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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

HECTOR ALFONSO GOMEZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

NISSIN FOODS (U.S.A.) COMPANY, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 25STCV13622

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 Hector Alfonso Gomez, the
Declaration of Lisa Mullins, and [Proposed]
Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: November 10, 2026

Time: 10:00 a.m.

Dept.: 6

Judge: Hon. Elihu M. Berle

Action Filed: May 9, 2025

Trial Date: Not set

I, KANE MOON, declare as follows:

CASE BACKGROUND AND PROCEDURAL HISTORY

4. Plaintiff's claim for unpaid minimum and overtime wages stems 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, or 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 personal protective equipment, including steel toe and non-slip safety boots, maintain their

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

4 5. On May 9, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of
5 action against Defendant for (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and
6 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide
7 Meal Periods (Cal. Lab. Code §§ 226.7 and 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab.
8 Code § 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure
9 to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate
10 Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof.
11 Code §§ 17200, *et seq.*).

12 6. On May 3, 2025, pursuant to Labor Code § 2699.3(a), Plaintiff provided written notice to the
13 California Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code
14 violations, with certified mail service on Defendant, and paid the required filing fee. A true and correct
15 copy of Plaintiff's PAGA Notice is attached hereto as **Exhibit 2**. On July 10, 2025, Plaintiff filed a First
16 Amended Complaint against Defendant adding a cause of action for civil penalties under PAGA (Cal. Lab.
17 Code § 2698, *et seq.*). The First Amended Complaint is the operative complaint in the Action (the "Operative
18 Complaint"). In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently submitted to the
19 LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned case number. To
20 date, the LWDA has not indicated its intent to investigate the alleged violations or intervene in this Action.

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

14 DISCOVERY AND INVESTIGATION

15 8. The Parties agreed to mediate this action and participated in a private mediation conducted
16 with Lonnie Giamela, Esq., an experienced class and PAGA action mediator. In preparation for
17 mediation, the Parties agreed to a protocol for a production of documents and information before
18 mediation. Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, documents
19 and data that were necessary and helpful to evaluate the claims asserted in this action. Defendant produced a
20 statistically sound sample of time and pay records for the putative Class, Plaintiff’s personnel file and time
21 and pay records, and Defendant’s written employment policies in effect during the Class Period. Defendant
22 also provided information regarding the estimated number of current and formerly employed Class Members,
23 Aggrieved Employees, and PAGA Pay Periods.

24 9. In preparation for mediation, Plaintiff’s Counsel reviewed and analyzed all the information
25 Defendant provided, including the sample records and documents regarding Defendant’s wage-and-hour
26 policies. Plaintiff’s Counsel retained a statistics expert to analyze the sample records and prepare a damage
27 analysis prior to the mediation. The sample time and pay records analyzed contained 27,241 actual shifts
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1 worked (representing about 18% of total shifts worked in the Class Period), which allowed Plaintiff's expert
2 to prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual
3 investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses
4 asserted in the litigation. Accordingly, Plaintiff's Counsel was able to evaluate the probability of class
5 certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims.
6 Thus, Plaintiff's and his Counsel's familiarity with the facts of the case and the legal issues raised by the
7 pleadings allowed them to act intelligently in negotiating the Settlement.

8 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

9 10. On June 16, 2026, the Parties participated in a full day private mediation with Lonnie
10 Giamela, Esq. The negotiations were at arm's length and, although conducted in a professional manner,
11 were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of
12 the dispute, but each side was also prepared to litigate their position through trial and appeal if a
13 settlement had not been reached. After a full discussion regarding the strengths and weaknesses of
14 Plaintiff's claims and Defendant's defenses and with the assistance of the mediator, the Parties reached
15 a resolution, the material terms of which are set out in the Settlement.

16 11. In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the
17 proposed Settlement has been submitted to the LWDA along with a copy of Plaintiff's preliminary
18 approval motion and the hearing date. A true and correct copy of the LWDA's email confirming receipt
19 thereof is attached hereto as Exhibit 3. To date, the LWDA has not indicated any objection to the
20 Settlement.

