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Attorneys for Plaintiffs Marcos Perez and Brian S. Gonzalez

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

MARCOS PEREZ and BRIAN S. GONZALEZ,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

vs.

PACIFIC AG RENTALS, LLC, a limited liability
company; STAR SANITATION, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 25CV002953

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Marcos Perez, the Declaration of
Brian S. Gonzalez, the Declaration of Sean
Hartranft, and [Proposed] Preliminary Approval
Order]*

PRELIMINARY APPROVAL HEARING:

Date: November 6, 2026

Time: 8:32 a.m.

Dept.: 15

Judge: Hon. Thomas W. Wills

Action Filed: June 10, 2025

Trial Date: Not set

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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 Marcos Perez (“Plaintiff Perez”) and Plaintiff Brian S. Gonzalez (“Plaintiff Gonzalez”, together with Plaintiff Perez, the “Plaintiffs”), 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”). Plaintiffs seek to represent a combined class consisting of: (a) all current and former hourly-paid, non-exempt employees who worked for Star Sanitation, LLC, (“Defendant Star”) in California at any time during the Star Class Period (the "Star Sanitation Settlement Class"); and (b) all current and former hourly-paid, non-exempt employees of Defendant Pacific AG Rentals, LLC, (“Defendant PAR”, together with Defendant Star, the “Defendants”) (together with Plaintiffs, the “Parties”) who worked for Pacific AG Rentals, in California at any time during the PAR Class Period (the "PAR Settlement Class"), 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 PAR is an agricultural vehicle and equipment rental that operates throughout California. Defendant Star is a wholly owned subsidiary of Defendant PAR and operates out of the same location, and rents out portable restrooms, and temporary fencing for use at construction sites, agricultural fields, residential areas, and special events. Defendants employed Plaintiffs and other non-exempt, hourly-paid employees during the Class Period. Plaintiffs contend that they and their coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

4. Plaintiffs' claim for unpaid minimum and overtime wages stem from allegations that Defendants failed to compensate Plaintiffs and others for off-the-clock work and failed to incorporate

1 all remuneration into employees' regular rate of pay for purposes of paying overtime, meal premium, or
2 sick pay. Plaintiffs' meal and rest period claims are based on allegations that due to the nature of their work,
3 Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that
4 Defendants did not pay all premium wages for non-compliant breaks. Plaintiffs further bring a claim for
5 unreimbursed necessary business expenses based on allegations that Class Members were required to use
6 their personal cellphone for work purposes, and purchase items, such as water. Finally, Plaintiffs also bring
7 derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil
8 penalties under PAGA.

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

15 6. Pursuant to PAGA, on June 7, 2025 and April 16, 2026, Plaintiff Perez and Plaintiff
16 Gonzalez, respectively, gave written notices to the California Labor and Workforce Development Agency
17 (the "LWDA") of the alleged Labor Code violations, with certified mail service on Defendants, and paid the
18 required filing fee. True and correct copies of Plaintiffs' PAGA Notices are attached hereto as **Exhibit 2**. On
19 August 22, 2025, Plaintiff Perez timely filed a First Amended Class and Representative Action Complaint
20 to add a ninth cause of action for civil penalties under PAGA. On May 15, 2026, Defendant Star was added
21 as a named defendant via Amendment to Complaint by Substitution. On May 8, 2026, Plaintiffs filed a
22 Second Amended Class and Representative Action Complaint ("Operative Complaint"), adding Brian S.
23 Gonzalez as a named Plaintiff. In compliance with Labor Code section 2699(s)(1), Plaintiffs subsequently
24 submitted to the LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned
25 case number. To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene
26 in this Action.

27 7. Defendants ardently oppose the merits of this case and deny Plaintiffs' factual allegations.
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1 Defendants assert that they complied with all of their compensation obligations, including compensating
2 Class Members for any and all off-the-clock work and overtime work, and therefore, Plaintiffs and other
3 Class Members were paid all wages owed. Defendants argue that they did not fail to incorporate any non-
4 discretionary bonuses into the regular rate of pay for purposes of paying overtime, meal premium, or sick
5 pay, and that the remunerations at issue were discretionary bonuses. Defendants maintain compliance with
6 all of their meal and rest period obligations. Defendants assert that they complied with all of their
7 reimbursement obligations, and that Plaintiffs and other employees were compensated for any and all
8 business expenses necessarily incurred. To the extent employees received wage statements that were
9 allegedly inaccurate, Defendants assert employees suffered no actual damage or harm as a result. (*See, e.g.,*
10 *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 [“A
11 plaintiff must adequately plead an injury arising from an employer’s failure to provide full and accurate wage
12 statements, and the omission of the required information alone is not sufficient.”].) With respect to Plaintiffs’
13 claim for waiting time penalties, Defendants allege their good-faith belief that they paid all wages precludes
14 the imposition of waiting time penalties since Plaintiffs cannot prove Defendants’ alleged failure to pay all
15 final wages at the time of separation was “willful.” (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14,
16 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others,
17 Defendants deny all of Plaintiffs’ claims and allegations, and further claims they did not engage in any unfair
18 business practices and deny liability under PAGA. Defendants also maintain that the claims are improper for
19 class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that
20 could bar class certification or significantly reduce Defendants’ overall liability.

