

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
Chancellor D. Nobles (SBN 330081)
E-mail: cnobles@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Florence Samosa

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

FLORENCE SAMOSA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

MOUNT CARMEL HEALTH MINISTRIES, INC.;
SANTA TERESITA, INC.; MARYCREST
MANOR; SACRED HEART RETREAT HOUSE,
INC.; CARMELITE SISTERS OF THE MOST
SACRED HEART OF LOS ANGELES; and DOES
3 through 10, inclusive,

Defendants

Case No.: 25STCV20994

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 Florence Samosa, the
Declaration of Sean Hartranft, and [Proposed]
Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: September 29, 2026

Time: 9:00 a.m.

Dept.: 6

Judge: Hon. Elihu M. Berle

Action Filed: July 15, 2025

Trial Date: Not set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2

3
4
5
6

7

8
9
0
1
2
3
4
5
6

7
8
9
20
21

22
23
24
25

26
27

1 and 1197]; 2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; 3. Failure to
2 Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; 4. Failure to Authorize and Permit Rest Breaks
3 [Cal. Lab. Code §§ 226.7]; 5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code §
4 2802]; 6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; 7. Failure to
5 Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and 8. Unfair Business Practices
6 [Cal. Bus. & Prof. Code §§ 17200, et seq.].

7 6. Plaintiff then filed a First Amended Class and Representative Action Complaint against
8 Defendants on September 19, 2025, alleging a Ninth Cause of Action for Civil Penalties Under PAGA
9 [Cal. Lab. Code § 2699, et seq.]. The First Amended Complaint also corrected the spelling of Plaintiff’s
10 surname from “Samsosa” to “Samosa” and added Defendants Santa Teresita, Inc. and Marycrest Manor.
11 To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene in this
12 Action.

13 7. On September 15, 2025, Plaintiff filed Amendments to Complaint substituting DOE 1 with
14 Santa Teresita, Inc. and DOE 2 with Marycrest Manor. On October 1, 2025, Plaintiff filed an
15 Amendment to Complaint correcting the spelling of “Maycrest Manor” to “Marycrest Manor.” On
16 October 8, 2025, Plaintiff filed Amendments to Complaint substituting DOE 3 with Sacred Heart Retreat
17 House, Inc. and DOE 4 with Carmelite Sisters of the Most Sacred Heart of Los Angeles.

18 8. On December 9, 2025, Defendants filed a Notice of Related Case identifying *Joan Waddell*
19 *v. Santa Teresita, Inc., et al.*, Los Angeles County Superior Court Case No. 25STCV31956, as a related
20 case.

21 9. Before mediation, Plaintiff obtained through informal discovery sufficient information to
22 meaningfully evaluate the claims at issue in the Action, including sample time and payroll records,
23 Defendants’ wage-and-hour policies and procedures in effect during the Class Period, employee data,
24 and other relevant documents.

25 10. The Parties then agreed to attend private mediation with mutually selected, experienced
26 class and PAGA action mediator, Lisa Klerman, on March 23, 2026. After a full-day mediation, the
27 Parties reached an agreement in principle on the same day through acceptance of a mediator’s proposal.
28

11. Defendants ardently oppose the merits of this case and deny Plaintiff's factual allegations. Defendants assert they complied with all their 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. Defendants maintain compliance with all their meal and rest period obligations. Defendants assert they complied with all their 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, Defendants assert 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, Defendants allege their good-faith belief that they paid all wages precludes the imposition of waiting time penalties since Plaintiff cannot prove Defendants' 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, Defendants deny all of Plaintiff's claims and allegations, and further claim they did not engage in any unfair business practices and deny liability under PAGA. Defendants also maintain 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 Defendants' overall liability.

DISCOVERY AND INVESTIGATION

12. The Parties agreed to mediate this action and participated in a private mediation conducted with Lisa Klerman, Esq., an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for a production of documents and information before mediation. Prior to mediation, Plaintiff obtained from Defendants, through informal discovery, sample time and payroll records, Defendants' wage-and-hour policies and procedures in effect during the Class Period, employee data, and other relevant documents.