21 KEY TERMS OF SETTLEMENT

22 12. GSA and Funding: The Gross Settlement Amount ("GSA") is \$500,000.00, subject to
23 potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.0.) Defendant
24 will separately pay their employer-side payroll taxes owed on the Wage Portion of Individual Class
25 Payments. (*Id.*) Defendant will fully fund the GSA and all employer payroll taxes owed on the Wage
26 Portions of the Individual Class Payments by transmitting such funds to the Administrator within fifteen (15)
27 calendar days of the Effective Date. (*Id.* at ¶ 4.0.)
28

1 13. Escalator Clause: The Settlement provides an escalator clause under which should the
2 number of Class Period Workweeks increase by more than 12.5% of the original estimate of 34,829, such
3 that the number of Workweeks in the Class Period exceeds 39,183, Defendant agrees to either 1) increase
4 the GSA by the percentage that the actual number of Workweeks exceeds 39,183, or 2) limit the Class Period
5 to the date on which the number of Workweeks reaches 39,183, in which case Defendant will not be required
6 to pay any additional amount. (*Id.* at ¶ 7.0.) Should the number of Workweeks exceed 39,183 and Plaintiff
7 elects to enforce the escalator clause, Defendant will have the right, in the exercise of its sole discretion, to
8 limit the Class Period. (*Id.*) Defendant agrees to be prepared to inform the Court of its election at the
9 Preliminary Approval Hearing. (*Id.*)

10 14. Class Representative Service Payment: The Settlement includes a payment up to \$7,500.00
11 payable from the GSA, subject to the Court's approval, to Plaintiff as the Class Representative, in addition
12 to the amount he is eligible to receive as a Class Member. (*Id.* at ¶¶ 1.13, 3.1.1.) This award is for initiating
13 and providing services in support of the Action. (*Id.* at ¶ 1.13.) In the event the award finally approved is
14 less, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.1.1.) There is no separate
15 individual settlement between the Parties.

16 15. Class Counsel Fees and Litigation Expenses Payments: The Settlement permits a fee application
17 of not more than one-third of the GSA (currently estimated to be \$166,666.67) for reasonable attorneys' fees,
18 plus reimbursement for actual litigation costs not to exceed \$22,000.00, payable to Class Counsel from the
19 GSA. (*Id.* at ¶ 3.1.2.) In the event the amounts finally approved are less, the difference will revert to
20 Participating Class Members. (*Id.*) To date, my firm has incurred \$14,378.59 in actual litigation costs, and a
21 true and correct copy of a report showing current costs is attached hereto as **Exhibit 4**.

22 16. Administration Expenses Payment: The Settlement provides an Administration Expenses
23 Payment to the Administrator, payable from the GSA, in an amount not to exceed \$8,750.00, except for
24 a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.1.3.) 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 ILYM Group, Inc.

1 (“ILYM”) as the neutral entity to administer this Settlement following a competitive bidding process.
2 (*Id.* at ¶¶ 1.1, 6.0.) A true and correct copy of ILYM’s bid of \$8,750.00 is attached hereto as **Exhibit 5**.

3 17. Aggrieved Employees; PAGA Period: Aggrieved Employees is defined as all current and
4 former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA
5 Period. (*Id.* at ¶ 1.31.) For purposes of Settlement, the “PAGA Period” is May 3, 2024, through August 16,
6 2026. (*Id.* at ¶ 1.29.)

7 18. PAGA Penalties; Individual PAGA Payments: The Settlement allocates \$50,000.00 from the
8 GSA for settlement of the Released PAGA Claims, which will be distributed 75% (\$37,500.00) to the LWDA
9 and 25% (\$12,500.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiff’s claims. (*Id.* at
10 ¶¶ 1.33, 3.1.5.) Each Aggrieved Employee will be entitled to a pro rata share of the 25% share of the PAGA
11 Penalties directly proportional to their number of PAGA Pay Periods. (*Id.* at ¶ 3.1.5.1.) This results in an
12 average Individual PAGA Payment of roughly **\$29.34** for each of the estimated 426 Aggrieved Employees
13 (\$12,500 / 426), and a PAGA Pay Period value of roughly **\$1.04** for each of the 12,042 estimated Pay Periods
14 in the PAGA Period (\$12,500 / 12,042).

15 19. Net Settlement Amount: After deducting the Class Representative Service Payment, the Class
16 Counsel Fees and Litigation Expenses Payments, the PAGA Penalties allocation, and the Administration
17 Expenses Payment from the GSA, in the amounts specifically approved by the Court, any difference in the
18 amounts requested and the amounts awarded will be allocated to the Net Settlement Amount for distribution
19 to Participating Class Members. (*Id.* at ¶¶ 1.26, 3.1.) Accordingly, the Net Settlement Amount will be *no less*
20 *than* **\$245,083.33** for an estimated Class of **429 individuals**.¹

21 20. Class Members/Period: The Settlement Class is defined as all current and former hourly-paid
22 or non-exempt employees of Defendant in California employed during the Class Period. (*Id.* at ¶ 1.3.)
23 For purposes of Settlement, the “Class Period” is September 2, 2023, through August 16, 2026. (Settlement,
24 ¶ 1.5.)

