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Attorneys for Plaintiff Mohanad A. Yousif

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

MOHANAD A. YOUSIF, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

TURLOCK RV CENTER, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: CV-25-004538

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 Jodee
Lawrence, and [Proposed] Preliminary Approval
Order]*

PRELIMINARY APPROVAL HEARING:

Date: December 30, 2026

Time: 8:30 a.m.

Dept.: 23

Judge: Hon. John D. Freeland

Action Filed: May 8, 2025

Trial Date: Not set

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Mohanad A. Yousif (“Plaintiff”) and the putative Class. I have personal knowledge of the matters set forth herein and if called as a witness, I could and would testify competently to the facts described herein.

CASE BACKGROUND AND PROCEDURAL HISTORY

2. This is a wage-and-hour class and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff seeks to represent a class of all current and former hourly-paid or non-exempt employees of Defendant Turlock RV Center, Inc. (“Defendant”) who worked for Defendant in the State of California at any time during the Class Period, as set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the “Settlement”). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. The proposed Class Notice is attached to the Settlement as **Exhibit A**.

3. Defendant is a recreational vehicle dealer operating under the trade name Best RV Center, providing sales, parts, and service to customers. Defendant employed Plaintiff and other non-exempt, hourly-paid employees during the Class Period. Plaintiff contends he and his coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

4. Plaintiff's claim 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 premium, rest period premium, and sick pay. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work, 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 purchase business cards and specific types of clothing, maintain golf carts,

1 and use their personal cellular telephones for work purposes. Finally, Plaintiff also brings derivative
2 claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties
3 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 8, 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 breaks, (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 4, 2025, Plaintiff gave written notice to the California Labor
11 and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with certified
12 mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s PAGA
13 Notice is attached hereto as **Exhibit 2**. On July 9, 2025, Plaintiff timely filed a First Amended Class and
14 Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA. On June
15 16, 2026, Plaintiff timely filed a Second Amended Class and Representative Action Complaint to re-add
16 class allegations for settlement purposes only (the “Operative Complaint”). In compliance with Labor
17 Code section 2699(s)(1), Plaintiff subsequently submitted to the LWDA a file-stamped copy of the
18 Operative Complaint containing the Court-assigned case number. To date, the LWDA has not indicated
19 its intent to investigate the alleged violations or intervene in this Action.

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

13 DISCOVERY AND INVESTIGATION

14 8. The Parties agreed to mediate this action with Doug Leach, Esq., an experienced class and
15 PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
16 production of documents and information before mediation. Prior to mediation, Plaintiff obtained from
17 Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate
18 the claims asserted in this action. Defendant produced documents relating to its policies, practices, and
19 procedures, along with payroll, timekeeping, and time and pay data for Plaintiff, Class Members and
20 Aggrieved Employees, as part of the confidential mediation process.

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

3 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

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

11 11. In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the
12 proposed Settlement has been submitted to the LWDA along with a copy of Plaintiff's preliminary
13 approval motion and the hearing date. 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. GSA and Funding: The Gross Settlement Amount ("GSA") is \$265,000, subject to potential
18 increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.1.) Defendant will
19 separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments.
20 (*Id.*) Defendant will fully fund the GSA, together with all employer-side payroll taxes owed on the Wage
21 Portion of Individual Class Payments, by transmitting the funds into a Qualified Settlement Fund
22 established and maintained by the Administrator within thirty (30) calendar days of the Effective Date.
23 (*Id.* at ¶ 4.3.)

24 13. Escalator Clause: The Settlement provides an escalator clause under which should the
25 number of Class Period Workweeks increases by more than 10% of the original estimate of 9,072 (i.e.,
26 if the actual number of Workweeks exceeds 9,979), then Defendant agrees, at its sole option, to either
27 (a) increase the GSA on a proportional basis by the percentage amount by which the actual number of
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1 Workweeks exceeds ten percent (10%) of the estimated 9,072 Workweeks (e.g., if the number of
2 Workweeks increases by 11%, the GSA will increase by 1%); or (b) roll back the Class Period and
3 PAGA Period to the date upon which the actual number of Workweeks reaches 9,979, in which case
4 Defendant will not be required to pay any additional amount. (*Id.* at ¶ 8.) Defendant agrees to inform
5 Plaintiff’s Counsel of its election prior to the Preliminary Approval Hearing, and if Defendant exercises
6 option (b), Defendant shall be prepared to inform the Court of the revised Class and PAGA Period end
7 dates at the Preliminary Approval Hearing. (*Id.*)

