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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

MICHELLE RYAN aka MICHELLE DE LA TORRE, individually, and on behalf of other similarly situated employees,

Plaintiff,

vs.

GREENHOUSE SOFTWARE, INC.; and DOES 1 through 10, inclusive,

Defendants

Case No. CGC-25-627487

CLASS AND REPRESENTATIVE ACTION

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

PRELIMINARY APPROVAL HEARING:
Date: December 18, 2026
Time: 11:30 a.m.
Judge: Hon. Jeffrey S. Ross
Dept.: 613

Action Filed: July 22, 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 of the Courts of the State of California and am one of the attorneys of record for Plaintiff Michelle Ryan aka Michelle De La Torre ("Plaintiff") and the putative Class.

2. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

CASE BACKGROUND

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"). Plaintiff seeks to represent a class of all current and former non-exempt employees who worked for Defendant Greenhouse Software, Inc. ("Defendant") (together with Plaintiff, the "Parties") in California at any time between July 22, 2021, and December 31, 2026, pursuant to the Class and Representative Action Settlement Agreement and Release (the "Settlement" or "Settlement Agreement") attached hereto as **Exhibit 1**, for various violations of the California Labor Code. Defendant is a hiring platform company that provides recruiting, talent sourcing, and applicant tracking software services. Plaintiff was classified as non-exempt during the entirety of her employment and was subjected to the same labor practices as her coworkers.

4. Plaintiff's claim for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiff and others for off-the-clock work, and failed to incorporate all remuneration into employees' regular rate of pay for purposes of paying overtime, meal premium or sick pay. Moreover, Plaintiff alleges that Defendant systematically failed to provide meal periods and rest breaks. In addition to the foregoing claims, Plaintiff brings 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.

5. Because of Defendant's alleged violations of various provisions of the Labor Code, Plaintiff commenced this Action on July 22, 2025, by filing 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. On September 24, 2025, Plaintiff filed a First Amended Class Action Complaint against Defendant adding a cause of action for civil penalties under PAGA (the "Operative Complaint"). In compliance with Labor Code section 2699, subdivision (*l*)(1), Plaintiff's Counsel submitted a file-stamped copy of Plaintiff's first amended complaint that contained the Court-assigned case number to the LWDA.

6. On July 19, 2025, Plaintiff submitted a PAGA notice of alleged Labor Code violations to Defendant and the California Labor and Workforce Development Agency (the "LWDA"). On October 8, 2026, Plaintiff subsequently submitted an amended PAGA notice to the LWDA to correct Plaintiff's employment position and employment dates. True and correct copies of the PAGA notices are attached hereto as **Exhibit 2**. Plaintiff's administrative exhaustion period under PAGA expired without the LWDA indicating its intent to investigate the alleged violations.

7. On July 30, 2026, the Parties participated in an all-day remote mediation before Deborah Saxe, a JAMS mediator with experience litigating and mediating employment wage-and-hour class actions. After a full day of mediation, the Parties accepted a mediator's proposal agreeing to the material terms of the Settlement, which were documented in a Memorandum of Understanding of Class and PAGA Settlement executed on July 30, 2026.

8. Defendant contends that it has acted properly and lawfully at all times and denies any wrongdoing, including any of the wrongful acts or violations of law or duty alleged in the Complaint, First Amended Complaint, PAGA notice, amended PAGA notice, or the Action. Defendant also denies that Plaintiff or any of the Class Members are entitled to any form of wages, damages, penalties, interests, attorneys' fees, costs, or any relief whatsoever (at law or at equity). Defendant is prepared to vigorously litigate this matter and has entered into the Settlement solely to avoid the substantial expense and burdens of litigation and business interruptions that it creates. Defendant has concluded that it is beneficial to fully and finally settle and terminate the Action in the manner and upon the terms and conditions set forth in the Settlement.