25 _____
26 ¹ The Net Settlement Amount was calculated by deducting the following from the \$500,000 GSA:
27 \$7,500.00 for the Class Representative Service Payment, up to \$8,750.00 for the Administration Expenses
28 Payment, \$50,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$166,666.67 for the
Class Counsel Fees Payment, and up to \$22,000.00 for the Class Counsel Litigation Expenses Payment.
(Settlement, ¶¶ 3.1–3.1.5.)

1 21. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a pro
2 rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks worked
3 during the Class Period. (*Id.* at ¶ 3.1.4.) The estimated **\$245,083.33** Net Settlement Amount results in an
4 average Individual Class Payment of roughly **\$571.29** for each of the estimated 429 Class Members
5 (\$245,083.33 / 429),² and a Workweek value of roughly **\$7.04** for each of the 34,829 estimated Workweeks
6 in the Class Period (\$245,083.33 / 34,829).

7 22. Tax Allocations: Individual Class Payments will be allocated as 20% as wages and 80% as
8 penalties and interest for tax purposes. (*Id.* at ¶ 3.1.4.1.) Aggrieved Employees assume full responsibility and
9 liability for any taxes owed on their Individual PAGA Payment. (*Id.* at ¶ 3.1.5.1.)

10 23. Disbursement and Uncashed Funds: Disbursement will occur within 14 days of completed
11 funding. (*Id.* at ¶ 4.1.) Class Members will not need to submit any claim form as a condition of receiving
12 individual settlement payments. (*Id.* at ¶ 3.0.) Any funds remaining uncashed after 180 days from issuance
13 will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member
14 or Aggrieved Employee thereby leaving no "unpaid residue" in accordance with the requirements of
15 California Code of Civil Procedure Section 384(b). (*Id.* at ¶¶ 4.1.1, 4.1.3.)

16 24. Released Class Claims by Participating Class Members: The "Released Class Claims" is limited
17 to any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees,
18 damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts
19 alleged in the Operative Complaint arising during the Class Period. (*Id.* at ¶ 5.1.)

20 25. Released PAGA Claims by PAGA Members and LWDA: The "Released PAGA Claims" is
21 limited to any and all claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged
22 or that reasonably could have been alleged based on the facts alleged in the Operative Complaint and
23 Plaintiff's PAGA Notice. (*Id.* at ¶ 5.2.)

24
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, ¶ 6.1.) The high and low range of payments will be provided to the Court in a motion for
final approval.

1 26. Plaintiff's Section 1542 Release: Under the Settlement, Plaintiff has agreed to a general release
2 of any and all claims related to his employment, including all claims alleged in the Action, and release of
3 rights pursuant to California Civil Code section 1542. (*Id.* at ¶ 5.0.)

4 27. Effective date of claims releases: The release of all claims will be effective only upon
5 Defendant's funding of the GSA and payment of all employer payroll taxes owed on the Wage Portion of
6 the Individual Class Payments. (*Id.* at ¶ 5.)

7 28. Released Parties: Defendant and each of its past, present, and future subsidiaries, parents,
8 affiliated and related companies, divisions, successors, predecessors, and assigns, and each of its past,
9 present, and future officers, directors, shareholders, partners, agents, attorneys, insurers, employees, advisors,
10 accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors, and assigns.
11 (*Id.* at ¶ 1.40.)

12 29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed
13 via first-class U.S. mail in English and Spanish to the current address of each Class Member. (*Id.* at ¶ 6.3.)
14 The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement, the
15 approximate amounts of attorneys' fees, costs, PAGA Penalties, and service award being sought, an
16 explanation of how the individual payments are calculated, the Final Approval Hearing information, the
17 procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members,
18 and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at ¶¶
19 6.3–6.5, Ex. A.)

20 30. No Related Actions: The Parties, Class Counsel, and Defense Counsel represent that they are
21 not aware of any other pending matter or action asserting claims that will be extinguished or affected by the
22 Settlement. (*Id.* at ¶ 2.7.)

23 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

24 31. Class Counsel have conducted a thorough investigation into the facts of this case. The
25 Settlement at issue was reached through arm's-length negotiations, private mediation, and the assistance
26 of an expert. Based on Defendant's class-wide discovery production, on Class Counsel's independent
27 investigation and evaluation, and on their extensive experience in wage-and-hour litigation, Class
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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 Class Counsel's review of the time, payroll, and additional data provided by Defendant, on Class Counsel's expert's analysis of the sample records provided by Defendant, and on information from Plaintiff, Class Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on a review of Defendant's records and the analysis performed, it is estimated that there are approximately 429 Class Members who collectively worked 34,829 Workweeks during the Class Period, and 426 Aggrieved Employees who collectively worked 12,042 PAGA Pay Periods during the PAGA Period. Additionally, there were an estimated 202 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, that Class Members' average hourly rate was \$25.60, and that the average regular hourly rate was \$26.20.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	34,829 Workweeks	\$26.20 average regular rate of pay	Based on expert analysis of records	\$35,638.05*
Unpaid Wages (Off the Clock)	34,829 Workweeks	\$25.60 average hourly rate	12,459 net unpaid hours (assuming 5 minutes per shift) (95.2% overtime)	\$47,077.08**
Meal Period Violations	34,829 Workweeks	\$25.60 average hourly rate	78,877 unique meal break violations	\$302,887.68*
Rest Period Violations	34,829 Workweeks	\$25.60 average hourly rate	74,481 rest break violations (assuming 50% break violations for shifts of at least 3.5 hours)	\$190,671.36**
Unreimbursed Business Expenses Violations	34,829 Workweeks	\$25.00 per month	Assumes \$25.00 per month	\$20,882.50**

