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Attorneys for Plaintiffs,
Joel Alejandro Carmona and Corey Evans

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JOEL ALEJANDRO CARMONA and COREY
EVANS, individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

ARROWHEAD PRODUCTS CORPORATION
dba DELAWARE ARROWHEAD PRODUCTS
CORPORATION; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 30-2022-01295275-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with the Memorandum of Points and
Authorities, the Declaration of Plaintiff Joel
Alejandro Carmona, the Declaration of
Plaintiff Corey Evans, the Declaration of
Michael Bui, and [Proposed] Order]*

PRELIMINARY APPROVAL HEARING

Date: November 19, 2026

Time: 2:00 p.m.

Dept. CX102

Judge: Hon. Layne H. Melzer

Res. ID: 74943831

Complaint Filed: December 5, 2022

Trial Date: Not set

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1. I am an attorney at law duly licensed to practice as such before all of the Courts of the State of California and am one of the attorneys of record for Plaintiff Joel Alejandro Carmona (“Plaintiff Carmona”) and Plaintiff Corey Evans (“Plaintiff Evans”) (together with Plaintiff Carmona, “Plaintiffs”) and the putative Class.
2. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

3. This is a wage-and-hour class action 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 class of all individuals employed by Defendant Arrowhead Products Corporation, doing business in California as Delaware Arrowhead Products Corporation (“Defendant” and, together with Plaintiffs, the “Parties”), in the State of California as non-exempt employees at any time from September 23, 2019 through the date of preliminary approval, as set forth in the Stipulation of Class Action and PAGA Settlement (the “Settlement” or “Settlement Agreement”). 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**.

4. Defendant designs, analyzes, manufactures, and tests aircraft exhaust systems and components. Plaintiff Carmona worked for Defendant as a Composite Associate from approximately February 2020 to December 7, 2022. Plaintiff Evans worked for Defendant as an Asset Associate 2 from approximately January 2019 to June 3, 2024. Plaintiffs were classified as non-exempt during the entirety of their respective employment and were subjected to the same alleged unlawful labor practices as their coworkers.

5. Plaintiffs' claims for unpaid wages are three-fold and stem from Defendant's alleged failure to incorporate all nondiscretionary remuneration into the regular rate of pay for purposes of paying overtime, sick pay, and meal period premiums; Defendant's alleged failure to pay

employees for off-the-clock work; and Defendant’s alleged use of a rounding policy that resulted in the underpayment of wages. Moreover, Plaintiffs allege that Defendant systematically failed to provide compliant meal periods and authorize and permit rest breaks. In addition to the foregoing claims, Plaintiffs bring claims for reimbursement of necessary business expenses and derivative claims against Defendant for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

6. Pursuant to PAGA, on December 5, 2022, Plaintiff Carmona gave written notice to the California Labor and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with certified mail service on Defendant, and paid the required filing fee. On September 11, 2024, Plaintiff Evans likewise gave written notice to the LWDA of the alleged Labor Code violations, with certified mail service on Defendant, and paid the required filing fee. On April 17, 2026, Plaintiffs each submitted amended notices to the LWDA and served the amended notices on Defendant. True and correct copies of Plaintiffs’ PAGA notices are collectively attached hereto as **Exhibit 2**. On December 5, 2022, Plaintiff Carmona filed a Class Action Complaint alleging that Defendant systematically: (1) failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest breaks; (5) failed to indemnify necessary business expenses; (6) failed to timely pay final wages at termination; (7) failed to provide accurate itemized wage statements; and (8) engaged in unfair business practices.

7. On February 14, 2023, Plaintiff Carmona filed a First Amended Class Action and Representative Action Complaint against Defendant, re-alleging the eight causes of action asserted in the original Complaint and adding a ninth cause of action for civil penalties under PAGA. On November 19, 2024, Plaintiff Carmona filed a Second Amended Class Action and Representative Action Complaint, which re-alleged the causes of action asserted in the First Amended Complaint and added Plaintiff Evans as an additional putative class representative. On May 8, 2026, pursuant to the Parties’ settlement reached in April 2026, Plaintiffs filed a Third Amended Class Action and Representative Action Complaint, which re-alleged the nine causes of action and incorporated additional allegations developed before and after mediation (the “Operative Complaint”). A file-

1 stamped copy of the Operative Complaint containing the Court-assigned case number was
2 submitted to the LWDA. To date, the LWDA has not given its intention to investigate and intervene
3 on the matter.

4 8. Defendant ardently opposes the merits of this case and denies Plaintiffs' factual
5 allegations. Defendant argues that Plaintiffs and the putative Class were paid all minimum wages,
6 overtime wages, sick pay, and meal period premiums owed. Defendant disputes that all of the
7 additional remuneration identified by Plaintiffs was nondiscretionary or required inclusion in the
8 regular rate of pay and maintains that the applicable collective bargaining agreements governed
9 the overtime rates paid to union employees. Defendant further denies that employees performed
10 uncompensated off-the-clock work and contends that employees received compensation for time
11 spent undergoing COVID-19 screening. Defendant also disputes that its former rounding practice
12 systematically underpaid employees or resulted in recoverable damages. Moreover, Defendant
13 argues that it satisfied its meal and rest period obligations and that Plaintiffs and Class Members
14 were provided with the opportunity to take all meal and rest periods to which they were entitled.
15 Defendant further relies on the applicable collective bargaining agreements, meal period waivers,
16 meal period premiums paid, and the individualized circumstances surrounding whether employees
17 took or voluntarily chose not to take particular breaks. As for unreimbursed business expenses,
18 Defendant disputes that any alleged out-of-pocket purchases were required or resulted from a
19 uniform policy. Furthermore, to the extent Plaintiffs received wage statements that were allegedly
20 inaccurate, Defendant asserts that Plaintiffs suffered no actual damage or harm as a result and that
21 there was no knowing or intentional violation. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal.
22 Feb. 19, 2013) No. C 12-05860 CRB, 2013 WL 622032, at *10 ["A plaintiff must adequately plead
23 an injury arising from an employer's failure to provide full and accurate wage statements, and the
24 omission of the required information alone is not sufficient."].)

25 9. With respect to Plaintiffs' claim for waiting time penalties, Defendant alleges that its
26 good-faith belief that it paid all wages precludes the imposition of waiting time penalties since
27 Plaintiffs cannot prove that Defendant's alleged failure to pay all final wages at the time of
28 separation was "willful." (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED

CV 11–298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendant claims that it did not engage in any unfair business practices and denies liability for civil penalties under PAGA. Finally, Defendant maintains that Plaintiffs’ claims are improper for class or representative treatment because the claims depend on individualized and testimony-intensive inquiries, including each employee’s job duties, union status, applicable collective bargaining agreement, work practices, meal and rest period opportunities, alleged off-the-clock work, and alleged out-of-pocket expenses, which Defendant contends could preclude certification or significantly reduce its overall liability.

