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

LESLIE MORALES, individually, and on behalf of other members of the general public similarly situated, BRIANNA TORRES-CERVANTES, individually, and on behalf of other members of the general public similarly situated, and as aggrieved employees pursuant to the Private Attorneys General Act ("PAGA"); Plaintiffs, v. HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES INC., a California Corporation; and DOES 1 through 10, inclusive, Defendants.	Case No: 25STCV16345 Hon. Timothy P. Dillon Dept. 15 **DECLARATION OF COLETTE MAHON IN SUPPORT OF PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND FOR AN ORDER: (1) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT; (2) DIRECTING DISTRIBUTION OF NOTICE OF SETTLEMENT; AND (3) SETTING A HEARING FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**

I, Colette Mahon, declare:

1. I am a member of the bar of the State of California and an attorney at Lawyers for Employee and Consumer Rights ("LFECR"). I make this declaration of personal, firsthand knowledge, and if called and sworn as a witness, I could and would testify competently thereto.

2. LFECR is a law firm dedicated to protecting the rights of employees in the workplace. We are dedicated to the prosecution of wage and hour and wrongful termination matters in state and federal courts, and before various arbitration tribunals.

3. My firm and I handle exclusively employee-side employment cases which involve violations of the California Labor Code and Industrial Welfare Commission Wage Orders, such as wage and hour class actions and cases alleging violations of the Private Attorneys General Act of 2004 ("PAGA").

4. LFECR is currently involved in litigation in over fifty (50) PAGA and class cases.

5. My firm has been granted class certification in both state and federal courts.

6. LFECR performed foundational work in this matter that contributed to the identification, investigation, and development of the claims and supports its requested 25% allocation of the attorneys' fees awarded in this matter.

7. Specifically, LFECR initially communicated with, interviewed, and vetted Plaintiff Morales concerning her employment with Defendant and the factual basis for her potential claims. During the intake and investigation process, LFECR gathered relevant factual information concerning Plaintiff Morales's employment, including information concerning her job duties, compensation, hours worked, timekeeping and payroll practices, meal and rest periods, and other facts relevant to potential violations of California wage-and-hour law.

8. Based upon the information obtained from Plaintiff Morales, LFECR evaluated the nature of the alleged wage-and-hour violations and conducted an initial legal and factual analysis regarding the viability of her claims. This evaluation included consideration of whether the practices described by Plaintiff Morales appeared to be individual in nature or instead potentially reflected policies or practices affecting other similarly situated employees and therefore warranted evaluation as potential representative and/or class claims.

9. LFECR also conducted preliminary research regarding Defendant, including research concerning Defendant's business operations, size, workforce, and other publicly available information relevant to evaluating the potential nature and scope of the claims.

10. As part of its investigation, LFECR conducted a diligent search and inquiry to identify any other pending matter or action against Defendant asserting claims that could overlap with, be extinguished by, or otherwise be adversely affected by a settlement of the claims at issue in this action. LFECR reviewed publicly available court records and other sources customarily consulted in investigating employment matters for potentially related actions involving Defendant and similar allegations.

11. Based upon that diligent search and inquiry, LFECR is not aware of any other pending matter or action asserting claims that would be extinguished by or adversely affected by the Settlement, other than any matter or action already disclosed to the Court.

12. After completing its initial intake, factual investigation, and evaluation of the potential representative wage-and-hour claims, LFECR referred the matter to HHD for further evaluation and prosecution. HHD thereafter undertook the further investigation and litigation of those claims.

13. LFECR and HHD entered into a written agreement providing for the division of attorneys' fees between the firms, pursuant to which LFECR is entitled to receive twenty-five percent (25%) of the attorneys' fees attributable to the matter, subject to approval by the Court. The total attorneys' fees sought from the Court have not been increased solely by reason of the agreement to divide fees between LFECR and HHD.

14. Neither I nor, to my knowledge, LFECR has any conflict of interest with any member of the proposed Class or with the Settlement Administrator that would affect LFECR's requested allocation of attorneys' fees or its interests in connection with the Settlement.

15. Neither I nor, to my knowledge, any attorney at LFECR has any familial relationship with either Plaintiff or any business relationship with either Plaintiff apart from the attorney-client relationship arising from LFECR's representation of Plaintiff Morales in connection with this matter.

16. Other than the fee-division arrangement between LFECR and HHD that has been disclosed to the Court, LFECR has no undisclosed agreement concerning the allocation of attorneys' fees or other

compensation arising from this Settlement. LFECR will not receive any compensation in connection with this Settlement other than the attorneys' fees approved by the Court pursuant to the disclosed fee-division arrangement.

I hereby declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: September 2, 2026

LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS



Colette Mahon, Esq.
Attorneys for Plaintiffs