21 DISCOVERY AND INVESTIGATION

22 8. The Parties agreed to mediate this action with Lonnie D. Giamela, Esq., an experienced
23 class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
24 production of documents and information before mediation. Prior to mediation, Plaintiffs obtained from
25 Defendants, through informal discovery, documents and data that were necessary and helpful to evaluate the
26 claims asserted in this action. Defendants produced a statistically sound sample of time and pay records for
27 approximately 31% of the putative Class, Plaintiffs’ personnel file and time and pay records, and Defendants’
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1 written employment policies and employee handbook in effect during the Combined Class Period.
2 Defendants also provided information regarding the estimated number of current and formerly employed
3 Class Members, Aggrieved Employees, and PAGA Pay Periods.

4 9. In preparation for mediation, Plaintiffs' Counsel reviewed and analyzed all the information
5 Defendants provided, including the sample records and documents regarding Defendants' wage-and-hour
6 policies. Plaintiffs' Counsel retained a statistics expert to analyze the sample records and prepare a damage
7 analysis prior to the mediation. The sample time and pay records analyzed contained 30,655 actual shifts
8 worked (representing roughly 36% of total shifts worked in the Class Period), which allowed Plaintiffs'
9 expert to prepare an analysis with a high degree of certainty. In conjunction with their extensive factual
10 investigation, Plaintiffs' Counsel also investigated the applicable law regarding the claims and defenses
11 asserted in the litigation. Accordingly, Plaintiffs' Counsel was able to evaluate the probability of class
12 certification, success on the merits, and Defendants' maximum and realistic monetary exposure for all claims.
13 Thus, Plaintiffs' and their Counsel's familiarity with the facts of the case and the legal issues raised by the
14 pleadings allowed them to act intelligently in negotiating the Settlement.

15 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

16 10. On May 28, 2026, the Parties participated in a full day of private mediation with Lonnie
17 D. Giamela, Esq. The negotiations were at arm's-length and, although conducted in a professional manner,
18 were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the
19 dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had
20 not been reached. After a full discussion regarding the strengths and weaknesses of Plaintiffs' claims and
21 Defendants' defenses and with the assistance of the mediator, the Parties reached a resolution, the material
22 terms of which are set out in the Settlement.

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

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1 Class Members. (*Id.*) To date, my firm has incurred \$14,038.43 in actual litigation costs, and a true and
2 correct copy of a report showing current costs is attached hereto as **Exhibit 4**.

3 16. **Administration Expenses Payment:** The Settlement provides an Administration Expenses
4 Payment to the Administrator, payable from the GSA, in an amount not to exceed \$7,990.00, except for a
5 showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) In the event the amount of actual
6 administration costs is less and/or the amount approved by the Court is less than requested, the difference
7 will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected APEX Class Action
8 Administration (“APEX”) as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.2, 7.1.) A true and
9 correct copy of APEX’s bid of \$7,990.00 is attached hereto as **Exhibit 5**.

10 17. **Aggrieved Employees; PAGA Period:** Aggrieved Employees is defined as all current and
11 former hourly-paid, non-exempt employees of Defendants who worked for Defendants in California at any
12 time during the PAGA Period. (*Id.* at ¶ 1.4.) For purposes of Settlement, the “PAGA Period” means the
13 period from June 10, 2024, through August 15, 2026. (*Id.* at ¶ 1.38.)

14 18. **PAGA Penalties; Individual PAGA Payments:** The Settlement allocates \$25,000.00 from
15 the GSA for settlement of the Released PAGA Claims, which will be distributed 65% (\$16,250.00) to the
16 LWDA and 35% (\$8,750.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiffs’ claims.
17 (*Id.* at ¶¶ 1.37, 3.2.5.) Each Aggrieved Employee will be entitled to a pro rata share of the 35% share of the
18 PAGA Penalties directly proportional to their number of PAGA Pay Periods worked during the PAGA
19 Period. (*Id.* at ¶ 3.2.5.a.) This results in an average Individual PAGA Payment of roughly **\$40.14** for each of
20 the estimated 218 Aggrieved Employees (\$8,750.00 / 218), and a PAGA Pay Period value of roughly **\$1.56**
21 for each of the 5,610 estimated Pay Periods in the PAGA Period (\$8,750.00 / 5,610).