DISCOVERY AND INVESTIGATION

10. Following the filing of the Complaint, the Parties engaged in written discovery and depositions and agreed to mediate the claims with Deborah Saxe, Esq., an experienced mediator of complex wage-and-hour class and PAGA actions. In preparation for mediation, the Parties exchanged documents, data, and information concerning the claims and defenses at issue. Plaintiffs obtained from Defendant, through formal and informal discovery, time and pay records for nearly all Class Members, documents concerning Defendant’s wage-and-hour policies and practices, written discovery responses, and information regarding the estimated number of current and former Class Members, Workweeks, Aggrieved Employees, and average hourly pay. The Parties also completed the depositions of Plaintiffs and multiple company witnesses, while Defendant took the depositions of seven putative Class Members. Prior to agreeing to mediation, Plaintiffs’ Counsel also prepared Plaintiffs’ motion for class certification.

11. In preparation for mediation, Plaintiffs’ Counsel reviewed and analyzed the information Defendant provided, including the time and pay records and documents regarding Defendant’s wage-and-hour policies and practices. Plaintiffs’ Counsel retained a statistical expert¹ to analyze the records and prepare a damages analysis before mediation. The records analyzed contained 732,452 shifts worked by 1,074 Class Members, representing approximately 99.0% of the estimated 767,537 total shifts and 98.1% of the estimated 1,095 Class Members through the

¹ A true and correct copy of the expert’s curriculum vitae is attached hereto as **Exhibit 3**.

1 mediation date. The records also reflected 153,498 Workweeks, which Plaintiffs' expert
2 extrapolated to approximately 160,851 Workweeks through the mediation date. Because the
3 analysis was based on records covering nearly the entire putative Class, Plaintiffs' expert was able
4 to evaluate the claims with a high degree of certainty. In conjunction with their extensive factual
5 investigation, Plaintiffs' Counsel also investigated the applicable law regarding the claims and
6 defenses asserted in the litigation. Accordingly, Plaintiffs' Counsel were able to evaluate the
7 probability of class certification, success on the merits, and Defendant's maximum and realistic
8 monetary exposure for all claims. Thus, Plaintiffs' and their counsel's familiarity with the facts of
9 the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating
10 the Settlement.

11 12. Plaintiffs' Counsel are aware of *Centino, et al. v. Arrowhead Products Corporation*,
12 Orange County Superior Court Case No. 30-2018-00988493, a prior wage-and-hour class and
13 PAGA action involving Defendant and similar allegations concerning off-the-clock work, meal
14 periods, rest breaks, and derivative penalties. The settlement in *Centino* released class claims
15 arising during the period from December 29, 2013 through September 22, 2019. The Class Period
16 in this Action begins on September 23, 2019, immediately after the conclusion of the release period
17 in *Centino*. Accordingly, the class periods do not overlap, and approval of the Settlement in this
18 Action will not extinguish or adversely affect any claims released or resolved in *Centino*. Other
19 than *Centino*, to the best of my knowledge, I am not aware of any individual, representative, or
20 class action asserting similar claims on behalf of a class or group of individuals whose claims
21 would overlap with the claims released under this Settlement.

22 SETTLEMENT NEGOTIATIONS

23 13. On July 15, 2025, the Parties participated in a full-day mediation with Deborah Saxe,
24 Esq., a professional and neutral class and PAGA action mediator. The settlement negotiations were
25 at arm's length and, although conducted in a professional manner, adversarial. The Parties went
26 into the mediation willing to explore the potential for a settlement of the dispute, but each side was
27 also prepared to litigate its position through trial and appeal if a settlement was not reached.
28 Although the Parties did not reach a settlement at the mediation, they continued negotiations with

1 the Mediator's assistance. After extensive discussions regarding the merits and certifiability of
2 Plaintiffs' claims and Defendant's defenses, the Parties reached a settlement in April 2026, the
3 material terms of which are encompassed within the Settlement.

4 14. In compliance with Labor Code section 2699, Plaintiffs' Counsel submitted to the
5 LWDA a notice of settlement and a copy of the proposed Settlement Agreement. A true and correct
6 copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 4**. To date,
7 Plaintiffs' administrative exhaustion period under PAGA expired without the LWDA indicating
8 its intent to investigate the alleged violations.

9 15. Class Members will not need to submit any claim form as a condition of receiving
10 Individual Settlement Payments. (Settlement, ¶¶ 9, 14, 20-21.) Each Class Member who does not
11 opt out will be entitled to his or her pro rata share of the Net Settlement Amount that is directly
12 proportional to the number of Workweeks during which the Class Member worked in the Class
13 Period. (*Id.* at ¶ 14(b).) Likewise, each Aggrieved Employee will be entitled to his or her pro rata
14 share of the 25% share of the PAGA Amount that is directly proportional to the number of
15 Workweeks during which the Aggrieved Employee worked in the PAGA Period. (*Id.* at ¶¶ 13,
16 14(c).) Any checks remaining uncashed after 180 calendar days from issuance will become void,
17 and all funds associated with such voided checks will be transmitted to the Unclaimed Property
18 Fund maintained by the California State Controller's Office, in accordance with California Code
19 of Civil Procedure ("CCP") section 384, thereby leaving no "unpaid residue" subject to the
20 requirements of CCP section 384(b). (*Id.* at ¶ 19.)

21 16. The Gross Settlement Amount ("GSA") is \$1,100,000.00, subject to potential increase
22 under an Escalator Clause, and is non-reversionary. (*Id.* at ¶¶ 6(o), 38.) Defendant will separately
23 pay its employer-side payroll taxes owed on the wage portion of the Individual Settlement Shares,
24 in addition to the GSA. (*Id.* at ¶ 6(o).) Within twenty-one (21) business days of the Effective Date,
25 Defendant shall make a one-time deposit of the GSA into a qualified settlement fund account
26 established by the Settlement Administrator. (*Id.* at ¶ 9.) Within seven (7) calendar days after the
27 GSA is funded, the Settlement Administrator will issue the payments due under the Settlement and
28 approved by the Court. (*Id.*)

1 17. The Settlement provides an escalator clause, based on Defendant's representation that,
2 for the period from September 23, 2019 to March 8, 2026, there were approximately 178,000
3 Workweeks. If the total number of Workweeks during the Class Period exceeds the estimated count
4 of 178,000 by more than 10% (i.e., exceeds 195,000 Workweeks), the Gross Settlement Amount
5 will be increased on a proportional basis by the same number of percentage points above the 10%
6 threshold (e.g., if the number of Workweeks increases by 12%, the Gross Settlement Amount will
7 increase by 2%); or Defendant may elect to end the Class Period on an earlier date to limit the
8 covered Workweeks to no more than 10% above 178,000 in lieu of paying a proportional increase
9 to the Gross Settlement Amount. (*Id.* at ¶ 38.) Defendant shall provide written notice of its election
10 to Plaintiffs' Counsel, including any revised Class Period end date, before the preliminary approval
11 hearing. (*Id.*)