1 13. In preparation for mediation, Class Counsel reviewed and analyzed all the information
2 Defendants provided, including the sample records and documents regarding Defendants’ wage-and-
3 hour policies. Class Counsel retained an expert to analyze the time and payroll records and prepare a
4 damages analysis prior to the mediation. The analysis evaluated the time and payroll records and
5 extrapolated the results to the Class. In conjunction with their extensive factual investigation, Class
6 Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation.
7 Accordingly, Class Counsel was able to evaluate the probability of class certification, success on the
8 merits, and Defendants’ maximum and realistic monetary exposure for all claims. Thus, Plaintiff’s and
9 Class Counsel’s familiarity with the facts of the case and the legal issues raised by the pleadings allowed
10 them to act intelligently in negotiating the Settlement.

11 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

12 14. On March 23, 2026, the Parties participated in a full day of private mediation with Lisa
13 Klerman, Esq. The negotiations were at arm’s length and, although conducted in a professional manner,
14 were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of
15 the dispute, but each side was also prepared to litigate their position through trial and appeal if a
16 settlement had not been reached. After a full discussion regarding the strengths and weaknesses of
17 Plaintiff’s claims and Defendants’ defenses and with the assistance of the mediator, the Parties reached
18 a resolution, the material terms of which are set out in the Settlement.

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

24 KEY TERMS OF SETTLEMENT

25 16. GSA and Funding: The Gross Settlement Amount (“GSA”) is \$665,000.00, subject to
26 potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.1.) Defendants
27 will separately pay their employer-side payroll taxes owed on the Wage Portion of Individual Class
28

1 Payments. (*Id.*) Defendants will fully fund the GSA within thirty (30) calendar days after the Effective
2 Date by transmitting the funds to the Administrator for deposit into a Qualified Settlement Fund. (*Id.* at
3 ¶ 4.3.) Defendants shall also separately fund the employer's share of payroll taxes owed on the Wage
4 Portions of the Individual Class Payments within the same thirty (30) calendar day period, provided that
5 the Administrator has provided the total taxes due to Defendants' counsel at least five (5) business days
6 prior to that date. (*Id.*)

7 17. Escalator Clause: The Settlement provides an escalator clause under which should the
8 number of Class Period Workweeks increase by more than 10% of the original estimate of 37,977,
9 Defendants shall have the option of (a) increasing the GSA by the percentage increase in the number of
10 Workweeks worked by the Class Members above 10% (e.g., if the number of Workweeks increases to
11 42,154, an 11% increase over 37,977 and therefore 1% over the 10% threshold, the GSA will increase
12 by 1% to \$672,650.00); or (b) rolling back the Class Period end date to the point in time at which 41,775
13 Workweeks is met. (*Id.* at ¶ 8.1.)

14 18. Plaintiff's Separate Individual Settlement Payment: Separate from the Gross Settlement
15 Amount, Defendant Mount Carmel will pay \$19,000 to Plaintiff, which payment will be subject to a
16 separate general release agreement with various terms and conditions (given her separately alleged
17 claims). (*Id.* at ¶ 1.22.)

18 19. Class Counsel Fees and Class Counsel Expenses Payments: The Settlement permits a fee
19 application of not more than 33 1/3% of the GSA (currently \$221,666.67) for reasonable attorneys' fees,
20 plus reimbursement for actual litigation costs not to exceed \$30,000.00, payable to Class Counsel from
21 the GSA. (*Id.* at ¶ 3.2.1.) In the event the amounts finally approved are less, the difference will be
22 allocated to the Net Settlement Amount. (*Id.*) To date, my firm has incurred \$24,818.38 in actual
23 litigation costs, and a true and correct copy of a report showing current costs is attached hereto as **Exhibit**
24 **4.**

25 20. Administration Costs Payment: The Settlement provides an Administration Expenses
26 Payment to the Administrator, payable from the GSA, in an amount not to exceed \$9,890.00, except for
27 a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.2.) In the event the amount of actual
28

1 administration costs is less and/or the amount approved by the Court is less than requested, the difference
2 will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected APEX Class Action
3 Administration (“APEX”) as the neutral entity to administer this Settlement following a competitive
4 bidding process. (*Id.* at ¶¶ 1.2, 7.1.) A true and correct copy of APEX’s bid of \$9,890.00 is attached
5 hereto as **Exhibit 5**.

