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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KAYELYN VALDEZ, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

THE HUMANE SOCIETY OF POMONA VALLEY, INC.; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 25STCV22299

CLASS AND REPRESENTATIVE ACTION

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

[*Filed with Plaintiff's Notice of Motion and Memorandum of Points and Authorities, the Declaration of Plaintiff, the Declaration of Jodey Lawrence, and [Proposed] Preliminary Approval Order*]

PRELIMINARY APPROVAL HEARING:
Date: December 22, 2026
Time: 8:30 a.m.
Dept.: 9
Judge: Honorable Elaine Lu

Briefing Schedule by Court
Motion Due: November 5, 2026
Opposition Due: November 24, 2026
Reply Due: December 8, 2026

Action Filed: July 28, 2025
FAC Filed: October 16, 2025
Trial Date: Not set

DECLARATION OF KANE MOON

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 Kayelyn Valdez ("Plaintiff") and the putative Class. I have personal knowledge of the matters set forth herein and if called as a witness, I could and would testify competently to the facts described herein.

CASE BACKGROUND AND PROCEDURAL HISTORY

2. This is a wage-and-hour class and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff seeks to represent a class of all current and former hourly-paid or non-exempt employees of Defendant The Humane Society of Pomona Valley, Inc. dba Inland Valley Humane Society and SPCA ("Defendant") (together with Plaintiff, the "Parties") in California employed during the Class Period, which for the avoidance of doubt may also include Aggrieved Employees, as set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the "Settlement"). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. The proposed Class Notice is attached to the Settlement as **Exhibit A**.

3. Defendant is a non-profit organization offering animal care and control services in the Inland Empire, as well as pet adoption services, with principal places of business in Los Angeles County, California. Defendant employed Plaintiff and other non-exempt, hourly-paid employees during the Class Period. Plaintiff contends she and her coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

4. Plaintiff's claims for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiff and other Class Members for all hours worked, including as a result of off-the-clock work. Plaintiff further alleges that Defendant failed to incorporate non-discretionary bonuses and other remuneration into the regular rate of pay for purposes of overtime pay, meal break premium, and sick pay. Plaintiff's meal and rest period claims are based on allegations that, due to the nature of their work and Defendant's policies, Class Members' meal and rest periods were late, interrupted, or missed, and that

Defendant did not pay all premium wages for non-compliant breaks. Plaintiff further brings a claim for unreimbursed necessary business expenses for the purchase of boots and utility belts and for the use of personal cellphones for work purposes without reimbursement from Defendant. Finally, Plaintiff also brings derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

5. Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff filed a class action on July 28, 2025, which alleges 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 periods, (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.

6. Pursuant to PAGA, on July 26, 2025, Plaintiff 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. A true and correct copy of Plaintiff's PAGA Notice is attached hereto as **Exhibit 2**. On October 16, 2025, Plaintiff timely filed a First Amended Class Action and Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA (the "Operative Complaint"). In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently submitted to the LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned case number. To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene in this Action.

7. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Defendant asserts it complied with all its compensation obligations, including compensating Class Members for any and all off-the-clock work and overtime work, and therefore, Plaintiff and other Class Members were paid all wages owed. Defendant also argues that it did not fail to incorporate any additional remuneration into the regular rate of pay. Defendant maintains compliance with all its meal and rest period obligations. Defendant asserts it complied with all its reimbursement obligations, and that Plaintiff and other employees were compensated for any and all business expenses necessarily incurred. To the extent employees received

wage statements that were allegedly inaccurate, Defendant asserts employees suffered no actual damage or harm as a result. (*See, e.g.*, *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) With respect to Plaintiff's claim for waiting time penalties, Defendant alleges its good-faith belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiff cannot prove Defendant's alleged failure to pay all final wages at the time of 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, among others, Defendant denies all of Plaintiff's claims and allegations, and further claims it did not engage in any unfair business practices and denies liability under PAGA. Defendant also maintains the claims are improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that could bar class certification or significantly reduce Defendant's overall liability.

DISCOVERY AND INVESTIGATION

8. The Parties agreed to mediate this action with Hon. Carl J. West (Ret.), an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal production of documents and information before mediation. Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the claims asserted in this action. Defendant produced a statistically sound sample of time and pay records for 20% of the putative Class, Plaintiff's personnel file and time and pay records, and Defendant's written employment policies in effect during the Class Period. Defendant also provided information regarding the estimated number of current and formerly employed Class Members, Aggrieved Employees, and PAGA Pay Periods.

9. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample records and documents regarding Defendant's wage-and-hour policies. Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to the mediation. The sample time and pay records analyzed contained 8,261 actual shifts worked (representing roughly 19% of total shifts worked in the Class Period), which allowed Plaintiff's

expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff's and her Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

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

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

KEY TERMS OF SETTLEMENT

12. GSA and Funding: The Gross Settlement Amount ("GSA") is $230,000.00, subject to potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.1.) Defendant will separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments to the Administrator. (*Id.*) The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within fourteen (14) days of the Effective Date. (*Id.* at ¶ 4.1.)

13. Escalator Clause: The GSA is based on Defendant's belief that there are approximately 9,527 Workweeks at issue during the Class Period, as of the date of the July 13, 2026 Mediation. (*Id.* at ¶

7.1.) Should the actual number of Workweeks be more than ten percent (10%) greater than this figure (i.e., more than 10,480 total Workweeks), Defendant agrees to either (1) increase the GSA on a proportional basis by the percentage by which the number of Workweeks exceeds 10,480 (e.g., if the number of Workweeks increases by 12%, the GSA would increase by 2%, a $4,600 increase, making the revised GSA $234,600), or (2) shorten the Class Period so that it ends on the date the number of Workweeks reaches 10,480, in which case Defendant will not be required to pay any additional amount. (*Id.*) Defendant has agreed to be prepared to inform the Court of its election at the Preliminary Approval Hearing. (*Id.*)

14. Class Representative Service Payment: The Settlement includes a payment of up to $7,500.00, payable from the GSA and subject to the Court's approval, to Plaintiff as the Class Representative, in addition to any Individual Class Payment and Individual PAGA Payment she is entitled to receive as a Participating Class Member and Aggrieved Employee. (*Id.* at ¶¶ 1.14, 3.2.1.) The Class Representative Service Payment is for Plaintiff initiating and providing services in support of the Action. (*Id.* at ¶ 1.14.) If the award finally approved is less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. (*Id.* at ¶ 3.2.1.)

15. Class Counsel Fees and Expenses Payments: The Settlement permits a fee application, payable from the GSA, of not more than one-third of the GSA, currently estimated to be $76,666.67, for reasonable attorneys' fees, and a Class Counsel Litigation Expenses Payment of not more than $25,000.00 for reimbursement of reasonable litigation expenses. (*Id.* at ¶ 3.2.2.) If the amounts finally approved are less than requested, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id.*) To date, my firm has incurred $14,817.45 in actual litigation costs, and a true and correct copy of a report showing current costs is attached hereto as **Exhibit 4**.

16. Administration Expenses Payment: The Settlement provides an Administration Expenses Payment to the Administrator, payable from the GSA, in an amount not to exceed $7,500.00, except upon a showing of good cause and as approved by the Court. (*Id.* at ¶3.2.3.) If actual administration expenses are less, or the Court approves payment of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action

Administration Solutions ("Phoenix") as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.2, 6.1.) A true and correct copy of Phoenix's not-to-exceed bid of $7,500.00 is attached hereto as **Exhibit 5**.

17. Aggrieved Employees; PAGA Period: "Aggrieved Employees" is defined as all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period. (*Id.* at ¶ 1.32.) For purposes of the Settlement, the "PAGA Period" is July 26, 2024, through September 13, 2026. (*Id.* at ¶ 1.30.)

18. PAGA Penalties; Individual PAGA Payments: The Settlement allocates $20,000.00 from the GSA for settlement of the Released PAGA Claims. That amount will be distributed 65% ($13,000.00) to the LWDA and 35% ($7,000.00) to Aggrieved Employees, pursuant to Labor Code section 2699, subdivision (m). (*Id.* at ¶ 3.2.5.) Each Aggrieved Employee will receive a pro rata share of the 35% share of the PAGA Penalties based on the number of PAGA Pay Periods worked during the PAGA Period. (*Id.* at ¶ 3.2.5.a.) This results in an average Individual PAGA Payment of roughly **$56.00** for each of the estimated 125 Aggrieved Employees ($7,000.00 / 125), and a PAGA Pay Period value of roughly **$3.72** for each of the estimated 1,883 PAGA Pay Periods in the PAGA Period ($7,000.00 / 1,883).

19. Net Settlement Amount: The Net Settlement Amount is the GSA less the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Administration Expenses Payment, in the amounts approved by the Court. (*Id.* at ¶ 1.27.) The remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id.*) Accordingly, the Net Settlement Amount is estimated to be **$93,333.33** for an estimated Class of **18 individuals**.[1]

20. Class Members/Period: The Class is defined as all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Period, which for the avoidance of doubt may also include Aggrieved Employees. (*Id.* at ¶ 1.4.) For purposes of the Settlement, the "Class Period" is July 28, 2021, through September 13, 2026. (*Id.* at ¶ 1.12.)