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DISCOVERY AND INVESTIGATION

9. Following the filing of Plaintiff's complaint, the Parties met and conferred regarding an agreement to mediate the claims. Thereafter, the Parties agreed to a protocol for exchanging documents and information before the mediation. Plaintiff obtained from Defendant, through informal but extensive discovery, information sufficient to meaningfully evaluate the claims at issue in the action, including applicable written policies, the employee handbook in effect during the Class Period, Plaintiff's complete personnel file, a sample of time and corresponding payroll records for Class Members, and information regarding the estimated number of current and former Class Members, Workweeks, PAGA Group Members, PAGA Pay Periods, and average hourly pay.

10. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample time/pay 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 mediation. The sample of time and pay records contained the records of 8 Class Members (representing approximately 22% of the Class), 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 were 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.

11. To the best of my knowledge, I am not aware of any individual, representative, or class action in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted in this action on behalf of a class or group of individuals who would also be members of the putative Class, as defined in this matter. I have come to this conclusion after a reasonable inquiry and review of the LWDA's PAGA Case Search website, this Court's case search website, and other information reasonably available online. Additionally, Defendant has not indicated there is any other related case pending as of the date of this declaration. As such, I am unable to name any case the nature of any

claims asserted in such case, or the definition of a class of parties on whose behalf any action was brought that would overlap with the putative Class, as defined in this matter, or would otherwise be extinguished or adversely affected by approval of this Settlement.

SETTLEMENT NEGOTIATIONS

12. On July 30, 2026, the Parties participated in a full day mediation with Deborah Saxe, Esq., a professional and neutral class and PAGA action mediator. The settlement 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 extensive discussion regarding the merits and certifiability of Plaintiff's claims and Defendant's defenses, a settlement was reached by the parties, the material terms of which are encompassed within the Settlement.

13. Plaintiff's Counsel submitted the proposed Settlement to the LWDA and received an email confirming the submission, a true and correct copy of which is attached as **Exhibit 3** to this declaration.

14. Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (*See* Settlement, Ex. C [The Class Notice informs Class Members that they do not have to do anything and will automatically receive a check if the Court approves the Settlement.].) Each Class Member who does not opt-out will be entitled to a pro rata share of the Net Settlement Fund calculated according to the number of Workweeks worked during the Class Period. (*Id.* at ¶¶ 1.37, 7.1(a).) Likewise, each Aggrieved Employee will be entitled a pro rata share of 35% of the PAGA Penalty Amount calculated according to the number of PAGA Pay Periods worked during the PAGA Period. (*Id.* at ¶ 7.2.)

15. The Settlement Agreement provides for a Class Counsel Award of not more than one-third (1/3) of the Gross Settlement Amount (currently estimated to be $73,333.33) for Class Counsel's attorneys' fees, plus a reimbursement of actual litigation costs of not more than $20,000.00. (*Id.* at ¶ 2.2.) In the event the amount of actual costs is less and/or the amount of fees

and costs approved by the Court are less than the requested amounts, the difference will revert to the Net Settlement Fund. (*Id.* at ¶ 2.4.) At this time, my firm has incurred $20,920.05 in costs, and a true and correct copy of these litigation costs is attached hereto as **Exhibit 4**. However, Class Counsel requests reimbursement of $20,000.00 consistent with the Settlement.

16. The Settlement Agreement includes a Representative Service Payment to Plaintiff in an amount up to $7,500.00 from the Gross Settlement Amount, subject to the Court's approval, in addition to the amount she is eligible to receive as a Class Member. (*Id.* at ¶ 2.3.) The award is in recognition of her role in the Action. (*Id.* at ¶ 1.11.)

17. The Settlement Agreement provides that one-third (33.33%) of each Settlement Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). (*Id.* at ¶ 7.1(d).) The remaining one-third (33.33%) of each Settlement Class Member's Individual Class Payment will be allocated to settlement of claims for interest, and one-third (33.33%) will be allocated to settlement of claims for penalties (collectively, for the interest and penalties portions, the "Non-Wage Portion(s)"). (*Id.)* Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (*Id*.) One hundred percent (100%) of each PAGA Group Member's Individual PAGA Payment will be allocated to settlement of claims for penalties. (*Id.* at ¶ 7.2.)