12 18. The Settlement provides for a Class Counsel Fees Payment of not more than thirty-five
13 percent (35%) of the Gross Settlement Amount (currently estimated to be \$385,000.00) for
14 Plaintiffs' Counsel's attorneys' fees, plus reimbursement for actual out-of-pocket litigation costs
15 not to exceed \$95,000.00. (*Id.* at ¶ 10.) In the event the amount of actual costs is less and/or the
16 amount of fees and costs approved by the Court are less than the requested amounts, the difference
17 will remain part of the Gross Settlement Amount and be distributed to Participating Class Members
18 as part of the Net Settlement Amount. (*Id.*) At this time, my firm has incurred \$89,718.00 in costs,
19 and a true and correct copy of these litigation costs is attached hereto as **Exhibit 5**. Plaintiffs'
20 Counsel can provide copies of invoices as requested by the Court with Plaintiffs' motion for final
21 approval.

22 19. The Settlement includes Class Representative Enhancement Payments in amounts up to
23 \$10,000.00 to Plaintiff Carmona and \$7,500.00 to Plaintiff Evans from the Gross Settlement
24 Amount, subject to the Court's approval, in addition to the amounts they are eligible to receive as
25 Class Members. (*Id.* at ¶ 11.) These Enhancement Payments are for Plaintiffs' efforts and work in
26 prosecuting the Action and in consideration of their respective releases. (*Id.*) In the event the
27 amounts approved by the Court are less than the requested amounts, the difference will become
28 part of the Net Settlement Amount for the benefit of Participating Class Members. (*Id.*)

1 20. The Parties jointly appoint Simpluris as the neutral entity to administer this Settlement.
2 (*Id.* at ¶ 6(ff).) The Settlement Agreement provides that the Settlement Administrator will be paid
3 Settlement Administration Costs from the Gross Settlement Amount, currently estimated not to
4 exceed \$12,820.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 12.) In the
5 event the actual costs or the amount approved by the Court are less than the estimated amount, the
6 difference will become part of the Net Settlement Amount. (*Id.*) A true and correct copy of the
7 Administrator’s not-to-exceed bid of \$12,820.00 is attached hereto as **Exhibit 6**.

8 21. The Class is defined as all individuals who were employed by Defendant in the State of
9 California as non-exempt employees at any time during the Class Period. (*Id.* at ¶ 6(f).) For
10 purposes of Settlement, the “Class Period” is September 23, 2019 through the date of preliminary
11 approval of the Settlement, unless ended earlier pursuant to the Settlement’s escalator clause. (*Id.*
12 at ¶¶ 6(g), 38.)

13 22. Aggrieved Employees are defined as all individuals who were employed by Defendant
14 in the State of California as non-exempt employees at any time during the PAGA Period. (*Id.* at ¶
15 6(a).) For purposes of Settlement, the “PAGA Period” is December 5, 2021 through the end of the
16 Class Period. (*Id.* at ¶ 6(y).))

17 23. The Settlement allocates \$50,000.00 from the GSA for PAGA penalties, which will be
18 distributed 75% (\$37,500.00) to the LWDA and 25% (\$12,500.00) to Aggrieved Employees
19 pursuant to the PAGA law governing Plaintiffs’ claims. (*Id.* at ¶¶ 6(x), 13.)

20 24. Individual Settlement Shares will be allocated as 80% alleged back wages and 20%
21 alleged penalties, liquidated damages, and interest for tax purposes. (*Id.* at ¶ 26.) Individual PAGA
22 Shares will be allocated as 100% penalties for tax purposes. (*Id.*)

23 25. The “Released Claims” are limited to claims alleged in the Operative Complaint or that
24 could have been alleged based on the facts set forth in the Operative Complaint, arising out of or
25 related to services performed for Defendant during the Class Period, including claims for wages,
26 penalties, interest, attorneys’ fees, and costs under the identified provisions of the California Labor
27 Code, California Business and Professions Code sections 17200, *et seq.*, and the applicable Wage
28 Orders of the Industrial Welfare Commission. (*Id.* at ¶ 6(aa).) Upon the Effective Date and full

1 funding of the Gross Settlement Amount, Plaintiffs and all Class Members who do not submit a
2 valid and timely Request for Exclusion (i.e., all Participating Class Members) will be deemed to
3 have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
4 Released Parties as to and from all Released Claims. (*Id.* at ¶ 31.)

5 26. The “Released PAGA Claims” are limited to claims pursuant to PAGA that were alleged
6 in the Operative Complaint and the LWDA Notices or that could have been alleged based on the
7 facts set forth in the Operative Complaint and the LWDA Notices, arising out of or related to
8 services performed for Defendant during the PAGA Period. (*Id.* at ¶ 6(bb).) Upon the Effective
9 Date and full funding of the Gross Settlement Amount, Plaintiffs and all Aggrieved Employees
10 shall also be deemed to have fully, finally, and forever released, settled, compromised, relinquished,
11 and discharged the Released Parties as to and from the Released PAGA Claims. (*Id.* at ¶ 31.)

12 27. General Release of Plaintiff Carmona. In addition, upon the Effective Date and full
13 funding of the Gross Settlement Amount, Plaintiff Carmona will be deemed to have fully released
14 and discharged the Released Parties as to and from all claims arising out of or in any way related
15 to his employment with Arrowhead, as further detailed at paragraph 32 in the Settlement. (*Id.* at ¶
16 32.)

17 28. Release of Claims by Plaintiff Evans. In addition, upon the Effective Date and full
18 funding of the Gross Settlement Amount, Plaintiff Evans will be deemed to have fully released and
19 discharged the Released Parties as to and from any and all claims, actions, or causes of action he
20 has or may have against them, or any of them, except for claims to enforce this Settlement and his
21 causes of action presently alleged in his operative complaint in the lawsuit he filed in Orange
22 County Superior Court, Case No. 30-2025-01475259-CU-WT-CJC, for discrimination based on
23 race and/or color; harassment; disability discrimination; retaliation; failure to engage in a good faith
24 interactive process; failure to accommodate; failure to take all reasonable steps to prevent
25 discrimination, harassment, and/or retaliation; negligent hiring, training, retention, and supervision;
26 violation of Labor Code sections 1102.5, 98.6, and 6310; and constructive discharge/wrongful
27 termination in violation of public policy (the “Excluded Evans Matters”). (*Id.* at ¶ 33.)
28

1 29. “Released Parties” are defined as Defendant and all of its parent, subsidiary, affiliated,
2 and/or related companies and entities, including, without limitation, Industrial Manufacturing
3 Company LLC, past and present, as well as their officers, directors, investors, owners, shareholders,
4 employees, partners, members, successors and assigns, agents, accountants, and attorneys, and each
5 of them, past and present. (*Id.* at ¶ 6(cc).)