8 14. Class Representative Service Award: The Settlement includes a payment up to \$5,000.00
9 payable from the GSA, subject to the Court’s approval, to Plaintiff as the Class Representative, in
10 addition to the amount he is eligible to receive as a Class Member. (*Id.* at ¶¶ 1.14, 3.2.1.) This award is
11 for initiating and providing services in support of the Action. (*Id.* at ¶ 1.14.) In the event the award finally
12 approved is less, the difference will be allocated to Participating Class Members. (*Id.* at ¶ 3.2.1.)

13 15. Class Counsel Fees and Litigation Costs Payments: The Settlement permits a fee application
14 of not more than one-third of the GSA (\$88,333.33) for reasonable attorneys’ fees, plus reimbursement
15 for actual litigation costs not to exceed \$20,000.00, payable to Class Counsel from the GSA. (*Id.* at ¶
16 3.2.2.) In the event the amounts finally approved are less, the difference will revert to Participating Class
17 Members. (*Id.*) To date, my firm has incurred \$6,378.28 in actual litigation costs, and a true and correct
18 copy of a report showing current costs is attached hereto as **Exhibit 4**.

19 16. Administration Expenses Payment: The Settlement provides an Administration Expenses
20 Payment to the Administrator, payable from the GSA, in accordance with the Administrator’s bid
21 submitted to the Court, except for a showing of good cause and as approved by the Court. (*Id.* at ¶¶ 1.3,
22 3.2.3.) In the event the amount of actual administration costs is less and/or the amount approved by the
23 Court is less than requested, the difference will be allocated to the Net Settlement Amount. (*Id.*) The
24 Parties jointly selected Phoenix Class Action Administration Solutions (“Phoenix”) as the neutral entity
25 to administer this Settlement. (*Id.* at ¶¶ 1.2, 7.1.) A true and correct copy of Phoenix’s not-to-exceed bid
26 of \$6,250.00 is attached hereto as **Exhibit 5**.

1 17. Aggrieved Employees; PAGA Period: Aggrieved Employees is defined as all current and
2 former hourly-paid or non-exempt employees of Defendant who worked for Defendant in the State of
3 California at any time during the PAGA Period. (*Id.* at ¶ 1.4.) For purposes of Settlement, the “PAGA
4 Period” is May 8, 2024, through July 7, 2026. (*Id.* at ¶ 1.34.)

5 18. PAGA Penalties; Individual PAGA Payments: The Settlement allocates \$26,500.00 from
6 the GSA for settlement of the Released PAGA Claims, which will be distributed 65% (\$17,225.00) to
7 the LWDA and 35% (\$9,275.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiff’s
8 claims. (*Id.* at ¶¶ 1.33, 3.2.5.) Each Aggrieved Employee will be entitled to a pro rata share of the 35%
9 share of the PAGA Penalties directly proportional to their number of PAGA Pay Periods. (*Id.* at ¶
10 3.2.5.a.) This results in an average Individual PAGA Payment of roughly **\$73.03** for each of the
11 estimated 127 Aggrieved Employees (\$9,275 / 127), and a PAGA Pay Period value of roughly **\$2.21** for
12 each of the 4,200 estimated Pay Periods in the PAGA Period (\$9,275 / 4,200).

13 19. Net Settlement Amount: After deducting the Class Representative Service Award, the Class
14 Counsel Fees and Litigation Costs Payments, the PAGA Penalties allocation, and the Administration
15 Expenses Payment from the GSA, in the amounts specifically approved by the Court, any difference in
16 the amounts requested and the amounts awarded will be allocated to the Net Settlement Amount for
17 distribution to Participating Class Members. (*Id.* at ¶¶ 1.27, 3.2.) Accordingly, the Net Settlement
18 Amount will be *no less than* **\$118,916.67** for an estimated Class of **128 individuals**.¹

19 20. Class Members/Period: The Settlement Class is defined as all current and former hourly-
20 paid or non-exempt employees of Defendant who worked for Defendant in the State of California at any
21 time during the Class Period. (*Id.* at ¶ 1.5.) For purposes of Settlement, the “Class Period” is May 8,
22 2024, through July 7, 2026. (*Id.* at ¶ 1.12.)