18. The Parties jointly appoint Phoenix Class Action Administration Solutions as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.35.) The Settlement Agreement provides the Administrator will be paid no more than $4,250.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 1.36.) A true and correct copy of the Administrator's bid of $4,250.00 is attached hereto as **Exhibit 5**.

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

19. Plaintiff's Counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Plaintiff's Counsel is of the opinion that the Settlement is fair, reasonable, and adequate. Furthermore, in light of all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the

defenses that could be asserted by Defendant both to certification and on the merits, the settlement is in the best interests of the Class Members.

20. Based on my analysis of the time, payroll, and additional records provided by Defendant, Plaintiff's expert's analysis of the time and payroll records provided by Defendant, and information from Plaintiff, Plaintiff's Counsel evaluated Defendant's maximum exposure. I took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. Based on a review of Defendant's records to date, there are an estimated 36 Class Members who collectively worked a total of 4,034 Workweeks, and 25 PAGA Group Members who worked a total of 698 PAGA Pay Periods. Based on Defendant's payroll data, the average hourly rate was approximately $28.47 per hour, and there were 14 former employees for Labor Code § 203 penalties and 25 employees that fall within the 1-year statute of limitations ("SOL") period for penalties under Labor Code § 226.

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

Claim	**Relevant Time Period**	**Rate**	**Number of Violations**	**Maximum Exposure**
Unpaid Wages (Regular Rate of Pay)	4,034 Workweeks	$38.91 average regular rate	Based on expert analysis of records	**$113,924.00**
Unpaid Wages (Off the Clock)	4,034 Workweeks	$28.47 average hourly rate	3,000 net unpaid hours (assuming 10 minutes per shift) (97.5% overtime)	**$127,047.38**
Meal Period Violations	4,034 Workweeks	$28.47 average hourly rate	4,566 unique meal break violations	**$129,994.02**
Rest Break Violations	4,034 Workweeks	$28.47 average hourly rate	17,798 rest break violations (assumes 100% violation rate for shifts of at least 3.5 hours)	**$506,709.06**
Unreimbursed Business Expenses	4,034 Workweeks	$25 per month	Assumes $25 per month	**$26,050.00**

Labor Code §203	Based on approximately 14 terminated employees within the 3-year SOL	$28.47 average rate of pay / 30-day max.	Assumes 8.1 hours/day	**$96,854.94**
Labor Code §226	Based on approximately 25 class members within the 1-year SOL	$50 for initial violation; $100 for each subsequent pay period with $4,000 employee maximum	Based on 698 pay periods within the 1-year SOL	**$68,660.00**
PAGA	Based on 698 pay periods within the 1-year SOL	$100 per pay period	Based on 698 pay periods within the 1-year SOL	**$69,800.00**
Maximum Total for Claims				**$1,138,929.40**
Assuming 25% probability of prevailing at class certification and on the merits (i.e., 25% of maximum)				**$284,732.35**

21. Plaintiff's unpaid overtime claim is based in part on allegations that Defendant failed to incorporate non-discretionary remuneration into Class Members' regular rate of pay for purposes of paying overtime pay, meal break premiums, and sick pay. Plaintiff's expert reviewed the sample records and determined that 20.3% of pay periods had overtime and additional compensation, resulting in underpayment of $64,509.00 for overtime; 2.2% of pay periods had meal premiums and additional compensation, resulting in underpayment of $3,005.00 for meal premiums; and 9.9% of pay periods had sick pay and additional compensation, resulting in underpayment of $46,410.00 for sick pay. As a result, Defendant's maximum exposure for Defendant's alleged failure to incorporate non-discretionary remuneration into the regular rate of pay is estimated to be $113,924.00.