22 19. **Net Settlement Amount:** It is the Gross Settlement Amount, less the following payments in
23 amounts as approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class
24 Representative Enhancement Awards, Class Counsel Fees Payment, Class Counsel Litigation Costs
25 Payment, and Administration Expenses Payment. (*Id.* at ¶ 1.31.) The remainder is to be paid to Participating
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Class Members through Individual Class Payments. (*Id.*) Accordingly, the Net Settlement Amount will be no less than **\$260,343.33** for an estimated Class of **271 individuals**.¹

20. Combined Settlement Class /Combined Class Period: The Combined Settlement Class consisting of (a) all current and former hourly-paid, non-exempt employees who worked for Star Sanitation, LLC, in California at any time during the Star Class Period (the "Star Sanitation Settlement Class"); and (b) all current and former hourly-paid, non-exempt employees of Defendant Pacific AG Rentals, LLC, who worked for Pacific AG Rentals, in California at any time during the PAR Class Period (the "PAR Settlement Class"). (*Id.* at ¶ 1.6.) For purposes of Settlement, the "Combined Class Period" means the Star Class Period (from June 10, 2021, through August 15, 2026) and PAR Class Period (from January 5, 2025, through August 15, 2026), collectively. (*Id.* at ¶¶ 1.14-1.16.)

21. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks worked during the Class Period. (*Id.* at ¶ 3.2.4.) The estimated **\$260,343.33** Net Settlement Amount results in an average Individual Class Payment of roughly **\$960.68** for each of the estimated 271 Class Members ($\$260,343.33 / 271$),² and a Workweek value of roughly **\$14.30** for each of the 18,210 estimated Workweeks in the Class Period ($\$260,343.33 / 18,210$).

22. Tax Allocations: 20% of each Participating Class Member's Individual Class Payment shall be allocated to settlement of wage claims (the "Wage Portion"). (*Id.* at ¶ 3.2.4.a.) 80% of each Participating Class Member's Individual Class Payment shall be allocated to settlement of claims for penalties and interest (the "Non-Wage Portion"). (*Id.*) Individual PAGA Payments shall be treated as 100% penalties for tax purposes. (*Id.* at ¶ 3.2.5.a.)

¹ The Net Settlement Amount was calculated by deducting the following from the \$500,000.00 GSA: \$7,500.00 each for the Class Representative Enhancement Awards, up to \$7,990.00 for the Administration Expenses Payment, \$25,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$166,666.67 for the Class Counsel Fees Payment, and up to \$25,000.00 for the Class Counsel Litigation Costs Payment. (Settlement, ¶¶ 3.2–3.2.5.)

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. (*Id.* at ¶ 4.2.) The high and low range of payments will be provided to the Court in a motion for final approval.

1 23. Disbursement and Uncashed Funds: Disbursement will occur within 14 days of completed
2 funding. (*Id.* at ¶ 4.4.) Class Members will not need to submit any claim form as a condition of receiving
3 individual settlement payments. (*Id.* at ¶ 3.1.) For any Class Member whose Individual Class Payment and/or
4 Individual PAGA Payment is uncashed after 180 days after the date of mailing (the “Void Date”), the
5 Administrator shall cancel those checks and transmit the funds represented by such checks in accordance
6 with the requirements of California Code of Civil Procedure section 384(b). (*Id.* at ¶¶ 4.4.1, 4.4.3.)
7 Specifically, the uncashed funds shall be transmitted to Rancho Ciello as the Cy Pres recipient, as approved
8 by the Court. (*Id.* at ¶ 4.4.3.) A Participating Class Member and/or Aggrieved Employee's failure to negotiate
9 or receive their check shall nevertheless remain bound by the Settlement and the releases contained herein.
10 (*Id.*) Accordingly, the Parties' respective counsel attest that there will be no "unpaid residue" subject to the
11 requirements of California Code of Civil Procedure section 384, subdivision (b). (*Id.*) Rancho Ciello is a
12 nonprofit organization dedicated to providing high school education, vocational and career training,
13 counseling, life-skills development, and employment support in a safe and supportive environment to at-risk
14 youth in Monterey County. (*See* About Rancho Ciello, <https://www.ranchocielloyc.org/> [last visited August
15 27, 2026].)