6 30. The release of the Released Claims and Released PAGA Claims will be effective only
7 upon the Effective Date and Defendant’s full funding of the GSA. (*Id.* at ¶ 31.)

8 31. The Class Notice will be mailed in English *via* first-class U.S. mail to the most current
9 known address of each Class Member after the Settlement Administrator performs a search of the
10 National Change of Address Database or another similar service. (*Id.* at ¶ 17.) The proposed Class
11 Notice sets forth, in plain terms, a statement of the case, the terms of the Settlement, the
12 approximate amounts of attorneys’ fees, costs, PAGA penalties, Enhancement Payments, and
13 administration costs being sought, an explanation of how the Individual Settlement Shares and
14 Individual PAGA Shares are calculated, the Final Approval Hearing information, the procedure
15 for disputing the number of Workweeks credited to each Class Member, and how Class Members
16 may, should they choose, opt out of or otherwise object to the Settlement. (*Id.* at ¶¶ 6(v), 17-23,
17 Ex. A.) The Class Notice is sufficient in English and does not need to be translated into any
18 language as Class Members are proficient in English.

19 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

20 32. Plaintiffs’ Counsel have conducted a thorough investigation into the facts of this case.
21 Based on the foregoing discovery and their own independent investigation and evaluation,
22 Plaintiffs’ Counsel is of the opinion that the Settlement is fair, reasonable, and adequate.
23 Furthermore, in light of all known facts and circumstances, the risk of significant delay, trial risk,
24 appellate risk, the defenses that could be asserted by Defendant both to certification and on the
25 merits, the settlement is in the best interests of the Class Members.

26 33. Based on my analysis of the time, payroll, and additional records provided by
27 Defendant, Plaintiffs’ expert’s analysis of the time and payroll records provided by Defendant, and
28 information from Plaintiffs, Plaintiffs’ Counsel evaluated the estimated maximum and risk-

adjusted exposure that Defendant faced. I considered the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. According to the data Defendant provided and Plaintiffs' expert's analysis, there are approximately 1,095 Class Members, and Defendant represented that, for the period from September 23, 2019 to March 8, 2026, they worked approximately 178,000 Workweeks, with an average hourly rate of \$27.22. Based on Defendant's payroll data, there are an estimated 537 former employees for Labor Code section 203 penalties, 874 employees that fall within the 1-year statute of limitations period for penalties under Labor Code § 226 and PAGA, and 87,860 Workweeks during the PAGA Period.

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

Claim	Relevant Time Period	Rate	Number of Violations	Amount
Unpaid Wages (Regular Rate of Pay)	178,000 Workweeks	\$27.54 average reported regular rate of pay	Based on the expert's analysis of records	Maximum: \$43,673.00 Minimum: \$8,734.60*
Unpaid Wages (Off-the-Clock Work)	178,000 Workweeks	\$27.22 average rate of pay	63,961 unpaid hours (assumes 5 minutes per shift) (assumes 89.4% overtime)	Maximum: \$2,519,253.65 Minimum: \$251,925.37**
Unpaid Wages (Rounding Claims)	178,000 Workweeks	\$27.22 average rate of pay	9,662 net underpaid hours due to rounding	Maximum: \$262,999.64 Minimum: \$52,599.93*
Meal Period Violations	178,000 Workweeks	\$27.22 average rate of pay	142,871 unique meal break violations (based on expert analysis of records)	Maximum: \$3,888,948.62 Minimum: \$777,789.72*
Rest Break Violations	178,000 Workweeks	\$27.22 average rate of pay	76,532 unique rest break violations (assumes 10% violation rate for shifts of at least 3.5 hours)	Maximum: \$2,083,201.04 Minimum: \$208,320.10**
Unreimbursed Business Expenses	178,000 Workweeks	\$10.00 per month	Based on the expert's analysis of records	Maximum: \$398,650.00 Minimum: \$39,865.00**

Labor Code §203	Based on approximately 537 terminated employees	\$27.22 average rate of pay / 30-day max.	Assumes 8.5 hours/day	Maximum: \$3,855,493.00 Minimum: \$192,774.65***
Labor Code §226	Based on approximately 874 class members within the 1-year statute of limitations	\$50 for initial violation; \$100 for each subsequent pay period with \$4,000 employee maximum	Based on 87,860 pay periods within the 1-year SOL	Maximum: \$3,496,000.00 Minimum: \$174,800.00***
PAGA	Based on approximately 87,860 pay periods within the 1-year statute of limitations	\$100.00 per pay period	Based on 87,860 pay periods within the 1-year SOL	Maximum: \$8,786,000.00 Minimum: \$439,300.00***
Total for Class Claims				Maximum: \$25,334,218.95 Minimum: \$2,146,109.37
* This figure is discounted based on a 20% probability of prevailing at class certification and on the merits. ** This figure is 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.				

34. Plaintiffs' unpaid wages claim is based on allegations that Defendant failed to incorporate nondiscretionary remuneration into Class Members' regular rate of pay for purposes of paying overtime pay, meal period premiums, and sick pay. Specifically, Plaintiffs' expert reviewed the records Defendant produced and found 61,614 payments of identifiable additional remuneration, impacting approximately 578 Class Members for overtime pay, 223 Class Members for sick pay, and 102 Class Members for meal period premium pay. After accounting for offsets in the overtime compensation paid, Plaintiffs' expert calculated a maximum exposure of \$43,673.00 for underpaid sick pay and meal period premiums. However, Defendant argues that certain remunerations were discretionary, that certain payments were already incorporated into the overtime rate, and that the applicable collective bargaining agreements governed the overtime rates paid to union employees. Due to the disputes regarding whether the various remunerations were nondiscretionary and required inclusion in the regular rate, I acknowledge the foregoing presents

1 significant risk with certifying this claim and proof on the merits. Therefore, I applied an 80%
2 discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate**
3 **of \$8,734.60 for the regular rate claim.**

4 35. Plaintiffs' unpaid wages claim is also based in part on allegations that Defendant did
5 not compensate Class Members for off-the-clock work. According to Plaintiffs, Defendant did not
6 compensate Class Members for time spent waiting in line to clock in, undergoing COVID-19
7 screening before clocking in, and performing substantive work after clocking out. For purposes of
8 mediation, I assumed, based on information from Plaintiffs, that each Class Member performed
9 five minutes of unpaid work each shift, and thereby arrived at 63,961 cumulative unpaid hours,
10 89.4% of which is estimated to be overtime, resulting in an estimated maximum exposure of
11 \$2,519,253.65. However, Defendant argues employee time records accurately reflect work hours,
12 that employees were compensated for all hours worked, including certain amounts for time spent
13 undergoing COVID-19 screening, and that Defendant did not require or permit the Class to work
14 outside of their recorded shift times. Although I believe there is merit to this claim, I acknowledge
15 the foregoing presents significant risk with certifying this claim and proof on the merits.
16 Certification and proof of this claim would require declarations from Class Members and obtaining
17 such declarations could potentially reveal that each Class Member had a different experience with
18 respect to clocking in, COVID-19 screening, and working off-the-clock. Additionally, "off-the-
19 clock" claims are difficult to try on a class-wide basis because there are no records reflecting the
20 alleged uncompensated time that can be used as direct evidence. Therefore, I applied a 90%
21 discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate**
22 **of \$251,925.37 for the unpaid off-the-clock work claim.**