23 21. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a
24 pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks

25
26 ¹ The Net Settlement Amount was calculated by deducting the following from the \$265,000 GSA:
27 \$5,000.00 for the Class Representative Service Award, up to \$6,250.00 for the Administration Expenses
28 Payment, \$26,500.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$88,333.33 for the
Class Counsel Fees Payment, and up to \$20,000.00 for the Class Counsel Litigation Costs Payment.
(Settlement, ¶¶ 3.2–3.2.5.)

worked during the Class Period. (*Id.* at ¶ 3.2.4.) The estimated **\$118,916.67** Net Settlement Amount results in an average Individual Class Payment of roughly **\$929.04** for each of the estimated 128 Class Members ($\$118,916.67 / 128$),² and a Workweek value of roughly **\$13.11** for each of the 9,072 estimated Workweeks in the Class Period ($\$118,916.67 / 9,072$).

22. Tax Allocations: Individual Class Payments will be allocated as 20% as wages and 80% as penalties and interest for tax purposes. (*Id.* at ¶ 3.2.4.a.) Individual PAGA Payments will be allocated as 100% penalties for tax purposes. (*Id.* at ¶ 3.2.5.a.)

23. Disbursement and Uncashed Funds: Disbursement will occur within 14 days of completed funding. (*Id.* at ¶ 4.4.) Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (*Id.* at ¶ 3.1.) Any funds remaining uncashed after 180 days from issuance will be transmitted to the California State Controller’s Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, in the name of each individual who failed to timely cash his or her check, in accordance with California Code of Civil Procedure § 384(b). (*Id.* at ¶¶ 4.4.1, 4.4.3.)

24. Released Class Claims by Participating Class Members: The “Released Class Claims” is limited to any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney’s fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint arising during the Class Period. (*Id.* at ¶ 5.2.) The release excludes any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers’ compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period. (*Id.*)

25. Released PAGA Claims by PAGA Members and LWDA: The “Released PAGA Claims” is limited to all claims for PAGA civil penalties, attorneys’ fees and costs under PAGA, which were

² At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data. (Settlement, ¶ 4.2.) The high and low range of payments will be provided to the Court in a motion for final approval.

1 alleged, or reasonably could have been alleged, in Plaintiff's PAGA Notice to the LWDA and in the
2 Operative Complaint, arising during the PAGA Period. (*Id.* at ¶ 5.3.)

3 26. Plaintiff's Section 1542 Release: Under the Settlement, Plaintiff has agreed to a general
4 release of any and all claims related to his employment, including all claims alleged in the Action, and
5 release of rights pursuant to California Civil Code section 1542. (*Id.* at ¶ 5.1.1.)

6 27. Effective date of claims releases: The release of all claims shall become effective upon entry
7 of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and
8 its employer-share of payroll taxes. (*Id.* at ¶¶ 5, 5.4.)

9 28. Released Parties: Defendant and each of its former, present, and/or future directors, officers,
10 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents,
11 subsidiaries, affiliates, agents, and any other entities or persons acting by, through, under, or in concert
12 with any of them that could be considered to have jointly employed the Settlement Class Members or
13 PAGA Aggrieved Employees. (*Id.* at ¶ 1.41.)

14 29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed
15 via first-class U.S. mail in English and Spanish to the current address of each Class Member. (*Id.* at ¶
16 7.4.2.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the
17 Settlement, the approximate amounts of attorneys' fees, costs, PAGA Penalties, and service award being
18 sought, an explanation of how the individual payments are calculated, the Final Approval Hearing
19 information, the procedure for disputing the number of Workweeks and/or Pay Periods credited to each
20 Class Members, and how Class Members may, should they choose, opt-out or otherwise object to the
21 Settlement. (*Id.* at ¶¶ 7.4–7.7, Ex. A.)