6 21. **Aggrieved Employees; PAGA Period:** Aggrieved Employees are defined as all current and
7 former non-exempt employees of Defendants who worked for Defendants in the State of California at
8 any time during the PAGA Period. (*Id.* at ¶ 1.4.) For purposes of Settlement, the “PAGA Period” is July
9 12, 2024, through May 22, 2026. (*Id.* at ¶ 1.33.)

10 22. **PAGA Penalties; Individual PAGA Payments:** The Settlement allocates \$25,000.00 from
11 the GSA for settlement of the Released PAGA Claims, which will be distributed 65% (\$16,250.00) to
12 the LWDA and 35% (\$8,750.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiff’s
13 claims. (*Id.* at ¶¶ 1.32, 3.2.3.) Each Aggrieved Employee will be entitled to a pro rata share of the 35%
14 share of the PAGA Penalties directly proportional to their number of PAGA Pay Periods. (*Id.* at ¶
15 3.2.3.a.) This results in an average Individual PAGA Payment of roughly **\$36.01** for each of the
16 estimated 243 Aggrieved Employees (\$8,750.00 / 243), and a PAGA Pay Period value of roughly **\$1.81**
17 for each of the 4,842 estimated PAGA Pay Periods in the PAGA Period (\$8,750.00 / 4,842).

18 23. **Net Settlement Amount:** After deducting the Class Counsel Fees and Class Counsel
19 Expenses Payments, the PAGA Penalties allocation, and the Administration Expenses Payment from the
20 GSA, in the amounts specifically approved by the Court, any difference in the amounts requested and
21 the amounts awarded will be allocated to the Net Settlement Amount for distribution to Participating
22 Class Members. (*Id.* at ¶¶ 1.27, 3.2.1–3.2.4.) Accordingly, the Net Settlement Amount will be no less
23 than \$378,443.33 for an estimated Class of 538 individuals.¹

24
25
26 ¹ The Net Settlement Amount was calculated by deducting the following from the \$665,000.00 GSA: up
27 to \$221,666.67 for the Class Counsel Fees Payment, up to \$30,000.00 for the Class Counsel Expenses
28 Payment, up to \$9,890.00 for the Administration Expenses Payment, and \$25,000.00 for the PAGA Penalties
to the LWDA and Aggrieved Employees. (Settlement, ¶¶ 1.27, 3.1–3.2.4.)

1 24. Class Members/Period: The Settlement Class is defined as all persons who worked for
2 Defendants as hourly, non-exempt employees at any time during the Class Period. (*Id.* at ¶ 1.5.) For
3 purposes of Settlement, the “Class Period” is July 15, 2021, through May 22, 2026. (Settlement, ¶ 1.13.)

4 25. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a
5 pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks
6 worked during the Class Period. (*Id.* at ¶ 3.2.5.) The estimated **\$378,443.33** Net Settlement Amount
7 results in an average Individual Class Payment of roughly **\$703.43** for each of the estimated 538 Class
8 Members ($\$378,443.33 / 538$),² and a Workweek value of roughly **\$9.97** for each of the 37,977 estimated
9 Workweeks in the Class Period ($\$378,443.33 / 37,977$).

10 26. Tax Allocations: Individual Class Payments will be allocated as 10% as wages and 90% as
11 penalties and interest for tax purposes. (*Id.* at ¶ 3.2.5.a.) Individual PAGA Payments will be allocated as
12 100% penalties for tax purposes. (*Id.* at ¶ 3.2.3.b.)