23 36. Plaintiffs' unpaid wages claim is also based in part on allegations that Defendant's
24 rounding policy resulted in the systematic underpayment of Class Members. Defendant maintained
25 a rounding policy from the beginning of the Class Period until approximately July 31, 2020.
26 Plaintiffs' expert reviewed the records Defendant produced and identified 9,662 net underpaid
27 hours due to rounding, resulting in an estimated maximum exposure of \$262,999.64. However,
28 Defendant argues that its rounding policy was facially neutral, that employees were both underpaid

1 and overpaid as a result of rounding, and that the policy did not systematically disadvantage Class
2 Members. Although I believe there is merit to this claim, I acknowledge the foregoing presents
3 risk with certifying this claim and proof on the merits, including whether the rounding policy
4 operated unlawfully on a class-wide basis and whether all net underpaid time identified by
5 Plaintiffs' expert is recoverable. Therefore, I applied an 80% discount to the maximum exposure
6 figure; accordingly, I arrived at **a realistic damage estimate of \$52,599.93 for the rounding**
7 **claim.**

8 37. Plaintiffs' meal period claim is based on allegations that, due to the nature of their work,
9 Class Members' meal periods were often interrupted and sometimes missed altogether. Plaintiffs
10 allege that Defendant regularly required Plaintiffs and Class Members to work in excess of five
11 consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free
12 meal period for every five hours of work, or without compensating Plaintiffs and Class Members
13 for meal periods that were not provided by the applicable deadline. Plaintiffs' expert reviewed the
14 records Defendant produced and assessed 142,871 identifiable unique meal period violations, for
15 a 19.1% violation rate and resulting in an estimated maximum exposure of \$3,888,948.62.
16 However, Defendant contends that many compliant meal periods were taken and that, where a
17 violation appears, it was the result of employees voluntarily waiving their meal period rights.
18 Defendant also maintains that the applicable collective bargaining agreements permitted covered
19 employees to begin their first meal periods within the sixth hour of work. Indeed, Plaintiffs' expert
20 found that the unique meal period violation count dropped to approximately 42,283, or a 5.9%
21 violation rate, if meal period waivers and paid meal period premiums were taken into account. The
22 records also revealed 2,173 paid meal period premiums. Furthermore, Defendant argues this claim
23 is improper for class treatment, in part, given the individualized nature of assessing noncompliant
24 meal periods and resulting damages. Although I believe there is merit to this claim, I acknowledge
25 the foregoing presents significant risk with certifying this claim and proof on the merits.
26 Certification and proof of this claim would require declarations from Class Members and obtaining
27 such declarations could potentially reveal that each Class Member had a different experience with
28 respect to meal periods. Therefore, I applied an 80% discount to the maximum exposure figure.

1 Applying this discount, I accordingly arrived **at a realistic damage estimate of \$777,789.72 for**
2 **the meal period claim.**

3 38. Plaintiffs' rest period claim is based on allegations that, due to the nature of their work,
4 Class Members' rest periods were often interrupted and sometimes missed altogether. Plaintiffs'
5 expert identified 765,316 shifts of at least 3.5 hours. For purposes of mediation, I assumed, based
6 on information from Plaintiffs and the risks associated with proving missed rest periods where no
7 records are maintained, that rest period violations occurred on 10% of those shifts, resulting in
8 approximately 76,532 rest period violations and an estimated maximum exposure of \$2,083,201.04
9 Defendant maintains that it complied with all rest period obligations and that the putative Class
10 was provided with the opportunity to take all rest periods to which they were entitled or otherwise
11 voluntarily chose not to take their breaks. Moreover, Defendant argues this claim is improper for
12 class treatment, in part, given the individualized nature of assessing noncompliant rest periods and
13 resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing
14 presents significant risk with certifying this claim and proof on the merits, particularly as rest
15 periods were not recorded, nor are they required to be recorded under California law. Certification
16 and proof of this claim would require declarations from Class Members and obtaining such
17 declarations potentially would reveal that each Class Member had a different experience with
18 respect to rest periods. Therefore, I applied a 90% discount to the maximum exposure. Applying
19 this discount, I accordingly arrived **at a realistic damage estimate of \$208,320.10 for the rest**
20 **period claim.**

21 39. Plaintiffs' claim for unreimbursed business expenses is based on allegations that
22 Defendant's employees were not reimbursed for expenses incurred in direct discharge of their
23 duties, including for the purchase of masks and for the use of their personal cellphone. For purposes
24 of mediation, I assumed Defendant failed to reimburse Class Members \$10.00 per month per Class
25 Member, and Plaintiffs' expert thereby assessed a maximum liability of \$398,650.00. However,
26 Defendant maintains that it did not require Class Members to incur any business-related expenses
27 and that any purchases made by individual employees were not uniformly required. This claim
28 presents difficulties with certification because of the individualized nature of employees' expenses.

1 Certification and proof of this claim would require declarations from Class Members and obtaining
2 such declarations potentially would reveal that each Class Member had a different experience with
3 respect to unreimbursed business expenses. I applied a 90% discount to the maximum exposure.
4 Applying this discount, I accordingly arrived at **a realistic damage estimate of \$39,865.00 for**
5 **the unreimbursed business expenses claim.**

6 40. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs
7 estimated that Defendant's realistic potential liability is **\$806,874.65**. While Defendant's
8 maximum potential liability for waiting time penalties is \$3,855,493.00 based on approximately
9 537 terminated Class Members within the relevant time period, \$3,496,000.00 for inaccurate wage
10 statements based on approximately 874 Class Members within the one-year statute of limitations,
11 and \$8,786,000.00 for PAGA penalties based on the Court assessing a \$100.00 penalty for each
12 pay period (87,860 pay periods), I believe that it would be unrealistic to expect the Court to award
13 the full \$16,137,493.00 in penalties given Defendant's defenses and the discretionary nature of
14 penalties. Considering that the underlying wage claims are realistically estimated to be
15 \$1,339,234.72, awarding such a disproportional amount in penalties would also raise Due Process
16 concerns. Weighing these factors, I applied a 95% discount to each penalty (resulting in
17 \$192,774.65 for waiting time penalties, \$174,800.00 for inaccurate wage statement penalties, and
18 \$439,300.00 for PAGA penalties), and arrived at \$806,874.65 for statutory and civil penalties.