Labor Code § 203	Based on approx. 202 terminated employees within the 3-year SOL	\$25.60 average hourly rate / 30- day max.	Assumes 9.5 hours / day	\$79,975.60***
Labor Code § 226	Based on approx. 426 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 12,042 pay periods within the 1-year SOL	\$59,145.00***
PAGA	Based on 12,042 pay periods within the 1-year SOL	\$100 per pay period	Based on 12,042 pay periods within the 1-year SOL	\$60,210.00***
Total				\$796,487.27
* 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. *** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits. ³				

33. Plaintiff's regular rate claim is based on allegations that Defendant failed to include non-discretionary bonuses in calculating Class Members' regular rate of pay, resulting in the underpayment of overtime, sick pay and meal period premiums. Based on the sample payroll records, Class Counsel and its data expert estimated \$204,407.00 in unpaid overtime, \$22,086.00 in unpaid sick pay and \$11,094.00 in unpaid meal period premiums, resulting in Defendant's estimated maximum potential liability of \$237,587.00. However, Defendant contends that employees were properly compensated and that any additional compensation was properly accounted for and that to the extent any bonuses were not incorporated into the regular rate of pay, such bonuses were discretionary. In light of these defenses, and for purposes of settlement, I discounted the maximum potential liability by 85%. **Plaintiff's realistic recovery estimate for the regular rate claim is therefore \$35,638.05.**

34. Plaintiff's unpaid wages claim is also 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

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 required to report to their work premises before the start of their scheduled shift each day to wait in line
2 at the fingerprint timekeeping machines and pass a safety inspection before proceeding to their
3 workstation. Therefore, Class Counsel estimated Class Members spent an average 5 minutes off the
4 clock per shift. Accordingly, Class Counsel and its data expert estimated Defendant failed to pay Class
5 Members for approximately 12,459 hours, 95.2% of which should have been paid at the overtime rate.
6 From this, and in light of the average hourly rate of \$25.60, Defendant's estimated maximum potential
7 liability is \$470,770.79. Defendant contends that all time worked was compensated and that off-the-
8 clock work is not permitted. Defendant also argues that this claim is improper for class treatment. I
9 acknowledge that "off-the-clock" claims may be difficult to try on a class-wide basis because
10 individualized evidence may be required to establish whether and to what extent Class Members
11 performed uncompensated work. In light of these defenses, and for purposes of settlement, I discounted
12 the maximum potential liability by 90%. **Plaintiff's realistic recovery estimate for the unpaid wages**
13 **claim due to off-the-clock work is therefore \$47,077.08.**

14 35. Plaintiff's meal period claim is based on allegations that Defendant did not provide or
15 maintain sufficient meal period practices, such that Class Members were not always permitted or able to
16 take meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without
17 compensation in lieu thereof. The sample of time and corresponding payroll records for the putative
18 Class indicated that Defendant either failed to provide a meal period or provided a short and/or untimely
19 meal period 78,877 times throughout the Class Period, resulting in a 53.5% violation rate. Class Counsel
20 and its data expert then calculated that, in light of these violations and the average hourly rate of \$25.60,
21 Defendant had a potential liability of \$2,019,251.20 (78,877 unique violations x \$25.60 avg. hourly rate).
22 Defendant nonetheless contends that it provided legally compliant meal periods and paid any premiums
23 owed and further contends that this claim is not appropriate for class-wide treatment. Moreover,
24 certification and proof of this claim could require individualized evidence regarding the circumstances
25 of each Class Member's meal period. In light of these defenses, and for purposes of settlement, Class
26 Counsel believe it reasonable to apply an 85% discount to the potential liability. **Plaintiff's realistic**
27 **recovery estimate for the meal period claim is therefore \$302,887.68.**