13 27. Disbursement and Uncashed Funds: Disbursement will occur within 14 days of completed
14 funding. (*Id.* at ¶ 4.4.) Class Members will not need to submit any claim form as a condition of receiving
15 individual settlement payments. (*Id.* at ¶ 3.1.) Any funds represented by checks remaining uncashed after
16 180 days from the date of mailing, including checks returned as undeliverable after the required address-
17 search and re-mailing efforts, will be transmitted to the California State Controller’s Office to be held
18 pursuant to the Unclaimed Property Law in the name of each individual who failed to timely cash their
19 check, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil
20 Procedure (“CCP”) section 384(b). (*Id.* at ¶¶ 4.4.1–4.4.3.)

21 28. Plaintiff’s Release. In exchange for the separate payment that will be made to Plaintiff,
22 Plaintiff will enter into a separate general release agreement, upon terms satisfactory to Defendants,
23 which contains, among other typical employment settlement agreement terms, a full general release and
24 Civil Code section 1542 release.

25
26
27 ² At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will
28 be calculated by the Administrator following preliminary approval and receipt and processing of the Class
Data. (Settlement, ¶¶ 4.2, 7.4–7.5.)

1 29. Released Class Claims: All Participating Class Members, on behalf of themselves and their
2 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
3 assigns, fully and finally release and discharge the Released Parties from any and all claims, debts,
4 liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, and
5 causes of action that were alleged or that reasonably could have been alleged based on the facts alleged
6 in Plaintiff’s Operative Complaint, under federal, state, and/or local law. (*Id.* at ¶ 5.2.) This release
7 includes, without limitation, release of all claims alleged in the Complaint for alleged failure to pay
8 minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to
9 authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to provide
10 one day’s rest in seven, failure to pay all unpaid wages at termination, failure to provide accurate
11 itemized wage statements, any violations of Business and Professions Code sections 17200, et seq., and
12 statutory penalties based on the foregoing (collectively, the “Released Class Claims”). (*Id.*) The Released
13 Class Claims are limited to claims arising during the Class Period. (*Id.*) The Released Class Claims
14 exclude claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
15 Act, unemployment benefits, disability benefits, social security benefits, or workers’ compensation
16 benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and
17 any claims arising outside the Class Period. Participating Class Members’ release of the Released Class
18 Claims shall be effective regardless of whether they cash their checks for Individual Class Payments.
19 (*Id.* at ¶ 5.2.1.)

20 30. Released PAGA Claims: All Aggrieved Employees, on behalf of themselves and their
21 respective former and present representatives, agents, attorneys, administrators, successors, and assigns,
22 and Plaintiff and Plaintiff’s respective former and present representatives, agents, attorneys (including
23 Class Counsel), administrators, successors, and assigns generally, and the LWDA, fully and finally
24 release and discharge the Released Parties from any and all claims for civil penalties under PAGA that
25 were alleged or that reasonably could have been alleged based on the facts alleged in Plaintiff’s
26 Operative Complaint or the PAGA Notices dated July 12, 2025, September 15, 2025, and October 8,
27 2025, including, but not limited to, claims under Labor Code sections 201, 202, 203, 204, 210, 226,
28

1 226.3, 226.7, 227.3, 510, 512, 551, 552, 558, 1174.5, 1194, 1197, 1197.1, 1198, 2699(f)(2), 2800, and
2 2802, for alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide
3 meal periods, failure to authorize and permit rest breaks, failure to maintain accurate records, failure to
4 indemnify necessary business expenses, failure to provide one day's rest in seven, failure to pay all
5 accrued vacation wages at termination, failure to pay all unpaid wages at termination, failure to provide
6 accurate itemized wage statements, and failure to pay all earned wages twice per month (collectively,
7 the "Released PAGA Claims"). (*Id.* at ¶ 5.3.) The Released PAGA Claims are limited to claims arising
8 during the PAGA Period and release only claims for penalties under PAGA, not individual wage claims
9 or statutory penalties available to individual employees. In light of the binding nature of a PAGA
10 judgment on non-party employees under *Arias v. Superior Court (Angelo Dairy)* (2009) 46 Cal.4th 969
11 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, all Aggrieved Employees shall
12 be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the
13 Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating
14 Class Member. (*Id.* at ¶ 5.3.1.)