19 41. Using these estimated figures, Plaintiffs predicted that the risk-adjusted realistic
20 recovery for all claims, including penalties, would be \$2,146,109.37. **This means that the**
21 **\$1,100,000.00 settlement figure represents approximately 51.3% of the realistic maximum**
22 **recovery.** This is an excellent result for the Class, particularly because, under the proposed
23 Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an
24 unfavorable judgment.

25 42. While Plaintiffs are confident in the merits of their claims, a legitimate controversy
26 exists as to each cause of action. Plaintiffs also recognize that proving the amount of wages due to
27 each Class Member would be an expensive, time-consuming, and uncertain proposition.
28

1 43. Plaintiffs' Counsel is also of the opinion that because the issues here are fairly
2 contested, there is a possibility of the Court not awarding PAGA penalties even if Plaintiffs
3 prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. In
4 other words, were this matter to go to trial, any award granted would be at the discretion of the
5 Court and subject to a substantial reduction.

6 44. The Settlement obviates the significant risk that this Court may deny certification of all
7 or some of Plaintiffs' claims. Furthermore, even if Plaintiffs were able to pursue their claims on a
8 class-wide basis and thereafter obtained certification of all or some of the claims, continued
9 litigation would be expensive, involving a trial and possible appeals, and would substantially delay
10 and reduce any recovery by the Class Members.

11 45. This Settlement avoids the risks and the accompanying expense of further litigation.
12 Although the Parties have engaged in a significant amount of investigation, informal discovery and
13 class-wide data analysis, they have not conducted extensive formal discovery. Moreover,
14 preparation for class certification and a trial would remain for the Parties as well as the prospect
15 of appeals in the wake of a disputed class certification ruling for Plaintiffs and/or adverse summary
16 judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs
17 through trial.

18 46. The Net Settlement Amount available for settlement payments is no less than
19 **\$539,680.00** for an estimated Class size of **1,095 individuals**.² As a result, it is estimated each
20 Participating Class Member is eligible to receive an average benefit of approximately **\$492.86**
21 prior to tax withholdings on the wage portion of payments. Considering Class Members' average
22 hourly rate is \$27.22, the average benefit is approximately **18.11 hours of work**. Additionally,
23 there are **874 Aggrieved Employees** who are each expected to receive an average of **\$14.30** from
24 the total Individual PAGA Shares of \$12,500.00, or a **PAGA Pay Period value of \$0.14** based on

25
26 ² The Net Settlement Amount is at least \$539,680.00, calculated as the \$1,100,000.00 Gross
27 Settlement Amount less the following: \$17,500.00 for the Class Representative Enhancement
28 Payments, consisting of \$10,000.00 to Plaintiff Carmona and \$7,500.00 to Plaintiff Evans; up to
\$12,820.00 for Settlement Administration Costs; \$50,000.00 for the PAGA payments to the LWDA
and Aggrieved Employees; \$385,000.00 for Class Counsel's attorneys' fees; and up to \$95,000.00
for Class Counsel's litigation costs. (Settlement, ¶¶ 6(o), 6(t), 10-13.)

1 **87,860 Workweeks** during the PAGA Period. The actual amounts to Participating Class Members
2 and Aggrieved Employees will vary based on each individual's duration of work during the Class
3 Period or PAGA Period, respectively; thus, those who worked longer for Defendant during the
4 relevant period will receive a benefit greater than the average estimated amount. Based on 178,000
5 Workweeks, **the average Workweek value is estimated to be \$3.03**. Assuming a Class Member
6 worked one Workweek, the estimated lowest Individual Settlement Share is \$3.03. Assuming a
7 Class Member worked for the entire duration of the Class Period from September 23, 2019 to
8 November 19, 2026 (the hearing date on Plaintiff's motion for preliminary approval), the
9 maximum number of weeks a Class Member could have worked during the Class Period is 374.
10 As such, the estimated highest Individual Class Share is \$1,133.22 (374 Workweeks x \$3.03 avg
11 Workweek value). Assuming an Aggrieved Employee worked one PAGA Workweek, the
12 estimated lowest Individual PAGA Share is \$0.14. Assuming an Aggrieved Employee worked for
13 the entire duration of the PAGA Period from December 5, 2021 to November 19, 2026, the
14 maximum number of workweeks an Aggrieved Employee could have worked during the PAGA
15 Period is 259. As such, the estimated highest Individual PAGA Share is \$36.26 (259 Workweeks
16 x \$0.14 avg PAGA Workweek value). Accurate estimates of the high, low, and average payments
17 will be provided to the Court in Plaintiffs' Motion for Final Approval after the Settlement
18 Administrator has processed the Class Data.

19 47. The proposed settlement of \$1,100,000.00 therefore represents a substantial recovery
20 when compared to Plaintiffs' reasonably forecasted recovery. When considering the risks of
21 litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary
22 to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement
23 amount of \$1,100,000.00 is within the "ballpark" of reasonableness, and preliminary settlement
24 approval is appropriate.

25 THE ENHANCEMENT PAYMENTS TO PLAINTIFFS ARE REASONABLE

26 48. Throughout this litigation, Plaintiffs, who were former employees of Defendant, have
27 cooperated immensely with my office and have taken many actions to protect the interests of the
28 Class. Plaintiffs provided valuable information regarding their hours worked and what duties were

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

10 49. At the same time, Plaintiffs faced many risks in adding themselves as the Class
11 Representatives in this matter. Plaintiffs faced actual risks with their future employment, as putting
12 themselves on public record in an employment lawsuit could affect their likelihood of future
13 employment. For example, a search of Plaintiffs' names will reveal this Action, and, as a result,
14 many employers may forego hiring Plaintiffs upon learning that they sued a former employer.

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

21 51. Plaintiff Carmona worked approximately 148 Workweeks during the Class Period
22 (from the start of his employment, approximately February 2020 through December 7, 2022, the
23 end of his employment), and Plaintiff Evans worked approximately 245 Workweeks during the
24 Class Period (from the start of the Class Period September 23, 2019 through approximately June
25 3, 2024, the end of his employment). As a result, **Plaintiff Carmona's Individual Settlement**
26 **Share is estimated to be \$448.44** (\$3.03 Workweek value x 148 Workweeks), and **Plaintiff**
27 **Evans' Individual Settlement Share is estimated to be \$742.35** (\$3.03 Workweek value x 245
28 Workweeks). Plaintiffs are also eligible to receive Individual PAGA Shares based on the number

1 of Workweeks they worked during the PAGA Period. Plaintiff Carmona worked approximately 52
2 Workweeks during the PAGA Period (from the start of the PAGA Period December 5, 2021
3 through December 7, 2022, the end of his employment), and Plaintiff Evans worked approximately
4 130 Workweeks during the PAGA Period (from the start of the PAGA Period December 5, 2021
5 through approximately June 3, 2024, the end of his employment). As a result, **Plaintiff Carmona's**
6 **Individual PAGA Share is estimated to be \$7.28** (\$0.14 PAGA Workweek value x 52
7 Workweeks), and **Plaintiff Evans' Individual PAGA Share is estimated to be \$18.20** (\$0.14
8 PAGA Workweek value x 130 Workweeks). Plaintiffs are not receiving any other consideration
9 from Defendants other than provided under the Settlement at issue. Plaintiffs will provide accurate
10 estimates to the Court in Plaintiffs' Motion for Final Approval after the Settlement Administrator
11 processes the Class Data.