16 24. Released Class Claims: All Participating Class Members, on behalf of themselves and their
17 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
18 assigns, release the Released Parties from all claims that were alleged in the Operative Complaint or that
19 reasonably could have been alleged based solely on the facts asserted therein. (*Id.* at ¶ 5.2.) The Released
20 Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social
21 security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable
22 as a matter of law or public policy, and any claims arising outside the Combined Class Period. (*Id.*)

23 25. Released PAGA Claims: Plaintiffs and the LWDA are deemed to release, on behalf of
24 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,
25 successors, and assigns, the Released Parties from all claims for PAGA civil penalties which were alleged,
26 or reasonably could have been alleged, in Plaintiffs' respective PAGA Notices to the LWDA and in the
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Operative Complaint. (*Id.* at ¶ 5.3.) The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period. (*Id.*)

26. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code section 1542. (*Id.* at ¶ 5.1.1.)

27. Effective date of claims releases: The released claims shall become effective upon entry of the Court's Final Approval Order and Defendants' full funding of the Gross Settlement Amount and their employer-share of payroll taxes. (*Id.* at ¶ 5.4.)

28. Released Parties: means: Defendants, together with each of their respective former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives. (*Id.* at ¶ 1.44.)

29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed via first-class U.S. mail in English and Spanish to the current address of each Class Member. (*Id.* at ¶ 7.3.2.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement, the estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of any Workweeks and PAGA Pay Periods used to calculate these amounts, the Final Approval Hearing information, the procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members, and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at ¶¶ 7.3.2, 7.4, 7.6-7.7.5, Ex. A.)

30. No Related Actions: The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. (*Id.* at ¶ 2.11.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

31. Plaintiffs' Counsel have conducted a thorough investigation into the facts of this case. As previously noted, the Settlement at issue was reached through arm's-length negotiations, private mediation, and the assistance of a statistics expert. Based on Defendants' informal class-wide discovery production, on Plaintiffs' Counsel's independent investigation and evaluation, and on their extensive experience in wage-

and-hour litigation, Plaintiffs' 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 Defendants may assert both to certification and on the merits, the Settlement is in the best interest of the Class and LWDA.

32. Based on Plaintiffs' Counsel's review of the time, payroll, and additional data provided by Defendants, on Plaintiffs' expert's analysis of the sample records provided by Defendants, and on information from Plaintiffs, Plaintiffs' Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendants faced. Based on a review of Defendants' records, it is estimated that there are approximately 271 Class Members who collectively worked 18,210 Workweeks as of the date of mediation (May 28, 2026), and 218 Aggrieved Employees who collectively worked 5,610 PAGA Pay Periods during the PAGA Period. (*Id.* at ¶ 8.) Additionally, there were an estimated 108 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, that Class Members' average hourly rate was \$26.45, and that the average regular hourly rate was \$26.67.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	18,210 Workweeks	\$26.67 average regular rate	Based on Expert Analysis of Records	\$20,082.75*
Unpaid Wages (Off the Clock)	18,210 Workweeks	\$26.45 average hourly rate	21,852 net unpaid hours (assuming 15 minutes per shift; 88.2% overtime)	\$83,287.70**
Meal Period Violations	18,210 Workweeks	\$26.45 average hourly rate	23,950 unique meal break violations (based on expert analysis of records)	\$158,369.38*
Rest Period Violations	18,210 Workweeks	\$26.45 average hourly rate	86,796 unique rest break violations (assumes 100%)	\$229,575.42**

			violation rate for shifts of at least 3.5 hours)	
Unreimbursed Business Expenses Violations	18,210 Workweeks	\$25 per month	Assumes \$25 per month	\$9,105.00**
Labor Code § 203	Based on approx. 108 terminated employees within the 3-year SOL	\$26.45 average hourly rate / 30-day max.	Assumes 8.7 hours / day	\$38,509.25***
Labor Code § 226	Based on approx. 218 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 5,610 pay periods within the 1-year SOL	\$43,600.00***
PAGA	Based on 5,610 pay periods within the 1-year SOL	\$100 per pay period	Based on 5,610 pay periods within the 1-year SOL	\$28,050.00***
Total				\$610,579.49
* These figures are discounted based on a 25% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.³				

33. As discussed above, Plaintiffs' unpaid wages claim is based in part on allegations that Defendants failed to incorporate all remuneration, including bonuses, into Class Members' regular rate of pay for purposes of paying overtime, meal premium and sick pay. Specifically, Plaintiffs' expert reviewed the sample records Defendants produced and found 100 identifiable additional remunerations that were made yet not factored into the regular rate of pay, impacting 70.7% of Class Members for overtime pay, 11% of Class Members for sick pay and 42.7% of Class Members for meal break premiums, resulting in a maximum