22. Plaintiff's unpaid wages claim is also based on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock work performed. Plaintiff alleges that Class Members were required to respond to urgent emails, text messages, and Slack messages from management and prospective clients both pre-shift and post-shift, off the clock without compensation. Plaintiff also claims that she was required by management to complete housekeeping tasks such as entering her time and expenses outside of her scheduled hours, without compensation. In addition, Plaintiff alleges that Class Members were required to manually input their hours collectively at the

end of every period on Defendant's WorkDay electronic timesheet. Therefore, Plaintiff's Counsel estimated Class Members spent an average 10 minutes off the clock per shift. Accordingly, Plaintiff's Counsel and data expert estimated Defendant failed to pay Class Members for approximately 3,000 hours, 97.5% of which should have been paid at the overtime rate. From this, and in light of the average rates of the Class Members, Defendant's estimated maximum potential liability is $127,047.38.

23. Plaintiff's meal period claim is based on allegations that due to the nature of their work, Class Members' meal breaks were often short, late, interrupted, and sometimes missed altogether. Plaintiff's expert reviewed the sample records that Defendant produced and determined that there were 4,566 unique meal break violations. As a result, Defendant's maximum exposure for Plaintiff's meal period claim is estimated to be $129,994.02 (4,566 unique meal break violations x $28.47 average hourly rate).

24. Plaintiff's rest period claim is based on allegations that due to the nature of their work, Class Members' rest periods were often short, late, interrupted, and sometimes missed altogether. Plaintiff's Counsel assumed, based on information from Plaintiff and for purposes of mediation, a 100% violation rate for shifts of at least 3.5 hours. Plaintiff's expert thus estimated that there are 17,798 unique rest period violations. Accordingly, Defendant's estimated maximum exposure is estimated to be $506,709.06 (17,798 violations x $28.47 average hourly rate) for Plaintiff's rest period claim.

25. Plaintiff's claim for unreimbursed business expenses is based on allegations that Plaintiff and Class Members were required to incur business expenses in direct discharge of their work without reimbursement. For example, Plaintiff alleges that she and other Class Members were required to use their personal cell phones and purchase home office supplies for remote work purposes, without reimbursement. For purposes of mediation, Plaintiff's Counsel assumed Defendant failed to reimburse Class Members approximately $25 per month. As a result, Defendant's estimated maximum potential exposure is estimated to be $26,050.00 for the unreimbursed business expenses claim.

26. With respect to Plaintiff's derivative claims for statutory and civil penalties, Defendant's' estimated maximum potential liability for waiting time penalties is $96,854.94 based on

approximately 14 terminated class members within the 3-year statute of limitations, $68,550.00 for inaccurate wage statements based on approximately 25 Class Members within the 1-year statute of limitations, and $69,800 for PAGA Penalty Amount based on the Court assessing a $100 penalty for each pay period (698 PAGA Pay Periods).

27. Using these estimated figures, Plaintiff predicted that Defendant's estimated maximum exposure for all claims, including penalties, is $1,138,929.40. **The $220,000.00 settlement figure represents approximately 19% of the maximum exposure.**

28. However, the maximum exposure does not reflect Plaintiff's realistic recovery as it excludes Defendant's defenses and the risks of certification. For example, certification and proof of the rest period violations and unreimbursed business expenses claim would require declarations from Class Members, and such declarations would reveal that each Class Member had a different experience. With regard to the regular rate claim, Defendant argues that it did not fail to incorporate any remuneration into the regular rate because any additional compensation at issue was discretionary. With regard to the off-the-clock claim, Defendant contends that all time worked was compensated, 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. Defendant also argues that it provided Plaintiff and Class Members the opportunity to take all rest periods to which they were entitled and that this claim is improper for class treatment because each Class Member has a different experience as to their rest breaks. Defendant also argues that it reimbursed its employees for all necessary business expenses incurred to the extent that any employee requested reimbursement. The unreimbursed business expenses claim is also highly individualized as each Class Member has a different experience as to any business expenses incurred. The individualized and testimony-intensive nature of the wage claims could bar or limit the likelihood of any recovery. The possibility that all of Plaintiff's claims would be certified is low as 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.). The maximum exposure also assumes the Court would award the full amount for Plaintiff's derivative claims.