12 52. In the final analysis, this class action would not have been possible without the aid of
13 Plaintiffs, who put their own time and effort into this litigation and placed themselves at risk for
14 the sake of the Class. The requested Enhancement Payments to Plaintiffs for their service as the
15 Class Representatives are relatively small amounts of money considering the time and effort they
16 put into the litigation and compared to enhancements granted in other class actions. The requested
17 Enhancement Payments are therefore reasonable to compensate Plaintiffs for their service and
18 active participation in this lawsuit.

19 MY EXPERIENCE AND QUALIFICATIONS

20 53. 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
22 have been an Active Member in good standing continuously since then. I have been selected to
23 Super Lawyers each year from 2019 to 2025.

24 54. 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
26 litigation, almost entirely in class and/or PAGA representative actions.

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

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

4 56. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage and
5 hour litigations. A \$950.00 per hour rate is reasonable considering my years of experience
6 practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate
7 (The Laffey Matrix, <http://www.laffeymatrix.com/see.html>, [last visited Aug. 24, 2026].) The
8 Laffey Matrix is a “well-established objective source for rates that vary by experience” used by
9 the District of Columbia. (*In re HPL Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912,
10 921 (N.D. Cal. 2005).) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit**
11 **7**. California Courts have adjusted the Laffey Matrix rate upwards based on “locality pay
12 differentials” and the location of counsel’s office in California to determine whether counsel’s
13 rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate
14 based on an approximate difference of 9% between the locality pay differential of the District of
15 Columbia and San Francisco, California, where counsel’s office was located].) To determine the
16 locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay
17 differentials within the federal courts. (*Id.* at 921-22.) Using the same method here and based on
18 Class Counsel’s location in Los Angeles, California, the locality pay differential of the Los
19 Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-
20 Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare*
21 *Judiciary Salary Plan of Los Angeles-Long Beach, CA*, eff. January 12, 2026 *with* *Judiciary Salary*
22 *Plan of Washington-Baltimore-Arlington*, eff. January 12, 2026.) True and correct copies of the
23 Los Angeles-Long Beach and Washington-Baltimore-Arlington salary plans are attached hereto as
24 **Exhibit 8** and **Exhibit 9**, respectively. Based on my nearly 19 years of experience, my Laffey
25 Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x
26 \$1,019)). (*See* Ex. 7.) Accordingly, my current billing rate of \$950 per hour is reasonable.

27 57. I am experienced in prosecuting and defending employment matters, particularly
28 class and PAGA actions. My firm has focused a substantial percentage of its practice on wage,

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

ALLEN FEGHALI’S EXPERIENCE AND QUALIFICATIONS

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

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

12 60. Mr. Feghali’s current billing rate is \$900.00 per hour, which is his usual hourly rate in
13 wage and hour litigations. Based on Mr. Feghali’s nearly 12 years of experience, his Laffey Matrix
14 rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)).
15 (See Ex. 7.) As compared to the Laffey Matrix rate and when considering his experience, Mr.
16 Feghali’s billing rate of \$900.00 per hour is reasonable.

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

20 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et*
21 *al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which
22 resulted in a certification order on all causes of action following contested
23 briefing in a wage and hour class action.

24 (b) Mr. Feghali prepared the briefing in a contested class certification motion in
25 the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790),
26 which was granted in part.

- 1 (c) Mr. Feghali prepared the briefing in a contested class certification motion in
2 the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397), which is not
3 currently scheduled for hearing.
- 4 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class
5 certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc.,*
6 *et al.* (No. 19STCV44400), which was granted, in part, and denied, in part,
7 in October 2022.
- 8 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the
9 matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV
10 20-1448 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage
11 and hour class alleging that Plaintiff's claims were pre-empted by the Labor
12 Management Relations Act.
- 13 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian*
14 *Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL
15 6333905, at *1. There, the Court of Appeal reversed a dismissal of an
16 individual defendant following the trial court's granting of a demurrer
17 without leave to amend relating to alter ego allegations.
- 18 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the
19 matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 13, 2018) No.
20 2:17-cv-09056-RSWL-MRWx, 2018 WL 1352910. Defendants there
21 sought to remove the case based on the inclusion of a "sham defendant," but
22 the court agreed with Mr. Feghali's briefing which argued that the individual
23 defendant, who was alleged to have harassed the plaintiff under FEHA, was
24 a proper defendant.
- 25 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases
26 that settled for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to
27 the foregoing, Mr. Feghali has resolved or assisted in the resolution of
28

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.

62. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage and hour class and PAGA 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); *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).

1 JACQUELYNE VANEMMERIK'S EXPERIENCE AND QUALIFICATIONS

2 63. Jacquelyne VanEmmerik received a Bachelor of Arts in Law, History, and Culture from
3 the University of Southern California in 2017, and a Juris Doctorate from the University of
4 California, Davis School of Law in 2021. In law school, Ms. VanEmmerik served as a Judicial
5 Extern for the Honorable Todd W. Eddins of the Supreme Court of Hawai'i and Senior Articles
6 Editor of the Environmental Journal of Law and Policy.

7 64. Ms. VanEmmerik became an Active Member of the State Bar of California in
8 November 2021 and has been an Active Member in good standing continuously since. Ms.
9 VanEmmerik is also a member in good standing with the United States District Court for the
10 Central and Northern Districts and was selected by Super Lawyers as a "Southern California Rising
11 Star" in 2024.

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

17 66. Ms. VanEmmerik's current billing rate is \$700.00 per hour, which is her usual rate in wage-
18 and-hour litigations. Based on Ms. VanEmmerik's nearly 5 years of experience out of law school, her
19 Laffey Matrix rate with a 2.53% adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x
20 \$625)). (See Ex. 7.) As compared to the Laffey Matrix rate and when considering her significant wage-
21 and-hour class action experience, Ms. VanEmmerik's billing rate of \$700 per hour is reasonable.