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 exposure of \$80,331.00. However, Defendants argue bonuses were discretionary, and therefore Defendants
2 were not required to incorporate those payments into the regular rate. Additionally, Defendants argue that to
3 the extent they failed to incorporate any of the additional payments into the regular rate of pay for purposes
4 of computing sick pay and meal break premium, this results in nominal exposure as only 0.8% of pay periods
5 included sick pay and additional compensation and only 5.6% of pay periods included meal break premium
6 and additional compensation. Due to the lack of written policies regarding criteria for bonus payments and
7 Defendants' minimal exposure, I acknowledge the foregoing presents significant risk with certifying this
8 claim and proof on the merits. Therefore, I applied a 75% discount to the maximum exposure figure;
9 accordingly, I arrived at **a realistic damage estimate of \$20,082.75 for the regular rate claim.**

10 34. Plaintiffs' unpaid wages claim is based on allegations that Defendants failed to pay all
11 minimum and overtime wages due to off-the-clock work performed related to time spent waiting to clock
12 in and out of work. Plaintiffs allege that Class Members were required to arrive 10 to 15 minutes earlier
13 before their scheduled shift to unlock several gates and open the worksites for other employees. Plaintiffs
14 also claim that Defendants maintain only one time keeping machine at each location, and Class Members
15 were required to wait in line before clocking in and out of shifts. Lastly, Plaintiffs allege that Class
16 Members were required to respond to messages on their work phones while off-the-clock. Therefore,
17 Plaintiffs' Counsel estimated Class Members spent an average 15 minutes off the clock per shift.
18 Accordingly, Plaintiffs' Counsel and data expert estimated Defendants failed to pay Class Members for
19 approximately 21,852 hours, 88.2% of which should have been paid at the overtime rate. From this, and
20 in light of the average rates of the Class Members, Defendants' estimated maximum potential liability is
21 \$832,876.96. Defendants contend that all time worked was compensated, that the time spent waiting to clock
22 in and out of work was *de minimis*, that Class Members were not permitted to work off-the-clock, and that
23 this claim is highly individualized and not susceptible to class-wide treatment. I acknowledge that "off-the-
24 clock" claims are difficult to be tried on a class wide basis because there is no apparatus that can be used to
25 prove this claim—there are no records to be used as evidence. In light of these defenses, and for purposes of
26 settlement, I discounted the maximum potential liability by 90%. **Plaintiffs' realistic recovery estimate for**
27 **the unpaid wages claim due to off-the-clock work is therefore \$83,287.70.**

1 35. Plaintiffs' meal period claim is based on allegations that Defendants did not provide or
2 maintain sufficient meal period practices, such that Class Members were not always permitted or able to take
3 meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without
4 compensation in lieu thereof. The sample of time and corresponding payroll records for the putative Class
5 indicated that Defendant either failed to provide a meal period or provided a short and/or untimely meal
6 period 23,950 times throughout the Class Period, resulting in a 27.4% violation rate. Plaintiffs' Counsel and
7 its data expert then calculated that, in light of these violations and the average hourly rate of the putative
8 Class, that Defendants have a potential liability of \$633,477.50 (23,950 unique violations x \$26.45 avg.
9 hourly rate). Defendants nonetheless contend that many meal breaks were taken and, where a violation
10 appears, it was a result of the Class Member voluntarily choosing to forego a meal period, to take it after the
11 end of the fifth hour, or to stop his or her break early to return to work. Moreover, certification and proof of
12 this claim would require declarations from Class Members and obtaining such declarations potentially would
13 reveal that each Class Member had a different experience with respect to meal periods. Also, a review of
14 Defendants records shows that 12.6% of the violations were accompanied by meal waivers, and Defendants
15 made some premium payments, which Defendants argue indicate that the violations, if any, were not
16 intentional. In light of these defenses, and for purposes of settlement, Plaintiffs' Counsel believe it reasonable
17 to apply a 75% discount to the potential liability. **Plaintiffs' realistic recovery estimate for the meal period**
18 **claim is therefore \$158,369.38.**

19 36. The rest break claim is based on the allegation that Defendants did not provide or maintain
20 sufficient rest break practices, such that Class Members were regularly required to work in excess of four
21 consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute,
22 continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest
23 break violations could not be calculated since Defendants neither documented, nor is required to document,
24 when Class Members took their required rest breaks. Therefore, in preparation for mediation, Plaintiffs'
25 Counsel assumed a 100% violation rate for shifts of at least 3.5 hours in length and, based on the average
26 hourly rate of the putative Class, calculated Defendants' potential liability to be \$2,295,754.20 (86,796
27 unique rest break violations x \$26.45 per hour). Defendants contend rest periods do not have to be recorded,
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1 that Class Members voluntarily chose to forego some rest breaks and, significant for purposes of class
2 certification, that this claim is individualized in nature and therefore would require declarations indicating
3 the majority of Class Members experienced issues as to rest breaks. In light of these defenses, and for
4 purposes of settlement, I discounted Defendants' potential liability by 90%. **Plaintiffs' realistic recovery**
5 **estimate for the rest break claim is therefore \$229,575.42.**