1 36. The rest break claim is based on the allegation that Defendant did not provide or maintain
2 sufficient rest break practices, such that Class Members were regularly required to work in excess of
3 four consecutive hours, or a major fraction thereof, without authorization or permission to take a ten-
4 minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The precise
5 number of rest break violations could not be calculated since Defendant neither documented, nor is
6 required to document, when Class Members took their rest breaks. Therefore, in preparation for
7 mediation, Class Counsel assumed a 50% violation rate for shifts of at least 3.5 hours in length and,
8 based on the average hourly rate of \$25.60, calculated Defendant's potential liability to be \$1,906,713.60
9 (74,481 unique rest break violations x \$25.60 per hour). Defendant nonetheless contends that rest
10 periods do not have to be recorded, that it provided legally compliant rest periods, and, significant for
11 purposes of class certification, that this claim is individualized in nature. In light of these defenses, and
12 for purposes of settlement, I discounted Defendant's potential liability by 90%. **Plaintiff's realistic**
13 **recovery estimate for the rest break claim is therefore \$190,671.36.**

14 37. The unreimbursed business expenses claim is based on the allegation that Defendant did not
15 reimburse Class Members for all expenses incurred in direct consequence of the discharge of duties,
16 including expenses incurred for the purchase of personal protective equipment, including steel toe and
17 non-slip safety boots, maintenance of their uniforms, and use of their personal cellphones for work
18 purposes. The precise value of all necessary business expenses Class Members incurred could not be
19 calculated. Therefore, in preparation for mediation, Class Counsel estimated Defendant owed
20 approximately \$25.00 a month to each Class Member and that Defendant's potential liability is
21 \$208,825.00. Defendant contends it complied with all its reimbursement obligations and further
22 contends that the reimbursement claim would be difficult to certify given the individualized nature of
23 this claim. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential
24 liability by 90%. **Plaintiff's realistic recovery estimate for the unreimbursed expenses claim is**
25 **therefore \$20,882.50.**

26 38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
27 estimates Defendant's maximum potential liability, prior to risk-adjustment, is **\$3,986,612.00**, which
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breaks down as follows: **\$1,599,512.00** for waiting time penalties for approximately 202 terminated Class Members in the 3-year SOL; a **\$1,182,900.00** penalty for inaccurate wage statements based on approximately 426 employees and 12,042 pay periods within the 1-year SOL; and **\$1,204,200.00** for PAGA penalties based on 12,042 PAGA Pay Periods and the Court assessing a \$100 penalty for each pay period containing a violation. However, I believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties and given Defendant's defenses, including without limitation, that any failure to pay all final wages at the time of separation was not willful or intentional and that to the extent Class Members received wage statements that were allegedly inaccurate, Class Members suffered no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore, considering the underlying wage claims are realistically estimated to be \$597,156.67, awarding such a disproportionate amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty (resulting in **\$79,975.60** for waiting time penalties, **\$59,145.00** for inaccurate wage statement penalties, and **\$60,210.00** for PAGA penalties) and **accordingly arrived at a realistic recovery estimate of \$199,330.60 for statutory and civil penalties.**

39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all claims, including penalties, is \$796,487.27.** This means **the \$500,000.00 gross settlement figure represents about 63% of the total realistic recovery.** This is an excellent result for the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being able to recover anything.

40. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation, Defendant has had to hire legal counsel, engage in class-wide discovery, and participate in mediation. Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming final

1 settlement approval is granted. (Settlement, ¶ 3.1.5.) Not including its own attorneys' fees and costs as
2 well as the employer's share of payroll taxes, Defendant will pay no less than \$500,000.00 to resolve
3 this matter—of which \$50,000.00 is allocated toward the PAGA claims and will be distributed, in
4 compliance with Labor Code section 2699 as 75% (\$37,500.00) to the LWDA and 25% (\$12,500.00) to
5 Aggrieved Employees—and the PAGA release obtained under the Settlement does not preclude
6 Aggrieved Employees from pursuing any individual claims they may have against Defendant or the other
7 Released Parties solely by virtue of their status as Aggrieved Employees. Moreover, Class Counsel are
8 of the opinion that because the issues here are fairly contested, there is a possibility of the Court not
9 awarding the PAGA penalties even if Plaintiff prevailed on the merits due to the largely discretionary
10 nature of awarding PAGA penalties. In other words, were this matter to go to trial, any award granted
11 would be at the discretion of the Court and subject to a substantial reduction.

12 41. Further, Class Counsel took into account the risk of not being able to proceed on a
13 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
14 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties
15 and in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff
16 would be successful at trial, assuming he is first able to certify the claims and defeat the manageability
17 issues presented at litigation, Plaintiff could be awarded substantially less than what was obtained
18 through the Settlement. In sum, the \$50,000.00 PAGA Penalties allocation under the Settlement
19 constitutes genuine and meaningful relief.