22 67. During her tenure with Moon Law Group, P.C., Ms. VanEmmerik has played a critical
23 role in obtaining outstanding results for employees who have been wronged by their employers.
24 Ms. VanEmmerik's litigation experience includes, but is not limited to:

- 25 (a) In March 2023, Ms. VanEmmerik briefed a Motion for Class Certification
26 in the matter of Roland Tolentino v. Gillig, LLC, Case No. RG20073930,
27 Alameda County Superior Court, thereafter, removed to Federal Court;
28 (b) In May 2023, Ms. VanEmmerik briefed, and prevailed on, an Opposition to

1 Motion for Judgment on the Pleadings in the matter of Rodrigo Gonzalez
2 Guzman v. Wayne Provisions Co., Inc., Case No. 21STCV41124, Los
3 Angeles Superior Court, in which Defendant attempted to invalidate
4 Plaintiff's standing to bring a representative claim under the California
5 Private Attorneys General Act of 2004;

6 (c) In January 2022, Ms. VanEmmerik briefed, and prevailed on, an Opposition
7 to Demurrer in the matter of Fernando Alquicira, et al. v. Sit N' Sleep, Inc.,
8 et al., Case No. 21STCV14594, Los Angeles Superior Court, in which
9 Defendant wrongfully sought an order of abatement or stay of proceedings
10 pending final judgment of an unrelated matter;

11 (d) In January 2022, Ms. VanEmmerik briefed, and prevailed on, an Opposition
12 to Motion for Bifurcate and Sequence Discovery in the matter of David
13 Flores Valencia v. Wawona Packing Co., LLC, Case No. 21CECG01163,
14 Fresno County Superior Court, in which Defendant sought to subject
15 Plaintiff to a preliminary trial to establish his status as an aggrieved
16 employee before proceeding as a representative in his PAGA action; and

17 (e) From September 2021 to the present, Ms. VanEmmerik has participated in
18 the litigation and/or resolution of approximately seventy wage-and-hour
19 class and/or representative actions, including through successfully moving
20 the Court for preliminary and final approval of settlements on the first
21 attempt.

22 PLAINTIFFS' COUNSEL'S EXPERIENCE AND QUALIFICATIONS

23 68. As demonstrated by the foregoing, my office is qualified to handle this litigation because
24 we are experienced in litigating Labor Code and Wage Order violations in individual, class, and
25 representative actions. The attorneys at my office have been appointed as lead or co-lead counsel
26 in numerous wage and hour class and/or PAGA actions in state and federal courts by way of motion
27 for settlement approval. Including myself, Moon Law Group, PC is comprised of roughly 35
28 attorneys, all of whom are actively and continuously practicing employment litigation, representing

1 almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this
2 Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and in
3 various federal courts. The attorneys at my firm have a high level of knowledge in areas of wage
4 and hour class actions, PAGA representative actions, and labor and employment law generally, the
5 substantive (state and federal) and procedural law of which is frequently evolving.

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

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

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

21 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

22 72. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up
23 to 35% of the Gross Settlement Amount, or \$385,000.00, plus actual costs and expenses not to
24 exceed \$95,000.00. (Settlement, ¶ 10.) The proposed award of attorneys' fees to Class Counsel in
25 this case can be justified under either the lodestar or percentage/common fund recovery method.
26 Plaintiffs' Counsel, however, intend to base the proposed award of fees on the percentage method
27 as many of the entries in the time records will have to be redacted to preserve attorney-client and
28 attorney work product privileges.

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

5 74. It is further estimated that my office will need to expend at least another 50 to 100 hours
6 to monitor the process leading up to the final approval and payments made to the class. My office
7 also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

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

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

24 77. As of the drafting of this motion, my office has incurred \$89,718.00 in expenses
25 litigating this action, and we anticipate accruing additional costs up to Final Approval of the
26 Settlement. These expenses were reasonably necessary to the litigation and were actually incurred
27 by my office. They should be reimbursed in full, up to the maximum amount allowed in the
28 Settlement Agreement.

1 78. My office invested significant time and resources into the case, with payment
2 deferred to the end of the case, and then, of course, contingent on the outcome. My office's efforts
3 included, without limitation, the following:

- 4 (a) Numerous interviews with Plaintiffs and review of documents provided by
5 them;
- 6 (b) Legal research and investigation regarding Defendant's practices at
7 numerous points in the litigation;
- 8 (c) Preparation of multiple drafts of the original Class Action Complaint, the
9 First Amended Complaint, the Second Amended Complaint, and the Third
10 Amended Complaint, and finalization and filing of the complaints;
- 11 (d) Preparation and submission of Plaintiffs' PAGA notices and amended
12 PAGA notices to the LWDA, with service on Defendant;
- 13 (e) Extensive correspondence and discussions with Defendant's counsel to
14 obtain relevant documents, data, and information through formal and
15 informal discovery;
- 16 (f) Preparation for and participation in depositions of Plaintiffs, multiple
17 company witnesses, and seven putative Class Members;
- 18 (g) Analysis of the time and payroll records and preparation of a damages model
19 with the aid of a statistical expert;
- 20 (h) Research and preparation of Plaintiffs' mediation brief;
- 21 (i) Attendance at mediation and participation in continued settlement
22 negotiations with the assistance of the Mediator;
- 23 (j) Preparation of Plaintiffs' motion for class certification and review and
24 analysis of Defendant's opposition thereto;
- 25 (k) Drafting, negotiating, and reviewing multiple drafts of the Settlement
26 Agreement and attachments;
- 27 (l) Drafting and managing pleading issues to streamline the approval process;
28 and

1 (m) Preparation of the motion for preliminary approval.

2 79. Through the efforts of my office and Plaintiffs in this case, a fair and reasonable
3 resolution has been reached that includes a settlement payment by Defendant of \$1,100,000.00 to
4 compensate settlement Class Members for Defendant's wage and hour practices. I am informed
5 and believe that, without the efforts of my office, the Labor Code and Wage Order violations
6 alleged in the Complaint would have gone completely unremedied.

7 I declare under penalty of perjury under the laws of the State of California and the United
8 States that the foregoing is true and correct.

9 Executed on September 1, 2026, at Los Angeles, California.

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11 _____
12 Kane Moon
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
5 Angeles, California 90017. On **September 1, 2026**, I served the foregoing document described
6 as:

7 **DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFFS' MOTION FOR**
8 **PRELIMINARY APPROVAL OF STIPULATION OF CLASS ACTION AND PAGA**
9 **SETTLEMENT**

10 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
11 addressed as follows:

12 Attorneys for Defendant

13 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the
14 parties to accept electronic service, I caused the documents to be sent to the persons at
15 the electronic service addresses listed above via third-party cloud service **CASE**
16 **ANYWHERE.** I did not receive an error message.

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

19 Executed this, **September 1, 2026** at Los Angeles, California.

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Ivette Hernandez
Type or Print Name

/s/ Ivette Hernandez
Signature