6 37. The unreimbursed business expenses claim is based on the allegation that Defendants did
7 not reimburse Class Members for all expenses incurred in direct consequence of the discharge of duties,
8 including for the use of their personal cellphone and for the purchase of water, for work purposes. The precise
9 value of all necessary business expenses Class Members incurred could not be calculated. Therefore, in
10 preparation for mediation, Plaintiffs' Counsel estimated Defendants owed approximately \$25.00 a month to
11 each Class Member in the statutory period and that Defendants' potential liability is \$91,050.00. Defendants
12 contend that they complied with all reimbursement obligations, that they reimbursed Class Members for any
13 work-related expenses, that cellphone use was not required for work, and further, that the reimbursement
14 claim would be difficult to certify, given the individualistic nature of this claim. In light of these defenses,
15 and for purposes of settlement, I discounted Defendants' potential liability by 90%. **Plaintiffs' realistic**
16 **recovery estimate for the unreimbursed expenses claim is therefore \$9,105.00.**

17 38. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs
18 estimate Defendants' maximum potential recovery, prior to risk-adjustment, is \$2,203,185.00, which breaks
19 down as follows: **\$770,185.00** for waiting time penalties for approximately 108 terminated Class Members
20 in the 3-year SOL; a **\$872,000.00** penalty for inaccurate wage statements based on approximately 218 Class
21 Members in the 1-year SOL; and **\$561,000.00** for PAGA penalties based on 5,610 Pay Periods and the Court
22 assessing a \$100 penalty for each pay period containing a violation. However, I believe it would be unrealistic
23 to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties
24 and given Defendants' defenses, including without limitation, that any failure to pay all final wages at the
25 time of separation was not willful or intentional and that to the extent Plaintiffs received wage statements
26 that were allegedly inaccurate, Plaintiffs suffered no actual resulting damage or harm. Moreover, I understand
27 the individualized and testimony-intensive nature of the wage claims could bar class certification or
28

1 otherwise significantly reduce Defendants' overall liability for statutory and civil penalties. Furthermore,
2 considering the underlying wage claims are realistically estimated to be \$500,420.24, awarding such a
3 disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied
4 a 95% discount to each penalty (resulting in **\$38,509.25** for waiting time penalties, **\$43,600.00** for inaccurate
5 wage statement penalties, and **\$28,050.00** for PAGA penalties) and accordingly arrived at **a realistic**
6 **recovery estimate of \$110,159.25 for statutory and civil penalties.**

7 39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for**
8 **all claims, including penalties, is \$610,579.49.** This means **the \$500,000.00 gross settlement figure**
9 **represents roughly 81.9% of the total realistic recovery.** This is an excellent result for the Class,
10 particularly because, under the Settlement, Class Members will receive timely and guaranteed relief,
11 avoiding the risk of not being able to recover anything.

12 40. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that
13 satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing
14 Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation,
15 Defendants have to hire legal counsel, engage in informal class-wide discovery, and participate in
16 mediation. Defendants will also have to pay civil penalties to the LWDA under the Settlement, assuming
17 final settlement approval is granted. (Settlement, ¶ 3.2.5.) Not including its own attorneys' fees and costs
18 as well as the employer's share of payroll taxes, Defendants will pay \$500,000.00 to resolve this
19 matter—of which \$25,000.00 is allocated toward the PAGA claims and will be distributed, in
20 compliance with Labor Code section 2699 as 65% (\$16,250.00) to the LWDA and 35% (\$8,750.00) to
21 Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved
22 Employees from pursuing any individual claims they may have against Defendants or the other Released
23 Parties. Moreover, Plaintiffs' Counsel are of the opinion that because the issues here are fairly contested,
24 there is a possibility of the Court not awarding the PAGA penalties even if Plaintiffs prevailed on the merits
25 due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go
26 to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

1 41. Further, Plaintiffs' Counsel took into account the risk of not being able to proceed on a
2 representative basis due to the potential manageability issues and that even if Plaintiffs prevailed at trial,
3 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and
4 in light of other defenses available to Defendants. Thus, it is entirely possible that even if Plaintiffs would
5 be successful at trial, assuming they are first able to certify the claims and defeat the manageability issues
6 presented at litigation, Plaintiffs could be awarded substantially less than what was obtained through the
7 Settlement. In sum, the \$25,000.00 PAGA Penalties allocation under the Settlement constitutes genuine and
8 meaningful relief.