However, such result is unrealistic given the discretionary nature of awarding PAGA 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. Furthermore, awarding the maximum penalties may also raise Due Process concerns. **Considering the foregoing, Plaintiff's Counsel believe that Plaintiff's realistic recovery is closer to 25% of Defendant's maximum exposure, or $284,732.35 ($1,138,929.40 x 25%).**

29. **The Gross Settlement Amount of $220,000.00 represents approximately 77% of the realistic recovery**. This is an excellent result for the Class. Indeed, because of the proposed Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

30. 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 of wages due to each Class Member would be an expensive, time-consuming, and uncertain proposition.

31. Plaintiff's Counsel is also of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding PAGA Penalty Amount even if Plaintiff prevailed on the merits due to the largely discretionary nature of awarding PAGA Penalty Amount. 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.

32. The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff was able to pursue her claims on a class-wide basis and thereafter obtained 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 Members.

33. This Settlement avoids the risks and the accompanying expense of further litigation. Although the Parties had engaged in a significant amount of investigation, informal discovery and class-wide data analysis, the parties had not yet completed formal written discovery. Moreover, preparation for class certification and a trial remained for the parties as well as the prospect of appeals

in the wake of a disputed class certification ruling for Plaintiff and/or adverse summary judgment ruling. Had the Court certified any claims, Defendant could move to decertify the claims. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

34. The Net Settlement Fund available for settlement payments is estimated to be **$92,916.67** for an estimated Class size of **36 individuals**.[1] As a result, the average Individual Class Payment is approximately **$2,581.02** prior to tax withholdings on the wage portion of payments. Considering Class Members' average hourly rate is approximately $28.47, the average benefit is approximately **90.66 hours of work**. Additionally, there are an estimated **25 PAGA Group Members**, which results in average Individual PAGA Payment of **$308.00** from the $7,700.00 PAGA Group Amount, or 35% of the $22,000.00 allocated to PAGA Penalty Amount. The average **pay period value is $11.03** based on approximately **698 PAGA Pay Periods**. The actual amounts to Settlement Class Members and PAGA Group Members will vary based on each individual's duration of work during the Class Period or PAGA Period, respectively; thus, those who worked longer for Defendant during the relevant period will receive a benefit greater than the average estimated amount. The high and low range of payments to Class Members will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data and will be provided to the Court in a motion for final approval.

35. The proposed settlement of $220,000.00 therefore represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement amount is within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate.

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[1] The Net Settlement Fund is at least $220,000.00 less the following: $7,500.00 for the Representative Service Payment, up to $4,250.00 for Settlement Administration Costs, $22,000.00 for PAGA Penalty Amount, $73,333.33 for attorney's fees, and $20,000.00 for litigation costs. (Settlement Agreement, ¶¶ 1.36, 2.1-2.3.)

THE CLASS REPRESENTATIVE SERVICE PAYMENT IS REASONABLE

36. 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.

37. 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 in learning she sued a former employer.

38. 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.

39. In the final analysis, 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 enhancement 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 enhancements granted in other class actions. The requested enhancement

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.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

40. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third (33%) of the Gross Settlement Amount, currently estimated to be $73,333.33, plus actual costs and expenses not to exceed more than $20,000.00. (Settlement, ¶ 2.2.) The proposed award of attorneys' fees to Class Counsel in this case can be justified under either method – lodestar or percentage recovery. Plaintiff's Counsel, however, intend to base the proposed award of fees, costs, and expenses 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.

41. I am informed and believe that the fee and costs provision is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. 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.

42. To-date, my firm has spent no less than 86.5 hours litigating this case, resulting in $68,735.00 in attorneys' lodestar fees. The current lodestar fees represent a multiplier of approximately 1.07. The following table provides the hours spent by each attorney and the fees incurred by each attorney.