15 31. Effective date of claims releases: Effective on the date Defendants fully fund the entire
16 Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual
17 Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims
18 against all Released Parties. (*Id.* at ¶ 5.)

19 32. Released Parties: Defendants and their past, present, and future subsidiaries, parents,
20 affiliated and related companies, divisions, successors, predecessors, or assigns; and their past, present,
21 and future officers, directors, shareholders, members, partners, agents, insurers, employees, advisors,
22 accountants, representatives, trustees, heirs, executors, and administrators. (*Id.* at ¶ 1.39).

23 33. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed
24 via first-class U.S. mail in English and Spanish to the current address of each Class Member. (*Id.* at ¶
25 7.5.) The proposed Class Notice sets forth, in plain terms, a statement of the case, the terms of the
26 Settlement, the approximate amounts of attorneys' fees, costs, PAGA Penalties, and administration
27 expenses being sought, an explanation of how the individual payments are calculated, the Final Approval
28

Hearing information, the procedure for disputing the number of Workweeks and/or PAGA Pay Periods credited to each Class Member, and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at ¶¶ 7.5, 7.8–7.10, Ex. A.)

34. 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, other than the related Waddell Action. (*Id.* at ¶¶ 2.6, 2.12.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

35. Class Counsel have conducted a thorough investigation into the facts of this case. The Settlement at issue was reached through arm’s-length negotiations, private mediation, and the assistance of an expert. Based on Defendants’ class-wide discovery production, on Class Counsel’s independent investigation and evaluation, and on their extensive experience in wage-and-hour litigation, Class Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses Defendants may assert both to certification and on the merits, the Settlement is in the best interest of the Class and LWDA.

36. Based on Class Counsel’s review of the time, payroll, and additional data provided by Defendants, on Class Counsel’s expert’s analysis of the sample records provided by Defendants, and on information from Plaintiff, Class Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendants faced. Based on a review of Defendants’ records and the analysis performed, it is estimated that there are approximately 538 Class Members who collectively worked 37,977 Workweeks during the Class Period, and 243 Aggrieved Employees who collectively worked 4,842 PAGA Pay Periods during the PAGA Period. (*Id.* at ¶ 4.1.) Additionally, there were an estimated 295 former employees falling within the three-year statute of limitations (“SOL”) period for waiting time penalties, and Class Members’ average hourly rate was \$24.24.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
-------	----------------------	------	----------------------	--------------------

Unpaid Wages (Regular Rate)	37,977 Workweeks	\$25.29 average regular rate of pay	Based on expert analysis of records	\$5,465.85*
Unpaid Wages (Off the Clock)	37,977 Workweeks	\$24.24 average hourly rate	25,285 net unpaid hours (assuming 10 minutes per shift) (59% overtime)	\$79,371.64**
Meal Period Violations	37,977 Workweeks	\$24.24 average hourly rate	33,555 unique meal break violations	\$122,005.98*
Rest Period Violations	37,977 Workweeks	\$24.24 average hourly rate	149,584 rest break violations (assuming 100% break violations for shifts of at least 3.5 hours)	\$362,591.62**
Unreimbursed Business Expenses Violations	37,977 Workweeks	\$25.00 per month	Assumes \$25.00 per month	\$23,985.00**
Labor Code § 203	Based on approx. 295 terminated employees within the 3-year SOL	\$24.24 average hourly rate / 30- day max.	Assumes 7.8 hours / day	\$83,187.80***
Labor Code § 226	Based on approx. 266 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 4,842 pay periods within the 1-year SOL	\$23,545.00***
PAGA	Based on 4,842 pay periods within the 1-year SOL	\$100 per pay period	Based on 4,842 pay periods within the 1-year SOL	\$24,210.00***
Total				\$724,362.88
* 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. *** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits. ³				

³ It is reasonable to apply discounts to account for risks at certification and trial, in part, because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement or as part of a contested certification motion. (See Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) Further, the likelihood that Defendant could assert viable legal defenses would likely further reduce its overall exposure.