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

25 43. The Settlement obviates the significant risk that this Court may deny certification of all or
26 some of Plaintiff's claims. Class Counsel took into account the risk of not prevailing at trial due to low
27 or no participation by Class Members. Indeed, the individualized and testimony-intensive nature of the
28

claims could bar manageability of the representative claims or otherwise significantly reduce any recovery whatsoever. For example, the rest period and unreimbursed expense claims are testimony-driven claims and assume a 50% and 100% violation rate, respectively, which would not likely be demonstrated at trial, as it assumes either the participation of a majority or all employees (which would be difficult given the reality that many, if not all, employees would be unwilling to participate due to fear of retaliation), or alternatively, the use of surveys or statistical data as a surrogate (which would still require the participation of a majority of employees to establish a sound representation of all non-exempts). Even assuming employees would be willing to participate, obtaining declarations would potentially reveal that each individual employee had a different experience.

44. Furthermore, even if Plaintiff was able to pursue his claims on a class-wide basis and obtain certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class. As a result, the Parties would incur considerably more attorneys' fees and costs through trial. In sum, this Settlement avoids the risks, burdens, and the accompanying expense of further litigation.

45. The proposed \$500,000.00 Settlement represents a substantial recovery when compared to the reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic range of outcomes of the litigation"].)

THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

46. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff provided valuable information regarding his hours worked, and what duties were performed during those hours.

1 Plaintiff also provided information regarding meal periods taken and missed by Plaintiff and other Class
2 Members. Plaintiff participated in decisions concerning this action, assisted in preparation for the mediation,
3 and provided my office with the names and contact information of potential witnesses in this action. Before
4 we filed this case, Plaintiff worked with my office to determine the viability of his claims. Plaintiff also
5 provided information and documents relating to his employment by Defendant. The information and
6 documentation provided by Plaintiff was instrumental in establishing the wage-and-hour violations alleged
7 in this action, and the recovery provided for in the Settlement would have been impossible to obtain without
8 his participation.

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

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

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

26 MY EXPERIENCE AND QUALIFICATIONS

27 50. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount
28

1 Law School in 2006. I became an Active Member of the State Bar of California in June 2007 and have
2 been an Active Member in good standing continuously since then. I have been selected to Super Lawyers
3 each year from 2019 to 2023.

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

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

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

1 Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long
2 Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and
3 **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate
4 with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)).
5 Accordingly, my current billing rate of \$950.00 per hour is reasonable.

6 54. I am experienced in prosecuting and defending employment matters, particularly class
7 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice
8 on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel
9 for other wage-and-hour class action lawsuits pending in various California counties, including in state
10 and federal courts. The following is a list of some of our recent class action settlements that have received
11 preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size
12 approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class
13 size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size
14 approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size
15 approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx.
16 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead
17 counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead
18 counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class
19 members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No.
20 CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in
21 approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show that the
22 attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current
23 rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No.
24 BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No.
25 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.*
26 (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No.
27 BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No.
28

1 BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No.
2 BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC*
3 (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No.
4 BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No.
5 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC*
6 (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

7 ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

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

18 57. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual hourly rate in wage
19 and hour litigations. Based on Mr. Feghali's 12 years of experience out of law school, his Laffey Matrix
20 rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (See
21 Exh. 6.) As compared to the Laffey Matrix rate and when considering his significant wage-and-hour class
22 action experience, Mr. Feghali's billing rate of \$900 per hour is reasonable.

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

- 26 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath*
27 *Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order
28

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

S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS

60. S. Phillip Song is a Senior Attorney at my office. He received his undergraduate degree in 2006 from the University of Houston, graduating cum laude with a Communications B.A. and

1 minor in Accounting. Mr. Song earned his Juris Doctor degree in 2011 from the University of
2 Houston Law Center. Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is
3 presently admitted to practice in all state courts of California (admitted in 2019), and before all
4 federal district courts in California.