[1] The Net Settlement Amount was calculated by deducting the following from the $230,000.00 GSA: $7,500.00 for the Class Representative Service Payment, up to $7,500.00 for the Administration Expenses Payment, $20,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, $76,666.67 for the Class Counsel Fees Payment, and up to $25,000.00 for the Class Counsel Litigation Expenses Payment. (Settlement, ¶¶ 3.1, 3.2–3.2.5.)

21. Individual Class Payments: Each Class Member who does not opt out will receive a pro rata share of the Net Settlement Amount based on the number of Workweeks worked during the Class Period. (*Id.* at ¶ 3.2.4.) The estimated **$93,333.33** Net Settlement Amount results in an average Individual Class Payment of roughly **$518.52** for each of the estimated 180 Class Members ($93,333.33 / 180),[2] and a Workweek value of roughly **$9.80** for each of the estimated 9,527 Workweeks in the Class Period ($93,333.33 / 9,527).

22. Tax Allocations: Individual Class Payments will be allocated 20% as wages and 80% as interest and penalties for tax purposes. (*Id.* at ¶ 3.2.4.a.) Individual PAGA Payments will be reported on IRS 1099-MISC Forms, and Aggrieved Employees assume full responsibility for any taxes owed on them. (*Id.* at ¶¶ 3.2.5.a, 3.2.5.b.)

23. Disbursement and Uncashed Funds: Disbursement will occur within 14 days of completed funding. (*Id.* at ¶ 4.2.) Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (*Id.* at ¶ 3.1.) For any Class Member whose Individual Class Payment check or for any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after 180 days from date of mailing, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee thereby leaving no "unpaid residue" in accordance with the requirements of California Code of Civil Procedure Section 384(b). (*Id.* at ¶¶ 4.2.1, 4.2.3.)

24. Release by Participating Class Members: The "Released Class Claims" is limited to any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint arising during the Class Period. (*Id.* at ¶ 5.2.)

25. Release by Aggrieved Employees: The "Released PAGA Claims" is limited to any and all claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged or that reasonably

[2] At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data. (Settlement, ¶ 6.2.) The high and low range of payments will be provided to the Court in a motion for final approval.

could have been alleged based on the facts alleged in the Operative Complaint or Plaintiff's PAGA Notice arising during the PAGA Period. (*Id.* at ¶ 5.3.)

26. Plaintiff's Section 1542 Release: Under the Settlement, Plaintiff has agreed to a general release of all claims related to her employment with or separation from Defendant. (*Id.* at ¶ 5.1.) She has also waived her rights under California Civil Code section 1542. (*Id.* at ¶ 5.1.2.) Plaintiff's release does not waive claims for unemployment or workers' compensation benefits, vested ERISA rights, claims that may arise after she signs the Agreement, or claims that cannot be released by private agreement. (*Id.* at ¶ 5.1.1.)

27. Effective date of claims releases: The releases become effective only on the date Defendant fully funds the entire GSA and separately pays all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (*Id.* at ¶ 5.)

28. Released Parties: Defendant and each of its 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 ¶ 1.41.)

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 ¶ 6.4.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement, the estimated Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of 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 PAGA 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 ¶¶ 6.4, 6.13–6.13.3, Ex. A.)

30. No Related Actions: The Parties, Class Counsel and Defense Counsel 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 ¶ 2.8.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

31. Plaintiff's 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 Defendant's informal class-wide discovery production, on Plaintiff's Counsel independent investigation and evaluation, and on their extensive experience in wage-and-hour litigation, Plaintiff's Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses Defendant may assert both to certification and on the merits, the Settlement is in the best interest of the Class and LWDA.

32. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by Defendant, on Plaintiff's expert's analysis of the sample records provided by Defendant, and on information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on a review of Defendant's records, it is estimated that there are approximately 180 Class Members who collectively worked 9,527 Workweeks during the Class Period, and 125 Aggrieved Employees who collectively worked 1,883 PAGA Pay Periods during the PAGA Period. Additionally, there were an estimated 85 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, that Class Members' average hourly rate was $23.07, and that the average regular hourly rate was $23.41.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	9,527 Workweeks	$23.41 average regular rate	Based on Expert Analysis of Records	**$2,830.25***
Unpaid Wages (Off the Clock)	9,527 Workweeks	$23.07 average hourly rate	7,304 net unpaid hours (assuming 10 minutes per shift; 93.9% overtime)	**$60,876.02****
Meal Period Violations	9,527 Workweeks	$23.07 average hourly rate	6,475 unique meal break violations (based on expert analysis of records)	**$37,344.56***