Attorney	Rate	Hours	Lodestar
Kane Moon	$950.00	18.2	$17,290.00
Allen Feghali	$900.00	9.1	$8,190.00
Lilit Ter-Astvatsatryan	$850.00	21.4	$18,190.00
S. Phillip Song	$775.00	19	$14,725.00
Justin Lee	$550.00	18.8	$10,340.00
	Total:	**86.5**	**$68,735.00**

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

44. The risk to my office has been very significant, particularly if we were not successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. 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 filing for bankruptcy. 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.

45. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Moon Law Group, PC represents virtually all of its employment law clients on a contingency fee basis. 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.

46. As of the drafting of this motion, my office has incurred $20,920.05 in expenses litigating this action. These expenses were reasonably necessary to the litigation and were actually incurred by my office. However, Plaintiff's Counsel requests only $20,000.00 for reimbursement of litigation costs consistent with the Settlement.

MY EXPERIENCE AND QUALIFICATIONS

47. 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.

48. 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 PAGA representative actions.

49. 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.

50. 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 Oct. 7, 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 Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912, 921 (N.D. Cal. 2005).) 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 921-22.) Using the same method here and based on Class Counsel'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 2.5%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 13, 2025 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 13, 2025.) True and correct copies of the Los Angeles-Long Beach 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)). (*See* Ex. 6.) Accordingly, my billing rate of $950 per hour is reasonable.

51. I am experienced in prosecuting and defending employment matters, particularly 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 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).

52. This experience is invaluable in assessing the reasonableness of settlements such as the one at issue here. From this experience, our firm, as Class Counsel, concluded that this lawsuit could not have been settled on better terms than provided under the present Settlement.

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

53. Allen Feghali is a Senior 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.

54. 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.

55. Mr. Feghali's current billing rate is $900.00 per hour, which is his usual rate in wage-and-hour litigations. Based on Mr. Feghali's 12 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 significant wage-and-hour class action experience, Mr. Feghali's billing rate of $900 per hour is reasonable.

56. 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 granted in part.

(c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397), 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.

57. 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).

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LIIT TER-ASTVATSATRYAN'S EXPERIENCE AND QUALIFICATIONS

58. Lilit Ter-Astvatsatryan is a Partner at Moon Law Group, PC. Since she was admitted to the California Bar, her practice has exclusively focused on labor and employment class action lawsuits involving California and federal labor laws.

59. Ms. Ter-Astvatsatryan received her Juris Doctor from the University of California, Hastings College of the Law in 2017, where she served as a Symposium Editor for the Hastings Race and Poverty Law Journal and a Teaching Assistant to the Legal Research & Writing and Legal Analysis programs. In law school, she served as a Judicial Extern to the Honorable Patrick J. Walsh of the United States District Court, Central District of California.

60. Ms. Ter-Astvatsatryan received her undergraduate degree in 2014 from the University of California, Los Angeles with a Bachelor of Arts degree in Anthropology and a minor in English Literature.

61. Ms. Ter-Astvatsatryan's billing rate is $850.00 per hour, which is her usual hourly rate in wage and hour litigations. Based on Ms. Ter-Astvatsatryan's nearly nine years of experience, her Laffey Matrix rate with a 2.53% adjustment is $924.82 per hour ($902 Laffey Matrix rate + (2.53% x $902)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Ter-Astvatsatryan's billing rate of $850.00 per hour is reasonable.

62. As a Partner working solely on wage and hour class action cases, she has been involved in all aspects of complex litigation, including assisting in class certification motions in the following cases:

(a) *Macario Gonzalez v. Metcon TI, Inc*., Alameda Superior Court, Case No. RG19015589 [after class certification motion was filed, the parties attended mediation and ultimately resolved the matter on a class wide basis];

(b) *Miguel Angel Lopez Cuadras v. R.C. Wendt Painting, Inc*., Los Angeles Superior Court, Case No. BC705964 [after class certification motion was

entirely briefed, the parties attended mediation and ultimately resolved the matter on class wide basis]; and

(c) *Noe Armendariz v. Kinkisharyo International, LLC*, United States District Court, Central District of California, Case No. 2:19-cv-08757-JAK-KS [motion for class certification filed, decision pending].