1 37. Plaintiff's regular rate claim is based on allegations that Defendants failed to include non-
2 discretionary compensation in calculating Class Members' regular rate of pay, resulting in the
3 underpayment of sick pay and meal period premiums. Based on the sample payroll records, Class
4 Counsel and its data expert determined that Defendants failed to properly calculate the regular rate of
5 pay by excluding additional non-discretionary compensation. Accordingly, Class Counsel and its data
6 expert estimated \$33,832.00 in unpaid sick pay and \$2,607.00 in unpaid meal period premiums, resulting
7 in Defendants' estimated maximum potential liability of \$36,439.00. Defendants contend that employees
8 were properly compensated and that any additional compensation was properly accounted for, including
9 through overtime true-up payments. In light of these defenses, and for purposes of settlement, I
10 discounted the maximum potential liability by 85%. **Plaintiff's realistic recovery estimate for the**
11 **regular rate claim is therefore \$5,465.85.**

12 38. Plaintiff's unpaid wages claim is based on allegations that Defendants failed to pay all
13 minimum and overtime wages due to off-the-clock work related activities before and after clocking in
14 and out of work. Plaintiff alleges that Defendants rounded employees' initial and final time punches to
15 the nearest quarter hour and that Class Members were required to clock in on or before their scheduled
16 start time, creating pressure to arrive early, while high workloads required employees to remain after
17 their scheduled shifts to complete assigned tasks. Plaintiff also alleges that Defendants' timekeeping
18 software required employees to boot up, connect to Wi-Fi, and log in to the timekeeping application
19 before clocking in. Therefore, Class Counsel estimated Class Members spent an average 10 minutes off
20 the clock per shift. Accordingly, Class Counsel and its data expert estimated Defendants failed to pay
21 Class Members for approximately 25,285 hours, 59% of which should have been paid at the overtime
22 rate. From this, and in light of the average hourly rate of \$24.24 for the Class Members, Defendants'
23 estimated maximum potential liability is \$793,716.38. Defendants contend that all time worked was
24 compensated and that the claims are improper for class treatment. I acknowledge that "off-the-clock"
25 claims may be difficult to try on a class-wide basis because individualized evidence may be required to
26 establish whether and to what extent Class Members performed uncompensated work. In light of these
27 defenses, and for purposes of settlement, I discounted the maximum potential liability by 90%.

1 **Plaintiff's realistic recovery estimate for the unpaid wages claim due to off-the-clock work is**
2 **therefore \$79,371.64.**

3 39. Plaintiff's meal period claim is based on allegations that Defendants did not provide or
4 maintain sufficient meal period practices, such that Class Members were not always permitted or able to
5 take meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without
6 compensation in lieu thereof. The sample of time and corresponding payroll records for the putative
7 Class indicated that Defendants either failed to provide a meal period or provided a short and/or untimely
8 meal period 33,555 times throughout the Class Period, resulting in an approximately 22.9% violation
9 rate. Class Counsel and its data expert then calculated that, in light of these violations and the average
10 hourly rate of \$24.24 for the putative Class, Defendants had a potential liability of \$813,373.20 (33,555
11 unique violations x \$24.24 avg. hourly rate). Defendants nonetheless contend that they provided legally
12 compliant meal periods and paid any premiums owed and further contend that this claim is not
13 appropriate for class-wide treatment. Moreover, certification and proof of this claim could require
14 individualized evidence regarding the circumstances of each Class Member's meal periods. In light of
15 these defenses, and for purposes of settlement, Class Counsel believe it reasonable to apply an 85%
16 discount to the potential liability. **Plaintiff's realistic recovery estimate for the meal period claim is**
17 **therefore \$122,005.98.**