Rest Period Violations	9,527 Workweeks	$23.07 average hourly rate	10,792 unique rest break violations (assumes 25% violation rate for shifts of at least 3.5 hours)	**$37,345.72****
Unreimbursed Business Expenses Violations	9,527 Workweeks	$25.00 per month	Assumes $25.00 per month	**$8,931.56****
Labor Code § 203	Based on approx. 85 terminated employees within the 3-year SOL	$23.07 average hourly rate / 30-day max.	Assumes 8.4 hours / day	**$49,415.94*****
Labor Code § 226	Based on approx. 125 employees within the 1-year SOL	$50 per initial pay period / $100 per subsequent pay periods / $4,000 employee max.	Based on 1,883 pay periods within the 1-year SOL	**$18,205.00*****
PAGA	Based on 1,883 pay periods within the 1-year SOL	$100 per pay period	Based on 1,883 pay periods within the 1-year SOL	**$18,830.00*****
Total				**$233,779.05**
* 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 15% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits.[3]				

33. Plaintiff's regular rate claim is based on allegations that Defendant failed to incorporate all non-discretionary compensation in calculating Class Members' regular rate of pay, resulting in underpayment of wages. Based on Defendant's payroll data, Plaintiff's expert identified 52 additional payments that were not factored into the regular rate of pay. This affected 13.9% of Class Members for

[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.

overtime pay, 8.3% of Class Members for sick pay, and 11.1% of Class Members for meal break premium pay. Accordingly, Plaintiff's expert calculated Defendant's maximum exposure for this claim to be $11,321.00. Defendant contends that employees were properly compensated and that any additional compensation at issue was discretionary. Plaintiff's Counsel also acknowledges that, to the extent it failed to incorporate additional remuneration into the regular rate of pay, which Defendant denies, the exposure was minimal. Only 4.1% of pay periods included overtime pay and additional compensation, only 1.3% of pay periods included sick pay and additional compensation, and only 0.8% of pay periods included meal break premium and additional compensation. In light of these defenses, and for purposes of settlement, I discounted the maximum potential liability by 75%. Therefore, **Plaintiff's realistic recovery estimate for the regular rate claim is $2,830.25**.

34. Plaintiff's unpaid wages claim is based on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock work performed. Plaintiff alleges that Class Members were required to start up their computers and wait for Defendant's timekeeping system to load before they could clock in. Based on information from Plaintiff and for purposes of mediation, Plaintiff's Counsel estimated that Class Members spent an average of 10 minutes off the clock per shift. Accordingly, Plaintiff's Counsel and data expert estimated that Defendant failed to pay Class Members for approximately 7,304 net hours, 93.9% of which would be paid at the overtime rate. From this, and based on the average hourly rate of $23.07, Defendant's estimated maximum potential liability is estimated to be $405,840.15. Defendant contends that all time worked was compensated, that any time spent logging in was *de minimis*, that Class Members were not permitted to work off-the-clock, and that this claim is highly individualized and not susceptible to class-wide treatment. I acknowledge that "off-the-clock" claims are difficult to try on a class-wide basis because there is no apparatus that can be used to measure off-the-clock work. In light of these defenses, and for purposes of settlement, I discounted the maximum potential liability by 85%. **Plaintiff's realistic recovery estimate for the unpaid wages claim due to off-the-clock work is therefore $60,876.02.**

35. Plaintiff's meal period claim is based on allegations that due to the nature of their work and Defendant's policies and practices, Class Members were subjected to late, short, and/or interrupted meal

periods, including meal periods taken after the fifth hour of work and non-compliant second meal periods, without compensation in lieu thereof. Based on the sample of time and payroll records, Plaintiff's expert identified approximately 6,475 unique meal break violations during the Class Period. Plaintiff's Counsel then calculated that, in light of these violations and the average hourly rate of the putative Class, Defendant had a potential liability of $149,378.25 (6,475 unique violations x $23.07 average hourly rate). Defendant nonetheless contends that meal breaks were provided and, where a violation appears, it resulted from the Class Member voluntarily choosing to forgo a meal period, take it after the end of the fifth hour, or end the break early to return to work. Moreover, certifying and proving this claim would require declarations from Class Members, and obtaining such declarations could reveal that each Class Member had a different experience with respect to meal periods. In light of these defenses, and for purposes of settlement, Plaintiff's Counsel believes it reasonable to apply a 75% discount to the potential liability. **Plaintiff's realistic recovery estimate for the meal period claim is therefore $37,344.56.**

