 settled on a class-wide basis for \$900,000.00.

7 (g) In December 2020, he fully briefed, argued, and won an Opposition to a
8 Motion for Summary Judgment in the matter of *Gonzalez v. Lipscomb* (LASC
9 Case No: 19STCV10352) where he successfully established triable issues of
10 material facts of whether a general manager of a hotel is considered a joint
11 employer for purposes of liability for wage & hour violations.

12 63. He has participated in the litigation and resolution of approximately 100 wage and
13 hour class actions, including obtaining preliminary and final approval of settlements on the first
14 attempt.

15 JASON KWAK'S EXPERIENCE AND QUALIFICATIONS

16 64. Jason Kwak is an associate attorney at Moon Law Group, PC. Mr. Kwak represents
17 employees in all aspects of employment litigation, including wage and hour class action and
18 representative actions involving claims related to overtime and minimum wages, meal and rest break
19 violations, improper wage statements, the California Private Attorneys General Act and unfair
20 business practices.

21 65. Mr. Kwak received his Juris Doctorate from the Dale E. Fowler School of Law at
22 Chapman University. While in law school, he served as a Law Clerk for the Los Angeles County
23 District Attorney's Office. Mr. Kwak is a member in good standing with the California State Bar.

24 66. Mr. Kwak was admitted to the practice of law in May 2025, and his billing rate is
25 \$450.00 per hour. Based on Mr. Kwak's experience, his Laffey Matrix rate with a 2.53% adjustment
26 is \$521.00 per hour (\$508 Laffey Matrix rate + (2.53% x \$508)). (See Ex. 6.) As compared to the
27 Laffey Matrix rate and when considering his experience, Mr. Kwak's billing rate of \$450.00 per hour
28

1 is reasonable.

2 CLASS COUNSEL’S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

1 Class Members, or the proposed Administrator, and we are not related to Plaintiff. We respectfully
2 request to be appointed as Class Counsel, for settlement purposes.

3 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

4 71. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up
5 to thirty-five percent (35%) of the Gross Settlement Amount (currently estimated to be \$84,000.00), and
6 litigation costs up to \$20,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees can be
7 justified under either the lodestar method or the percentage/common-fund recovery method. However,
8 we base the proposed fees award on the percentage method, as many of the entries in the time records
9 will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

25 75. Because most individuals cannot afford to pay for representation in litigation on an
26 hourly basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency
27 fee basis, including Plaintiff in this matter. Pursuant to this arrangement, we are not compensated for
28

our time unless we prevail at trial or successfully settle our clients' cases. Because Moon Law Group, PC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

76. As of the drafting of this motion, my office has incurred \$12,816.62 in expenses litigating this action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs are below the maximum amount allowed under the Settlement, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

- (a) Numerous interviews with Plaintiff and review of documents provided by him;
- (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 and preparation of a damages model;
- (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.

78. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* \$240,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on August 27, 2026, at Los Angeles, California.

Kane Moon