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

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

26 44. Furthermore, even if Plaintiffs were able to pursue their claims on a class-wide basis and
27 obtain certification of all or some of the claims, continued litigation would be expensive, involving a trial
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1 and possible appeals, and would substantially delay and reduce any recovery by the Class. Although the
2 Parties have engaged in a significant amount of investigation, informal discovery, and class-wide data
3 analysis, they have not conducted formal discovery. Moreover, preparation for class certification and a trial
4 would remain for the Parties as well as the prospect of appeals in the wake of a disputed class certification
5 ruling for Plaintiffs and/or any summary judgment ruling. As a result, the Parties would incur considerably
6 more attorneys' fees and costs through trial. In sum, this Settlement avoids the risks, burdens, and the
7 accompanying expense of further litigation.

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

17 THE ENHANCEMENT AWARDS TO PLAINTIFFS ARE REASONABLE

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

2 47. At the same time, Plaintiffs faced many risks in adding themselves as the named Plaintiffs
3 in this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public
4 record in an employment lawsuit could also very well affect their likelihood for future employment. For
5 example, a search of Plaintiffs' names will reveal this action, and as a result, many employers may likely
6 forego hiring them in learning they sued a former employer.

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

12 49. This class action would not have been possible without the aid of Plaintiffs, who put their
13 own time and effort into this litigation and placed themselves at risk for the sake of the Class. The requested
14 enhancement awards to Plaintiffs for their service as the Class Representatives are relatively small amounts
15 of money considering the time and effort put into the litigation and compared to enhancements granted in
16 other class actions. The requested enhancement award is therefore reasonable to compensate Plaintiffs for
17 their active participation in this lawsuit, in addition to their general release of claims, both known and
18 unknown, and waiver of section 1542 rights.

19 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

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

26 54. I am experienced in prosecuting and defending employment matters, particularly class
27 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on
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1 wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for
2 other wage-and-hour class action lawsuits pending in various California counties, including in state and
3 federal courts. The following is a list of some of our recent class action settlements that have received
4 preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size
5 approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size
6 approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx.
7 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210;
8 lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel);
9 *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness*
10 *Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp*
11 *Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al.*
12 *v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at
13 *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that case, the Court found: “Class
14 Counsel’s declarations show that the attorneys are experienced and successful litigators. Other courts have
15 approved the attorneys’ current rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail*
16 *Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit*
17 *Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac*
18 *Garment Processing, Inc.* (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v.*
19 *Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood*
20 *Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems,*
21 *LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen &*
22 *Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.*
23 (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC
24 No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC*
25 (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

26 ALLEN FEGHALI’S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

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

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

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

1 *Hour Cases* (No. JCCP5218) (\$3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-
2 CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000);
3 *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No.
4 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-
5 CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000); *Fuentes v. Covid*
6 *Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-
7 03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v.*
8 *Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No.
9 BC705964) (\$1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282)
10 (\$1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering,*
11 *Inc.* (No. 22CECG00591) (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members);
12 *Cha v. Center Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No.
13 BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for
14 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

15 ENZO NABIEV’S EXPERIENCE AND QUALIFICATIONS

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

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

24 62. Mr. Nabiev is a member in good standing with the California State Bar and in the United States
25 District Court for the Central and Northern Districts. Mr. Nabiev’s billing rate is \$750.00 per hour, which
26 is his usual hourly rate in wage and hour litigations. Based on Mr. Nabiev’s 6 years of experience, his
27 Laffey Matrix rate with a 2.53% adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x
28

1 \$625)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr.
2 Nabiev's billing rate of \$750.00 per hour is reasonable.