5 61. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and
6 employment law. Mr. Song has worked on numerous class action cases and representative actions
7 that have been granted final approval, including *Paez et al. v. C&R Restaurant Group, LP*, Kern
8 County Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health,*
9 *Inc.*, San Luis Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community*
10 *Playgrounds, Inc.*, Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States*
11 *Petroleum, Inc.*, Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v.*
12 *Wilmar Oils & Fats (Stockton), LLC*, San Joaquin County Superior Court, Case No. STK-CV-
13 UOE-2018-0012758; *Garcia v. Continental Intermodal Group LP dba CIG Logistics*, Kern County
14 Superior Court, Case No. BCV-19-102776; *Tourchette adv. Finelite, Inc.*, Alameda County
15 Superior Court, Case No. RG19022885; *Touch v. Presidio Components, Inc.*, Kern County Superior
16 Court, Case No. BCV-20-101005; *Johnston v. Environmental Logistics, Inc.*, Kern County Superior
17 Court, Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste Minimization, Inc.*, Kern
18 County Superior Court, Case No. BCV-19-102248-SDS; *Priess v. Fiore Management LLC dba*
19 *Canndescent*, Kern County Superior Court, Case No. BCV-20-100930; *Alcantar v. Bay Equity LLC,*
20 *Marin County Superior Court*, Case No. CIV1903376; *Spier v. Gibbs International, Inc.*, Kern
21 County Superior Court, Case No. BCV-19-101774-DRL; *Borghi v. Goldco Direct LLC dba Goldco*
22 *Precious Metals*, Ventura County Superior Court, Case No. 56-2019-00533053-CU-OE-VTA;
23 *Williams v. Aetna, Inc., et al.*, Alameda County Superior Court, Case No. RG19004083; *Singh v.*
24 *Ryzen*, Alameda County Superior Court, Case No. RG19039158; *Hoshaw v. Sutherland*
25 *Healthcare*, Los Angeles County Superior Court, Case No. 19STCV33165; *Hart v. Zazzle, Inc.*,
26 San Mateo County Superior, Court Case No. 20-CIV-01321; *Stacy v. Branded Group, Inc.* Kern
27 County Superior Court, Case No. BCV-21- 100443-BCB; *Angeles v. iKrusher, Inc.*, Los Angeles
28

1 County Superior Court, Case No. MSC20-01312, *Zuniga v. Central Valley Concrete, Inc.*, Merced
2 County Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power Services Corp.*, Merced
3 County Superior Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A Distributors*, San
4 Bernardino County Superior Court, Case No. CIVDS1938970; *Bandril v. Plastikon Industries*,
5 Alameda County Superior Court, Case No. RG19038227; *Williams v. National Construction*
6 *Rentals, Inc.*, Alameda County Superior Court, Case No. RG20075904; *Pho v. Kruger Foods, Inc.*,
7 San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0002099; *Collins v. Mobile*
8 *Medical Examination Services, LLC dba MEDXM*, Orange County Superior Court, Case No. 30-
9 2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC, et al.*, San Bernardino County
10 Superior Court, Case No. CIVDS1915438 (Consolidated with Case No. CIVDS2023661); *Weber*
11 *v. Sunrise Medical (US) LLC*, Merced County Superior Court, Case No. 20CV-01461 (Consolidated
12 with Case No. 20CV-01707); *Flores v. Rivermaid Trading Company*, San Joaquin County Superior
13 Court, Case No. STK-CV-UOE-2020-0008623; *Guzman v. Bentley Mills, Inc.*, Los Angeles County
14 Superior Court, Case No. 20PSCV00789; and *Ferrara v. South Coast Winery, Inc.*, Riverside
15 County Superior Court, Case No. CVRI2101920 (Consolidated with Case Nos. CVRI2102449 and
16 MCC2001498).

17 62. Mr. Song is currently handling multiple class action and PAGA matters. Mr. Song's
18 current billing rate is \$775.00 per hour, which is his usual hourly rate in wage and hour litigations.
19 Based on Mr. Song's 14 years of experience, his Laffey Matrix rate with a 2.5% adjustment is
20 \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.5% x \$1,019)). (See Ex. 6.) As compared to the
21 Laffey Matrix rate and when considering his experience, Mr. Song's billing rate of \$775.00 per
22 hour is reasonable.

23 MICAELA DE GUZMAN'S EXPERIENCE AND QUALIFICATIONS

24 63. Micaela L. De Guzman is an associate attorney at Moon Law Group, PC and represents
25 employees in all aspects of employment litigation, including wage-and-hour class actions and
26 PAGA representative actions involving claims related to overtime and minimum wages, meal and
27 rest break violations, improper wage statements, and unfair business practices.

1 64. Ms. De Guzman earned her Juris Doctor from Ateneo de Manila University School of
2 Law and her Master of Laws (LL.M.) in Privacy Law, Cybersecurity, and Artificial Intelligence
3 from the University of Southern California Gould School of Law. She is a Certified Information
4 Privacy Manager (CIPM) and a Certified Information Privacy Professional/Europe (CIPP/E). She
5 became an Active Member of the State Bar of California in November 2025 and has been an Active
6 Member in good standing continuously since. She is also licensed to practice law in the Philippines.

7 65. Before joining Moon Law Group, Ms. De Guzman served as Legal Counsel at SAP in
8 Australia and New Zealand, supporting commercial transactions. She also served as Legal and Data
9 Privacy Officer at Brankas, a fintech company in Southeast Asia, where she led legal strategies on
10 open finance and cross-border compliance. Earlier in her career, she practiced litigation and
11 corporate law in the Philippines, representing clients in civil, labor, and construction disputes. She
12 has also volunteered with various human rights initiatives. Ms. De Guzman is fluent in English and
13 Filipino.