36. The rest break claim is based on the allegation that due to the nature of their work, and Defendant's policies and practices, Class Members were not permitted to take ten-minute, continuous, and uninterrupted rest periods for every four hours worked, or major fraction thereof, without compensation in lieu thereof. The precise number of rest break violations could not be calculated because Defendant does not record and is not required to record rest breaks. Therefore, in preparation for mediation, Plaintiff's Counsel assumed a 25% violation rate for shifts of at least 3.5 hours in length. Based on the average hourly rate of the putative Class, Plaintiff's Counsel calculated Defendant's potential liability to be $248,971.44 (10,792 unique rest break violations x $23.07 per hour). Defendant nonetheless contends that rest periods do not have to be recorded and that Class Members voluntarily chose to forgo some rest breaks. Defendant also contends that this claim is individualized in nature and would require declarations from Class Members indicating that they experienced issues with rest breaks. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential liability by 85%. **Plaintiff's realistic recovery estimate for the rest break claim is therefore $37,345.72.**

37. The unreimbursed business expenses claim is based on the allegation that Defendant did not reimburse Class Members for all expenses incurred in direct consequence of the discharge of duties,

including for the use of their personal cellphones for work purposes, and the purchase of required work equipment such as work boots and utility belts. The precise value of all necessary business expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation, Plaintiff's Counsel estimated that Defendant owed approximately $25.00 per month to each Class Member for the 9,527 Workweeks in the Class Period, resulting in a maximum potential liability of $59,543.75. Defendant contends that it complied with all its reimbursement obligations. Defendant further contends that the reimbursement claim would be difficult to certify given its individualized nature. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential liability by 85%. **Plaintiff's realistic recovery estimate for the unreimbursed expenses claim is therefore $8,931.56.**

38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates Defendant's maximum potential recovery, prior to risk-adjustment, is $864,509.40, which breaks down as follows: **$494,159.40** for waiting time penalties for approximately 85 terminated Class Members in the 3-year SOL; a **$182,050.00** penalty for inaccurate wage statements based on approximately 125 Class Members in the 1-year SOL; and **$188,300.00** for PAGA penalties based on 1,883 Pay Periods and the Court assessing a $100 penalty for each pay period containing a violation. However, I believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties and given Defendant's defenses, including without limitation, that any failure to pay all final wages at the time of separation was not willful or intentional and that to the extent Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore, considering the underlying wage claims are realistically estimated to be $147,328.11, awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 90% discount to each penalty (resulting in **$49,415.94** for waiting time penalties, **$18,205.00** for inaccurate wage statement penalties, and **$18,830.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate of $86,450.94 for statutory and civil penalties**.

39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all claims, including penalties, is $233,779.05**. This means **the $230,000.00 gross settlement figure represents roughly 98% of the total realistic recovery**. This is an excellent result for the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being able to recover anything.

40. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation, Defendant has had to hire legal counsel, engage in informal class-wide discovery, and participate in mediation. Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming final settlement approval is granted. (Settlement, ¶ 3.2.5.) Not including its own attorneys' fees and costs as well as the employer's share of payroll taxes, Defendant will pay $230,000.00 to resolve this matter—of which $20,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699 as 65% ($13,000.00) to the LWDA and 35% ($7,000.00) to Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved Employees from pursuing any individual claims they may have against Defendant or the other Released Parties. Moreover, Plaintiff's Counsel are of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

41. Further, Plaintiff's Counsel took into account the risk of not being able to proceed on a representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial, penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff would be successful at trial, assuming she is first able to certify the claims and defeat the manageability issues presented at litigation, Plaintiff could be awarded substantially less than what was obtained through the

Settlement. In sum, the $20,000.00 PAGA Penalties allocation under the Settlement constitutes genuine and meaningful relief.

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

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

44. Furthermore, even if Plaintiff was able to pursue her claims on a class-wide basis and obtain certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class. Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis, they have not conducted extensive formal discovery. Moreover, preparation for class certification and a trial would remain for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or any summary judgment ruling. As a result, the Parties would incur considerably

more attorneys' fees and costs through trial. In sum, this Settlement avoids the risks, burdens, and the accompanying expense of further litigation.

45. The proposed $230,000.00 Settlement represents a substantial recovery when compared to the reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic range of outcomes of the litigation"].)

THE REPRESENTATIVE PAYMENT TO PLAINTIFF IS REASONABLE

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

47. At the same time, Plaintiff faced many risks in adding herself as the named Plaintiff in this matter. Plaintiff faced actual risks with her future employment, as putting herself on public record in an employment lawsuit could also very well affect her likelihood for future employment. For example, a search

of Plaintiff's name will reveal this action, and as a result, many employers may likely forego hiring Plaintiff upon learning she sued a former employer.