63. Additionally, the following is a list of cases where she briefed preliminary and final approval motions of class action settlements that were ultimately granted by each respective Court:

(a) *Ana Rose De Jesus, et al. v. Philippine National Bank, et al*, Los Angeles Superior Court, Case No. BC673024;

(b) *Andres De La Riva Sotelo v. Belfor USA Group, Inc*., Los Angeles Superior Court, Case No. BC688895;

(c) *Carlos Vertti v. Bagcraft Papercon III, LLC, et al*., Los Angeles Superior Court, Case No. 19STCV12729;

(d) *Christopher Thurman v. Wanton Group SP, LLC, et al*, Los Angeles Superior Court, Case No. 19STCV18772;

(e) *Francisca Velasco v. Paige, LLC*, Los Angeles Superior Court, Case No. 19STCV12114;

(f) *Jose Montoya v. The Golden 1 Credit Union*, Sacramento Superior Court, Case No. 34-2018-00228252;

(g) *Malu Vaesau v. Double AA Corporation*, San Francisco Superior Court, Case No. CGC-19-572598;

(h) *Tyler Jones v. Citiguard, Inc*., Los Angeles Superior Court, Case No. BC664890; and

(i) *Venancio Miranda v. Maximum Nursery, Inc*., Santa Barbara Superior Court, Case No. 19STCV06041.

64. In addition to her work on complex litigation matters and class actions, she has authored published articles on California labor laws, including:

(a) Lilit Ter-Astvatsatryan and H. Scott Leviant, Where Troester Stops Not Even

Troester Knows, Daily Journal (Los Angeles & San Francisco), July 2, 2019; and

(b) Lilit Ter-Astvatsatryan and H. Scott Leviant, Unaccounted Time: Reading the Tea Leaves of Troester, Daily Journal (Los Angeles & San Francisco), September 12, 2018.

S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS

65. S. Phillip Song is a Senior Attorney at my office. He received his undergraduate degree in 2006 from the University of Houston, graduating cum laude with a Communications B.A. and minor in Accounting. Mr. Song earned his Juris Doctor degree in 2011 from the University of Houston Law Center. Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is presently admitted to practice in all state courts of California (admitted in 2019), and before all federal district courts in California.

66. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and employment law. Mr. Song has worked on numerous class action cases and representative actions that have been granted final approval, including *Paez et al. v. C&R Restaurant Group*, LP, Kern County Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc*., San Luis Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc*., Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc*., Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats (Stockton)*, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0012758; G*arcia v. Continental Intermodal Group LP dba CIG Logistics*, Kern County Superior Court, Case No. BCV-19-102776; *Tourchette adv. Finelite, Inc*., Alameda County Superior Court, Case No. RG19022885; *Touch v. Presidio Components, Inc*., Kern County Superior Court, Case No. BCV-20-101005; *Johnston v. Environmental Logistics, Inc*., Kern County Superior Court, Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste Minimization, Inc*., Kern County Superior Court, Case No. BCV-19-102248-SDS; *Priess v. Fiore Management LLC dba Canndescent*, Kern County Superior Court, Case No. BCV-20-100930; *Alcantar v. Bay Equity LLC, Marin County Superior Court*, Case No. CIV1903376; *Spier v. Gibbs International, Inc.*, Kern County Superior Court, Case