22 30. No Related Actions: To the best of my knowledge, there is no other pending litigation
23 involving similar claims against Defendant that may be impacted by approval of the Settlement at issue,
24 nor has Defendant pointed to any.

25 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

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

32. Based on Plaintiff’s Counsel’s review of the time, payroll, and additional data provided by Defendant, and on information from Plaintiff, Plaintiff’s Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on a review of Defendant’s records, it is estimated that there are approximately 128 Class Members who collectively worked 9,072 Workweeks during the Class Period, and 127 Aggrieved Employees who collectively worked 4,200 PAGA Pay Periods during the PAGA Period. (*Id.* at ¶ 4.1.) Additionally, there were an estimated 60 former employees falling within the three-year statute of limitations (“SOL”) period for waiting time penalties, that Class Members’ average hourly rate was \$17.00.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	9,072 Workweeks	\$17.00 average hourly rate	Negligible, if any value	Negligible, if any value
Unpaid Wages (Off the Clock)	9,072 Workweeks	\$17.00 average hourly rate	3,780 net unpaid hours (assuming 5 minutes per shift) (100% overtime)	\$14,458.50**
Meal Period Violations	9,072 Workweeks	\$17.00 average hourly rate	11,340 unique meal break violations	\$96,390.00*
Rest Period Violations	9,072 Workweeks	\$17.00 average hourly rate	22,680 rest break violations (assuming 50% break violations for shifts of at least 3.5 hours)	\$57,834.00**

Unreimbursed Business Expenses Violations	9,072 Workweeks	\$25 per month	Assumes \$25 per month	\$8,505.00**
Labor Code § 203	Based on approx. 60 terminated employees within the 3-year SOL	\$17.00 average hourly rate / 30- day max.	Assumes 8 hours / day	\$24,480.00***
Labor Code § 226	Based on approx. 127 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 4,200 pay periods within the 1-year SOL	\$50,800.00***
PAGA	Based on 4,200 pay periods within the 1-year SOL	\$100 per pay period	Based on 4,200 pay periods within the 1-year SOL	\$42,000.00***
Total				\$294,467.50
* These figures are discounted based on a 50% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 15% 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.³				

33. As discussed above, Plaintiff's unpaid wages claim is based in part on allegations that Defendant failed to incorporate all remuneration, including commissions, into Class Members' regular rate of pay for purposes of paying overtime, meal premium, rest premium and sick pay. Specifically, Plaintiff's Counsel reviewed the sample records Defendant produced and determined there was an insufficient basis to establish a Labor Code violation on a class-wide basis. In addition, Defendant argues that it properly compensated its employees and did not fail to incorporate any additional remunerations into the regular rate of pay. Accordingly, the **regular rate claim was determined to have negligible, if any, value.**

³ 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 unpaid wages claim is based in part on allegations that Defendant failed to pay
2 all minimum and overtime wages due to off-the-clock work performed before and after clocking in and
3 out of work. Plaintiff alleges that Class Members were required to use their personal cellphone to field
4 calls and respond to messages from clients during and after his scheduled shift. Plaintiff also claims that
5 they were required to continue assisting clients after clocking out at the end of their shift, approximately
6 one to two times per month, with each instance lasting between fifteen minutes and one hour. In addition,
7 Plaintiff alleges that they were required to don their work uniform prior to clocking in each day.
8 Therefore, Plaintiff's Counsel estimated Class Members spent an average 5 minutes off the clock per
9 shift. Accordingly, Plaintiff's Counsel estimated Defendant failed to pay Class Members for
10 approximately 3,780 hours, 100% of which should have been paid at the overtime rate. From this, and
11 in light of the average rates of the Class Members, Defendant's estimated maximum potential liability
12 is \$96,390.00. Defendant contends that all time worked was compensated, that Class Members were not
13 permitted to work off-the-clock, and that this claim is highly individualized and not susceptible to class-
14 wide treatment. I acknowledge that "off-the-clock" claims are difficult to be tried on a class wide basis
15 because there is no apparatus that can be used to prove this claim—there are no records to be used as
16 evidence. In light of these defenses, and for purposes of settlement, I discounted the maximum potential
17 liability by 85%. **Plaintiff's realistic recovery estimate for the unpaid wages claim due to off-the-**
18 **clock work is therefore \$14,458.50.**