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

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

MY EXPERIENCE AND QUALIFICATIONS

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

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

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

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

54. I am experienced in prosecuting and defending employment matters, particularly class actions and PAGA representative 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 California counties, 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 hourly rate in that case, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys"); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc*. (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc*. (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

55. Allen Feghali is a partner at Moon Law Group, PC. He received his B.A. in Global and International Studies in 2011 from UC Santa Barbara, and his J.D. from University of La Verne College of Law in 2014. Mr. Feghali became an Active Member of the State Bar of California in December 2014 and

has been an Active Member in good standing continuously since then. He was selected by Super Lawyers as a "Southern California Rising Star" in 2020–2023.

56. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice has focused on advocating for the rights of employees at the trial-court and appellate level. Prior to roughly June 2018, with the exception of a handful of cases, his practice focused on individual FEHA and wrongful termination claims, as well as individual wage-and-hour claims. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage-and-hour class and PAGA representative actions.

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

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

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

(b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken under submission by the Court on February 3, 2022.

(c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397), which is not currently scheduled for hearing.

(d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al*. (No. 19STCV44400),

which was granted, in part, and denied, in part, in October 2022.

(e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV 20-1448 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage-and-hour class alleging that Plaintiff's claims were pre-empted by the Labor Management Relations Act.

(f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.

(g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 13, 2018) No. 2:17–cv–09056–RSWL–MRWx, 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the individual defendant, who was alleged to have harassed the plaintiff under FEHA, was a proper defendant.

(h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for $850,000.00, $375,000.00, and $250,000.00. In addition to the foregoing, Mr. Feghali has resolved or assisted in the resolution of approximately 100 cases which has resulted in millions of dollars of unpaid wages being returned to low-wage employees.

(i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of Hernandez v. CR Laurence, Inc., et al. (No. 20STCV32372), which was granted, in part, and denied, in part, in February 2024.

59. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage-and-hour class and 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).

ENZO NABIEV'S EXPERIENCE AND QUALIFICATIONS

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

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

62. Mr. Nabiev is a member in good standing with the California State Bar and in the United States District Court for the Central and Northern Districts. Mr. Nabiev's billing rate is $750.00 per hour, which

is his usual hourly rate in wage and hour litigations. Based on Mr. Nabiev's 5 years of experience, his Laffey Matrix rate with a 2.53% adjustment is $641.81 per hour ($625 Laffey Matrix rate + (2.53% x $625)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Nabiev's billing rate of $750.00 per hour is reasonable.

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

(a) In August 2025, Mr. Nabiev prepared the briefing in the matter of *Slaughter v. Finlite, Inc.* (Alameda Case No.: 22CV018565), which resulted in a certification order following contested briefing in a wage and hour class action.

(b) In March 2023, he prepared the briefing in *Aguirre JR. v. B.W Packaging Systems*. et al., No. 222CV04980ODWGJSX, 2023 WL 2605016 (C.D. Cal. Mar. 22, 2023), which resulted in a remand order where defendant's removal was based on CAFA jurisdiction.

(c) In April 2022, he fully briefed, argued, and won in the Court of Appeal in the Fourth Appellate District, regarding the issue of whether a pre-dispute arbitration agreement is enforceable under the Federal Arbitration Act when it includes a contractual waiver of representative claims under PAGA.

(d) In February 2022, he briefed a motion for class certification in *Brown v. NTI-CA, Inc.* (LASC No. 21STCV04397) where Defendant elected to file bankruptcy.

(e) In September 2021, he fully briefed, argued, and won an Opposition to a Motion for Summary Adjudication in the matter of *Dorsey v. Circa Tile & Stone, Inc.* (LASC Case No: 19STCV08365) where Defendant attempted to release individual claims under PAGA on behalf of each employee who executed a release agreement.

(f) In May 2021, he fully briefed and won an Opposition to a Motion to Compel

Arbitration in the matter of *Morales v. Precision Aerospace Corp.* (Case No: CIV-DS2006541) where Defendant attempted to compel individual arbitration and dismiss class action claims based on Plaintiff's signed arbitration agreement within an employee handbook. There, the matter was settled on a class-wide basis for $900,000.00.

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

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

MICHAEL E. BRAUD'S EXPERIENCE AND QUALIFICATIONS

65. Michael Braud received a B.A. in History with a minor in Public Policy in 2016 from University of California, Berkeley, and his J.D. from University of California, Davis, Law School in 2022. Mr. Braud became an Active Member of the State Bar of California in November 2022, and he has been an Active Member in good standing continuously since November 2022.