No. BCV-19-101774-DRL; *Borghi v. Goldco Direct LLC dba Goldco Precious Metals*, Ventura County Superior Court, Case No. 56-2019-00533053-CU-OE-VTA; *Williams v. Aetna, Inc., et al*., Alameda County Superior Court, Case No. RG19004083; *Singh v. Ryzen*, Alameda County Superior Court, Case No. RG19039158; *Hoshaw v. Sutherland Healthcare*, Los Angeles County Superior Court, Case No. 19STCV33165; *Hart v. Zazzle, Inc*., San Mateo County Superior, Court Case No. 20-CIV-01321; *Stacy v. Branded Group, Inc*. Kern County Superior Court, Case No. BCV-21-100443-BCB; *Angeles v. iKrusher, Inc*., Los Angeles County Superior Court, Case No. MSC20-01312, *Zuniga v. Central Valley Concrete, Inc*., Merced County Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power Services Corp*., Merced County Superior Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A Distributors*, San Bernardino County Superior Court, Case No. CIVDS1938970; *Bandril v. Plastikon Industries*, Alameda County Superior Court, Case No. RG19038227; *Williams v. National Construction Rentals, Inc*., Alameda County Superior Court, Case No. RG20075904; *Pho v. Kruger Foods, Inc*., San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0002099; *Collins v. Mobile Medical Examination Services, LLC dba MEDXM*, Orange County Superior Court, Case No. 30-2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC, et al*., San Bernardino County Superior Court, Case No. CIVDS1915438 (Consolidated with Case No. CIVDS2023661); *Weber v. Sunrise Medical (US) LLC*, Merced County Superior Court, Case No. 20CV-01461 (Consolidated with Case No. 20CV-01707); F*lores v. Rivermaid Trading Company*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0008623; *Guzman v. Bentley Mills, Inc*., Los Angeles County Superior Court, Case No. 20PSCV00789; and *Ferrara v. South Coast Winery, Inc*., Riverside County Superior Court, Case No. CVRI2101920 (Consolidated with Case Nos. CVRI2102449 and MCC2001498).

67. Mr. Song is currently handling multiple class action and PAGA matters. Mr. Song's current billing rate is $775.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Song's 14 years of experience, 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. Song's billing rate of $775.00 per hour is reasonable.

JUSTIN LEE'S EXPERIENCE AND QUALIFICATIONS

68. Justin Lee is an associate attorney at Moon Law Group, PC. Mr. Lee assists the firm's class action team by litigating complex class and PAGA actions on behalf of employees who have suffered labor code violations involving their pay, meal and rest breaks, improper wage statements, and unfair business practices.

69. Mr. Lee received his Juris Doctor from UCLA School of Law, where he obtained a specialization in business law and served as the Chief Managing Editor of the Asian Pacific American Law Journal. Prior to joining Moon Law Group, PC, Mr. Lee represented individual clients in matters involving personal injury, sexual abuse allegations, and probate / trust disputes. Mr. Lee's current billing rate is $550.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Lee's 7 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.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Song's billing rate of $775.00 per hour is reasonable.

70. My office is qualified to handle this litigation because we are experienced in litigating Labor Code violations in both individual and class actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage and hour class 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 actions, in this Superior Court, and other Superior Courts throughout the state, in the Court of Appeal, and in various federal courts. The attorneys at my firm have a high level of knowledge and experience in the areas of wage and hour class actions, and labor and employment law.

71. 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 included, without limitation, the following:

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

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

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

(d) Extensive "meet and confer" correspondence and discussions with Defendant's counsel to obtain relevant documents and information through informal discovery;

(e) Contacting witnesses;

(f) Analysis of Defendant's time and payroll records and preparation of a damages model with the aid of a statistics expert;

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

(h) Attendance at mediation;

(i) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and attachments;

(j) Drafting and managing pleadings issues to streamline the approval process; and

(k) Preparation of the motion for preliminary approval.

72. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has been reached that includes a settlement payment by Defendant of $220,000.00 to compensate settlement Class Members for Defendant's alleged wage and hour practices. I am informed and believe that, without the efforts of my office, the Labor Code and Wage Order violations alleged in the Complaint would have gone completely unremedied.

73. I do not believe that I have any conflicts of interest with the Class or with the Class Representative. I am not related to the Class Representative. I respectfully submit that I and Moon Law Group, PC 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.

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 October 14, 2026, at Los Angeles, California.

Kane Moon