19 35. Plaintiff's meal period claim is based on allegations that Defendant did not provide or
20 maintain sufficient meal period practices, such that Class Members were not always permitted or able to
21 take meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without
22 compensation in lieu thereof. For purposes of mediation, Plaintiff's Counsel assumed Defendant either
23 failed to provide a meal period or provided a short and/or untimely meal period for 25% of all shifts,
24 resulting in 11,340 violations. Plaintiff's Counsel then calculated that, in light of these violations and
25 the average hourly rate of the putative Class, that Defendant has a potential liability of \$192,780.00
26 (11,340 unique violations x \$17.00 avg. hourly rate). Defendant contends that many meal breaks were
27 taken and, where a violation appears, it was a result of the Class Member voluntarily choosing to forego
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1 a meal period, to take it after the end of the fifth hour, or to stop his or her break early to return to work.
2 Moreover, certification and proof of this claim would require declarations from Class Members and
3 obtaining such declarations potentially would reveal that each Class Member had a different experience
4 with respect to meal periods. In light of these defenses, and for purposes of settlement, Plaintiff's
5 Counsel believe it reasonable to apply a 50% discount to the potential liability. **Plaintiff's realistic**
6 **recovery estimate for the meal period claim is therefore \$96,390.00.**

7 36. The rest break claim is based on the allegation that Defendant did not provide or maintain
8 sufficient rest break practices, such that Class Members were regularly required to work in excess of
9 four consecutive hours a day, or a major fraction thereof, without authorization or permission to take a
10 ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The
11 precise number of rest break violations could not be calculated since Defendant neither documented, nor
12 is required to document, when Class Members took their required rest breaks. Therefore, in preparation
13 for mediation, Plaintiff's Counsel assumed a 50% violation rate for shifts of at least 3.5 hours in length
14 and, based on the average hourly rate of the putative Class, calculated Defendant's potential liability to
15 be \$385,560.00 (22,680 unique rest break violations x \$17.00 per hour). Defendant nonetheless contends
16 rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks
17 and, significant for purposes of class certification, that this claim is individualized in nature and therefore
18 would require declarations indicating the majority of Class Members experienced issues as to rest
19 breaks. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential
20 liability by 85%. **Plaintiff's realistic recovery estimate for the rest break claim is therefore**
21 **\$57,834.00.**

22 37. The unreimbursed business expenses claim is based on the allegation that Defendant did not
23 reimburse Class Members for all expenses incurred in direct consequence of the discharge of duties,
24 including the maintenance of golf carts, the purchase of specific types of clothing and business cards,
25 and use of their personal cellphone for work purposes. The precise value of all necessary business
26 expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation,
27 Plaintiff's Counsel estimated Defendant owed approximately \$25.00 a month to each Class Member in
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1 the statutory period and that Defendant's potential liability is \$56,700.00. Defendant contends it
2 provided Class Members with necessary tools and uniforms, that cellphone use was not required for
3 work, and further, that the reimbursement claim would be difficult to certify, given the individualistic
4 nature of this claim. In light of these defenses, and for purposes of settlement, I discounted Defendant's
5 potential liability by 85%. **Plaintiff's realistic recovery estimate for the unreimbursed expenses**
6 **claim is therefore \$8,505.00.**

7 38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
8 estimates Defendant's maximum potential recovery, prior to risk-adjustment, is \$1,172,800.00, which
9 breaks down as follows: **\$244,800.00** for waiting time penalties for approximately 60 terminated Class
10 Members in the 3-year SOL; a **\$508,000.00** penalty for inaccurate wage statements based on
11 approximately 127 Class Members in the 1-year SOL; and **\$420,000.00** for PAGA penalties based on
12 4,200 Pay Periods and the Court assessing a \$100 penalty for each pay period containing a violation.
13 However, I believe it would be unrealistic to expect the Court to award the full exposure amount given
14 the discretionary nature of awarding penalties and given Defendant's defenses, including without
15 limitation, that any failure to pay all final wages at the time of separation was not willful or intentional
16 and that to the extent Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered
17 no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive
18 nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's
19 overall liability for statutory and civil penalties. Furthermore, considering the underlying wage claims
20 are realistically estimated to be \$177,187.50, awarding such a disproportional amount in penalties would
21 also raise Due Process concerns. Weighing these factors, I applied a 90% discount to each penalty
22 (resulting in **\$24,480.00** for waiting time penalties, **\$50,800.00** for inaccurate wage statement penalties,
23 and **\$42,000.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate of**
24 **\$117,280.00 for statutory and civil penalties.**