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

- 6 (a) In August 2025, Mr. Nabiev prepared the briefing in the matter of *Slaughter v.*
7 *Finlite, Inc.* (Alameda Case No.: 22CV018565), which resulted in a
8 certification order following contested briefing in a wage and hour class action.
- 9 (b) In March 2023, he prepared the briefing in *Aguirre JR. v. B.W Packaging*
10 *Systems. et al.*, No. 222CV04980ODWGSX, 2023 WL 2605016 (C.D. Cal.
11 Mar. 22, 2023), which resulted in a remand order where defendant's removal was
12 based on CAFA jurisdiction.
- 13 (c) In April 2022, he fully briefed, argued, and won in the Court of Appeal in the
14 Fourth Appellate District, regarding the issue of whether a pre-dispute arbitration
15 agreement is enforceable under the Federal Arbitration Act when it includes a
16 contractual waiver of representative claims under PAGA.
- 17 (d) In February 2022, he briefed a motion for class certification in *Brown v. NTI-*
18 *CA, Inc.* (LASC No. 21STCV04397) where Defendant elected to file
19 bankruptcy.
- 20 (e) In September 2021, he fully briefed, argued, and won an Opposition to a Motion
21 for Summary Adjudication in the matter of *Dorsey v. Circa Tile & Stone, Inc.*
22 (LASC Case No: 19STCV08365) where Defendant attempted to release
23 individual claims under PAGA on behalf of each employee who executed a
24 release agreement.
- 25 (f) In May 2021, he fully briefed and won an Opposition to a Motion to Compel
26 Arbitration in the matter of *Morales v. Precision Aerospace Corp.* (Case No:
27 CIV-DS2006541) where Defendant attempted to compel individual arbitration
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1 and dismiss class action claims based on Plaintiff's signed arbitration agreement
2 within an employee handbook. There, the matter was settled on a class-wide
3 basis for \$900,000.00.

4 (g) In December 2020, he fully briefed, argued, and won an Opposition to a Motion
5 for Summary Judgment in the matter of *Gonzalez v. Lipscomb* (LASC Case No:
6 19STCV10352) where he successfully established triable issues of material facts
7 of whether a general manager of a hotel is considered a joint employer for
8 purposes of liability for wage & hour violations.

9 64. He has participated in the litigation and resolution of approximately 100 wage and hour
10 class actions, including obtaining preliminary and final approval of settlements on the first attempt.

11 JASON KWAK'S EXPERIENCE AND QUALIFICATIONS

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

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

19 67. Mr. Kwak was admitted to the practice of law in May 2025, and his billing rate is
20 \$500.00 per hour. Based on Mr. Kwak's experience, his Laffey Matrix rate with a 2.53% adjustment is
21 \$520.85 per hour (\$508 Laffey Matrix rate + (2.53% x \$508)). (See Ex. 6.) As compared to the Laffey
22 Matrix rate and when considering his experience, Mr. Kwak's billing rate of \$375.00 per hour is
23 reasonable.

24 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

25 68. As demonstrated by the foregoing, my office is qualified to handle this litigation because
26 we are experienced in litigating Labor Code and Wage Order violations in individual, class, and
27 representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in
28

1 numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion for
2 settlement approval. Including myself, Moon Law Group, PC is comprised of approximately 35 attorneys,
3 all of whom are actively and continuously practicing employment litigation, representing almost entirely
4 employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other
5 Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys
6 at my firm have a high level of skill and knowledge in wage-and-hour class actions, PAGA representative
7 actions, and labor and employment law generally, the substantive (state and federal) and procedural law of
8 which is frequently evolving.

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

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

18 71. I respectfully submit that the attorneys of Moon Law Group, PC, myself included, are well
19 suited to act as Class Counsel in this action, and we have, and will continue to, vigorously represent the
20 interests of the Class. To my knowledge, we do not have any conflicts of interest with Plaintiffs, other Class
21 Members, the proposed Administrator, or the proposed *cy pres* recipient, and we are not related to Plaintiffs.
22 We respectfully request to be appointed as Class Counsel, for settlement purposes.

23 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

24 72. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to
25 one-third of the Gross Settlement Amount, currently estimated to be \$166,666.67, and litigation costs up to
26 \$25,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees can be justified under either the
27 lodestar method or the percentage/common-fund recovery method. however, we base the proposed fees
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1 award on the percentage method, as many of the entries in the time records will have to be redacted to
2 preserve attorney-client and attorney work product privileges.

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

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

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

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

1 77. As of the drafting of this motion, my office has incurred \$14,038.43 in expenses litigating
2 this action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably
3 necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs
4 are below the maximum amount allowed under the Settlement, the difference will revert to Participating
5 Class Members. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

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

- 1 (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and
2 accompanying filings;
- 3 (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and
4 then monitoring of the distribution of funds following final approval; and
- 5 (o) Anticipated responding to Class Member inquiries and communicating with Plaintiffs
6 regarding the case.

7 79. Through the efforts of my office and Plaintiffs in this case, a fair and reasonable joint
8 resolution has been reached that includes a gross, non-reversionary payment by Defendants of \$500,000.00
9 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe
10 that, without the efforts of my office or Plaintiffs, the Labor Code and Wage Order violations alleged in the
11 Operative Complaint would have gone completely unremedied.

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

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15 _____
Kane Moon
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