66. For the past four years working for labor and employment firms, Mr. Braud has focused on litigation of labor and employment matters, and he has prosecuted cases on behalf of employees and defended employees against employer's potential countersuits, with a strong focus on wage and hour class action and PAGA causes of action. Mr. Braud has been heavily, successfully, and continuously involved in active litigation and trial work, and has acted as second-chair in a jury trial on behalf of an employee in a wrongful termination, retaliation, and discrimination action.

67. His current billing rate is $650.00 per hour, which is his usual hourly rate for wage and hour litigations. A $650.00 per hour rate is reasonable considering his years of experience practicing in the highly specialized area of employment and labor law and his Laffey Matrix rate. Based on his 4 years of experience, his Laffey Matrix rate with a 2.53% adjustment is $640.81 per hour ($625 Laffey Matrix

rate + (2.53% x $625)). (*See* Ex. 6.) Accordingly, his current billing rate of $650.00 per hour is reasonable.

68. Mr. Braud is experienced in prosecuting and defending employment matters, particularly wage and hour class and PAGA actions. The firms he has worked for have mostly focused on wage, hour, and working conditions violations. In addition to the present case, he is 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 recent class action and/or PAGA settlements for which Mr. Braud was the handling attorney at his prior employer that have received preliminary and/or final approval: *Kasie Bey-Keys and Paris Lorenzo Woods v. BG-IC, L.L.C.., et al* (LASC Case Nos. 23STCH23484 (Class), 23STCH28946 (PAGA)) (class size approx. 110); *Edwards v. Firecode Safety Equipment, Inc., et al.* (Sacramento County, Case No. 23CV001535 (PAGA-only) (PAGA size approx. 49); *Greg Enciso v. Master Lightning Security Solutions, et al.* (San Bernardino County Case No. CIVSB2133451) (class size approx. 420); *Essary v. Community Corporation of Santa Monica* (LASC Case No. 22STCV38098) (PAGA size approx. 125); *Ravneet Kaur and Jessica Gonzalez v. Color Health, Inc., et al.* (San Mateo County Case No. 23-CV-00420) (PAGA size approx. 347); *Christina Baterina Pada Morales v. Millbrae Care Center, LLC, et al.* (San Mateo County Case No. 23-CIV-04710) (Class size approx. 327); *Shaloma Smith v. Marksman Security Corporation, et al.* (Orange County Case Nos. 30-2023-01352183-CU-OE-CXC (Class), 30-2023-01352183-CU-OE-CXC (PAGA)) (class size approx. 310); *Luis Villalpando et al. v. Los Angeles Truck Service, LLC, et al.* (LASC Case Nos.: 22STCV11804 (Class), 22STCV26724 (PAGA)) (class size approx. 1,921); *Wayne Williams et al. v. ForTec Medical, Inc., et al.* (Alameda County Case No. 22CV014116) (Class size approx. 59). In addition to aforementioned settled matters, I have been the handling attorney on many other class action and/or PAGA action cases which are currently proceeding through the settlement approval process, including: *Miguel Aguilar v. YHB Long Beach, LLC, et al.* (LASC Case No. 25STCV07719) (class size approx. 160); *Leonard Keith Jr. Alfonso v. SCP Property Management, LLC, et al.* (SFSC Case No. CGC-25-624023) (class size approx. 54); *Kevin Liberato Campos Vargas v. California Arborist Complete Tree Care, Inc., et al.* (LASC Case Nos. 24STCV11469 (Class), 24STCV20153 (PAGA) (class size approx.. 125); *Major Castleberry, et al. v. Covenant Aviation Security, LLC, et al.* (SFSC Case