25 39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for**
26 **all claims, including penalties, is \$294,467.50.** This means **the \$265,000.00 gross settlement figure**
27 **represents roughly 90% of the total realistic recovery.** This is an excellent result for the Class,
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1 particularly because, under the Settlement, Class Members will receive timely and guaranteed relief,
2 avoiding the risk of not being able to recover anything.

3 40. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that
4 satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing
5 Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation,
6 Defendant has had to hire legal counsel, engage in informal class-wide discovery, and participate in
7 mediation. Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming
8 final settlement approval is granted. (Settlement, ¶ 3.2.5.) Not including its own attorneys' fees and costs
9 as well as the employer's share of payroll taxes, Defendant will pay \$265,000.00 to resolve this matter—
10 of which \$26,500.00 is allocated toward the PAGA claims and will be distributed, in compliance with
11 Labor Code section 2699 as 65% (\$17,225.00) to the LWDA and 35% (\$9,275.00) to Aggrieved
12 Employees—and the release obtained under the Settlement does not preclude Aggrieved Employees
13 from pursuing any individual claims they may have against Defendant or the other Released Parties.
14 Moreover, Plaintiff's Counsel are of the opinion that because the issues here are fairly contested, there
15 is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits
16 due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to
17 go to trial, any award granted would be at the discretion of the Court and subject to a substantial
18 reduction.

19 41. Further, Plaintiff's Counsel took into account the risk of not being able to proceed on a
20 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
21 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties
22 and in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff
23 would be successful at trial, assuming he is first able to certify the claims and defeat the manageability
24 issues presented at litigation, Plaintiff could be awarded substantially less than what was obtained
25 through the Settlement. In sum, the \$26,500 PAGA Penalties allocation under the Settlement constitutes
26 genuine and meaningful relief.

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

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

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

26 45. The proposed \$265,000.00 Settlement represents a substantial recovery when compared to
27 the reasonably forecasted recovery for the Class. When considering the risks of litigation, the
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1 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and
2 the probability of appeal, it is clear the Settlement amount is within the “ballpark” of reasonableness,
3 and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
4 Cal.App.4th 116, 133; see *Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399,
5 408–09 [holding that *Kullar* does not require “an explicit statement of the maximum amount the plaintiff
6 class could recover if it prevailed on all its claims,” but instead, only an “understanding of the amount
7 that is in controversy and the realistic range of outcomes of the litigation”].)

8 THE SERVICE AWARD TO PLAINTIFF IS REASONABLE

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

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

25 48. 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 would have tried to pursue legal remedies on their own, that would have resulted in each having
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1 to expend a significant amount of their own monetary resources and time, not to mention limited judicial
2 resources, which were obviated by Plaintiff putting himself on the line on behalf of the Class.

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

10 MY EXPERIENCE AND QUALIFICATIONS

11 50. 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 have
13 been an Active Member in good standing continuously since then. I have been selected to Super Lawyers
14 each year from 2019 to 2023.

15 51. 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 representative actions.

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

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

17 54. I am experienced in prosecuting and defending employment matters, particularly class
18 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice
19 on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel
20 for other wage-and-hour class action lawsuits pending in various California counties, including in state
21 and federal courts. The following is a list of some of our recent class action settlements that have received
22 preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size
23 approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class
24 size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size
25 approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size
26 approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx.
27 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead
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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

55. 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.

56. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice focuses on advocating for the rights of employees at the trial-court and appellate level. Prior to approximately June 2018, with the exception of a handful of cases, his practice focused on individual FEHA and

wrongful termination claims, as well as individual wage-and-hour claims. In June 2018, Mr. Feghali became heavily involved in the firm's class action practice.