14 66. Ms. De Guzman's billing rate is \$550.00 per hour. Based on Ms. De Guzman's less than
15 one year of experience, her Laffey Matrix rate with a 2.53% adjustment is \$520.85 per hour (\$508
16 Laffey Matrix rate + (2.53% x \$508)). (See Ex.6.) As compared to the Laffey Matrix rate and when
17 considering her experience, an hourly rate of \$550.00 is reasonable.

18 CLASS COUNSEL’S EXPERIENCE AND QUALIFICATIONS

19 67. As demonstrated by the foregoing, my office is qualified to handle this litigation because
20 we are experienced in litigating Labor Code and Wage Order violations in individual, class, and
21 representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in
22 numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion for
23 settlement approval. Including myself, Moon Law Group, PC is comprised of approximately 35
24 attorneys, all of whom are actively and continuously practicing employment litigation, representing
25 almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior
26 Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal
27 courts. The attorneys at my firm have a high level of skill and knowledge in wage-and-hour class actions,
28

1 PAGA representative actions, and labor and employment law generally, the substantive (state and
2 federal) and procedural law of which is frequently evolving.

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

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

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

18 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

19 71. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to
20 one-third of the GSA (i.e., currently \$166,666.67, subject to potential increase under the escalator
21 clause), and litigation costs up to \$22,000.00. (Settlement, ¶ 3.1.2.) The proposed award of attorneys'
22 fees can be justified under either the lodestar method or the percentage/common-fund recovery method.
23 However, we base the proposed fees award on the percentage method, as many of the entries in the time
24 records will have to be redacted to preserve attorney-client and attorney work product privileges.

25 72. I am informed and believe that the fees and costs provision in the Settlement is reasonable.
26 The fee percentage requested is less than that charged by my office for most employment cases.

1 Moreover, my office invested significant time and resources into the case, with payment deferred to the
2 end of the case, and then, of course, contingent on the outcome.

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

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

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

23 76. As of the drafting of this motion, my office has incurred \$14,378.59 in expenses litigating
24 this action, and we anticipate accruing additional costs up to final approval. (*See* Ex. 4.) These expenses
25 were reasonably necessary to the litigation and were actually incurred by my office. Moreover, because
26 total litigation costs are below the maximum amount allowed under the Settlement, any difference
27 between the amount requested and the amount awarded will be allocated to the Net Settlement Amount
28

1 for distribution to Participating Class Members. (Id. at ¶ 3.1.2.) Therefore, our costs should be
2 reimbursed in full.

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

- 6 (a) Numerous interviews with Plaintiff and review of documents provided by him;
- 7 (b) Legal research and investigation regarding Defendant's business and
8 employment practices at numerous points in the litigation;
- 9 (c) Preparation and submission of Plaintiff's PAGA notice;
- 10 (d) Preparation of multiple drafts of the original class action complaint and
11 subsequent first amended complaint, as well as finalization and filing of said
12 complaints and amendments;
- 13 (e) Informal discovery activity;
- 14 (f) Extensive "meet and confer" correspondence and discussions with Defense
15 Counsel regarding the mediation and to obtain relevant documents and
16 information through informal discovery;
- 17 (g) Research and preparation of Plaintiff's mediation brief;
- 18 (h) Analysis of the discovery production and preparation of a damages model with
19 the aid of a data expert;
- 20 (i) Attendance and active participation at a full-day mediation;
- 21 (j) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class
22 Notice;
- 23 (k) Preparation of the motion for preliminary approval and the accompanying
24 filings;
- 25 (l) Anticipated preparation for and attendance at the preliminary approval hearing;
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- 1 (m) Anticipated conferring with Defense Counsel and the Administrator regarding
2 the Class Notice mailing, Class responses, and preliminary and final
3 calculations;
- 4 (n) Anticipated preparation, finalization, filing, and service of a motion for final
5 approval and accompanying filings;
- 6 (o) Anticipated preparation for and anticipated attendance at the final approval
7 hearing, and then monitoring of the distribution of funds following final
8 approval; and
- 9 (p) Anticipated responding to Class Member inquiries and communicating with
10 Plaintiff regarding the case.

11 78. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint
12 resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less*
13 *than* \$500,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am
14 informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order
15 violations alleged in the Operative Complaint would have gone completely unremedied.

16 I declare under penalty of perjury under the laws of the State of California and the United States
17 that the foregoing is true and correct. Executed on October 1, 2026, at Los Angeles, California.

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19 _____
Kane Moon
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