No. 25STCV06252) (class size approx. 1670); *Esperanza Coe v. Five J's Family Enterprises L.P., et al.* (Riverside County Case Nos. CVRI2402798 (Class), CVRI2404282 (PAGA)) (class size approx. 588); *Andrew Correa v. Evoqua Water Technologies, LLC, et al.* (LASC Case No. 25STCV09650 (Class); USDC CDCA Case No. CV-25-03956-KS (Class); LASC Case No. 25STCV17059 (PAGA)) / *Trevor Thomas v. Evoqua Water Technologies, LLC, et al.* (LASC Case No. 25STCV28376 (PAGA) (class size approx. 262); *Crimlisk v. Seabreeze Management Company, Inc., et al.* (SFSC Case No. CGC-24-619789 (PAGA-only)) (PAGA size approx. 375); *Marcos Flores v. Edgebanding Services, Inc., et al.* (Alameda County Case No. 24CV069821) (class size approx. 55); *Rene Gonzalez v. Allied International Security, Inc., et al.* (LASC Case Nos. 24STCV09984 (Class), 24STCV20065 (PAGA)) (class size approx. 506); *Leopoldina Jackson v. Valley Presbyterian Hosp., et al.* (LASC Case No. 25STCV08667) (class size approx. 1,971); *Sungduk Lee v. DMG Mori USA, Inc. and DMG Mori Mfg. USA, Inc., et al.* (San Diego County Case No. 25CU030144C) (class size approx. 193); *Joel Machuca v. Ocha Classic Corp., et al.* (LASC Case No. 24STCV01955) (class size approx. 147); *Ruben Munoz and Jada Scott v. Children's Hospital Los Angeles, et al.* (LASC Case No. 23STCV02941 (PAGA-only) (PAGA size approx. 7,500); *Francisco Poroj Alvarez v. Samuel Hale, LLC, et al.* (Alameda County Case No. 24CV074900 (PAGA-only)) (PAGA size approx. 499); *Sarah N. Sapien, et al. v. DCH Del Norte, Inc., et al.* (LASC Case Nos. 21STCV38930 (Class), (21STCV47072 (PAGA)); (class size approx. 2,300); *Jessie Taylor Scarborough-Ghent v. Sticky Rice Highland Park, Inc., et al.* (LASC Case Nos. 24STCV05796 (Class), 24STCV15932 (PAGA)) (class size approx. 390); *Bryson L. Slaughter v. Sully's Food Stores, LLC, et al.* (Kern County Case No. BCV-25-101224) (class size approx. 559); *Sorto v. Clark Pest Control of Stockton, Inc., et al.* (Santa Clara County Case No. 24CV428713 (PAGA-only), coordinated into CLARK PEST CONTROL WAGE AND HOUR CASES, JCCP Case No. 5327) (PAGA size approx. 1,900); *Gerardo Tamayo v. Construction and Demolition Recycling, Inc., et al.* (LASC Case No. 25STCV06252) (PAGA size approx. 230); *Jacqueline Trujillo v. The Original Fish Taco, LLC, et al.* (San Bernardino County Case No. 25STCV06252) (PAGA size approx. 2,213); *Ernest Abraham Turay v. K.R. Wolfe, Inc., et al.* (LASC Case No. 24STCV10673 (PAGA-only) (PAGA size approx. 77); *Belem Villalpa v. Mattel Sales Corp., et al.* (San Bernardino County Case Nos. CIVSB2424849 (Class), CIVSB2502575 (PAGA)) (class size approx. 225); *Juliet Welton v.*

Cerna Healthcare, LLC, et al. (Orange County Case No. 30-2024-01390734-CU-OE-CXC (Class), 30-2024-01410320-CU-OE-CXC (PAGA)) (class size approx. 1,160); *Turesa Wilcox, et al., v. Harbor UCLA Medical Center Guild, Inc., et al.* (LASC Case No. 23STCV13382 (Class); USDC CDCA Case No. 2:23-cv-02802-MCS-JC (Class); LASC Case No. 23STCV24794 (PAGA)) (class size approx. 1,300); *Charles Wilkins v. Orthopaedic Hospital, et al.* (LASC Case Nos. 24STCV03460 (Class), 24STCV10042 (PAGA)) (class size approx. 386).

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

73. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third of the Gross Settlement Amount, currently estimated to be $76,666.67, and litigation costs up to $25,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees can be justified under either the lodestar method or the percentage/common fund recovery method. However, we base the proposed fees award on the percentage method, as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

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

78. As of the drafting of this motion, my office has incurred $14,817.45 in expenses litigating this action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs are below the maximum amount allowed under the Settlement, the difference will be allocated for distribution to Participating Class Members. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

(a) Numerous interviews with Plaintiff and review of documents provided by her;

(b) Legal research and investigation regarding Defendant's business and employment practices at numerous points in the litigation;

(c) Preparation and submission of Plaintiff's PAGA notice;

(d) Preparation, finalization, and filing of multiple drafts of the original class action complaint and subsequent first amended complaint;

(e) Extensive "meet and confer" correspondence and discussions with Defense Counsel regarding mediation and to obtain relevant documents and information through informal discovery;

(f) Research and preparation of Plaintiff's mediation brief;

(g) Analysis of the discovery production and preparation of a damages model with the aid of a statistics expert;

(h) Attendance and active participation at a full day of mediation;

(i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;

(j) Preparation of the motion for preliminary approval and the accompanying filings;

(k) Anticipated preparation for and attendance at the preliminary approval hearing;

(l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;

(m) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;

(n) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and

(o) Anticipated responding to Class Member inquiries and communicating with Plaintiff regarding the case.

80. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of $230,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on November 5, 2026, at Los Angeles, California.

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Kane Moon