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

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

- (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on all causes of action following contested briefing in a wage-and-hour class action.
- (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was granted in part.
- (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No. 19STCV44400), which was granted in part and denied in part in October 2022.
- (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP (RAOx)) 2020 WL 1934954, where defendant removed a wage-and-hour class alleging that Plaintiffs' claims were pre-empted by the Labor Management Relations Act.
- (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There,

the Court of Appeal reversed a dismissal of an individual defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.

(g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-MRWx) 2018 WL 1352910. 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 Plaintiffs 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.

59. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage-and-hour class and representative actions. His fee has been approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over 100 wage-and-hour class actions, including obtaining preliminary and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Stanley Black & Decker Wage and Hour Cases* (No. JCCP5218) (\$3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No. 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57);

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

10 MARIAM GHAZARYAN’S EXPERIENCE AND QUALIFICATIONS

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

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

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

25 63. Ms. Ghazaryan’s current billing rate is \$700.00 per hour, which is her usual hourly rate in
26 wage and hour litigations. Based on Ms. Ghazaryan’s nearly 5 years of experience, her Laffey Matrix
27 rate with a 2.53% adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x \$625)). As
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1 compared to the Laffey Matrix rate and when considering her experience, Ms. Ghazaryan's billing rate
2 of \$700.00 per hour is reasonable. During her tenure with Moon Law Group, P.C., Ms. Ghazaryan has
3 played a critical role in obtaining outstanding results for employees who have been wronged by their
4 employers. Ms. Ghazaryan has been involved in all aspects of complex litigation, including assisting in
5 class certification motions in the following cases:

- 6 (a) *Duran v. Sun Valley Group* [certification was granted on multiple wage and hour claims
7 against Sun Valley Group];
- 8 (b) *Beard v. SMS Transportation* [certification was granted for a rest break claim against
9 SMS Transportation. Rest break claims are notably difficult to certify];
- 10 (c) *Evans v. Downtown Women's Center* [certification was granted for a regular rate claim
11 against Downtown Women's Center].
- 12 (d) From November 2021 to the present, Ms. Ghazaryan has participated in the litigation
13 and/or resolution of approximately ninety wage-and-hour class and/or representative
14 actions, including successfully moving the Court for preliminary and final approval of
15 settlements on the first attempt.

16 MITCHELL H. MILLET'S EXPERIENCE AND QUALIFICATIONS

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

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

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

27 67. Mr. Millet's current billing rate is \$500.00 per hour, which is his usual hourly rate in wage
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1 and hour litigation matters. Based on Mr. Millet's nearly 2 years of experience as a practicing attorney,
2 his Laffey Matrix rate with a 2.53% adjustment is \$520.85 per hour (\$508 Laffey Matrix rate + (2.53%
3 x \$508)). As compared to the Laffey Matrix rate and when considering his experience, Mr. Millet's
4 billing rate of \$500.00 per hour is reasonable.

5 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

6 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

7 72. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to
8 one-third of the Gross Settlement Amount (i.e., \$88,333.33, subject to potential increase under the
9 escalator clause), and litigation costs up to \$20,000.00. (Settlement, ¶ 3.2.2.) The proposed award of
10 attorneys' fees can be justified under either the lodestar method or the percentage/common-fund
11 recovery method. However, we base the proposed fees award on the percentage method, as many of the
12 entries in the time records will have to be redacted to preserve attorney-client and attorney work product
13 privileges.

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

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

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

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

12 77. As of the drafting of this motion, my office has incurred \$6,378.28 in expenses litigating
13 this action, and we anticipate accruing additional costs up to final approval. These expenses were
14 reasonably necessary to the litigation and were actually incurred by my office. Moreover, because total
15 litigation costs are below the maximum amount allowed under the Settlement, the difference will revert
16 to Participating Class Members. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

- 20 (a) Numerous interviews with Plaintiff and review of documents provided by him;
- 21 (b) Legal research and investigation regarding Defendant's business and employment
22 practices at numerous points in the litigation;
- 23 (c) Preparation and submission of Plaintiff's PAGA notice;
- 24 (d) Preparation, finalization, and filing of multiple drafts of the original class action
25 complaint and subsequent first and second amended complaints;
- 26
- 27
- 28

- (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.

79. 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 \$265,000.00 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 31, 2026, at Los Angeles, California.

Kane Moon