18 40. The rest break claim is based on the allegation that Defendants did not provide or maintain
19 sufficient rest break practices, such that Class Members were regularly required to work in excess of
20 four consecutive hours a day, or a major fraction thereof, without authorization or permission to take a
21 ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The
22 precise number of rest break violations could not be calculated since Defendants neither documented,
23 nor are required to document, when Class Members took their required rest breaks. Therefore, in
24 preparation for mediation, Class Counsel assumed a 100% violation rate for shifts of at least 3.5 hours
25 in length and, based on the average hourly rate of \$24.24 for the putative Class, calculated Defendants'
26 potential liability to be \$3,625,916.16 (149,584 unique rest break violations x \$24.24 per hour).
27 Defendants nonetheless contend that rest periods do not have to be recorded, that they provided legally
28

1 compliant rest periods, and, significant for purposes of class certification, that this claim is
2 individualized in nature. In light of these defenses, and for purposes of settlement, I discounted
3 Defendants' potential liability by 90%. **Plaintiff's realistic recovery estimate for the rest break claim**
4 **is therefore \$362,591.62.**

5 41. The unreimbursed business expenses claim is based on the allegation that Defendants did
6 not reimburse Class Members for all expenses incurred in direct consequence of the discharge of duties,
7 including expenses incurred for the purchase of home-office equipment. The precise value of all
8 necessary business expenses Class Members incurred could not be calculated. Therefore, in preparation
9 for mediation, Class Counsel estimated Defendants owed approximately \$25.00 a month to each Class
10 Member in the statutory period and that Defendants' potential liability is \$239,850.00. Defendants
11 contend they complied with all their reimbursement obligations and further contend that the
12 reimbursement claim would be difficult to certify given the individualized nature of this claim. In light
13 of these defenses, and for purposes of settlement, I discounted Defendants' potential liability by 90%.
14 **Plaintiff's realistic recovery estimate for the unreimbursed expenses claim is therefore \$23,985.00.**

15 42. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
16 estimates Defendants' maximum potential liability, prior to risk-adjustment, is **\$2,618,856.00**, which
17 breaks down as follows: **\$1,663,756.00** for waiting time penalties for approximately 295 terminated
18 Class Members in the 3-year SOL; a **\$470,900.00** penalty for inaccurate wage statements based on
19 approximately 266 employees and 4,842 pay periods within the 1-year SOL; and **\$484,200.00** for PAGA
20 penalties based on 4,842 PAGA Pay Periods and the Court assessing a \$100 penalty for each pay period
21 containing a violation. However, I believe it would be unrealistic to expect the Court to award the full
22 exposure amount given the discretionary nature of awarding penalties and given Defendants' defenses,
23 including without limitation, that any failure to pay all final wages at the time of separation was not
24 willful or intentional and that to the extent Class Members received wage statements that were allegedly
25 inaccurate, Class Members suffered no actual resulting damage or harm. Moreover, I understand the
26 individualized and testimony-intensive nature of the wage claims could bar class certification or
27 otherwise significantly reduce Defendants' overall liability for statutory and civil penalties. Furthermore,
28

1 considering the underlying wage claims are realistically estimated to be \$593,420.08, awarding such a
2 disproportionate amount in penalties would also raise Due Process concerns. Weighing these factors, I
3 applied a 95% discount to each penalty (resulting in **\$83,187.80** for waiting time penalties, **\$23,545.00**
4 for inaccurate wage statement penalties, and **\$24,210.00** for PAGA penalties) and **accordingly arrived**
5 **at a realistic recovery estimate of \$130,942.80 for statutory and civil penalties.**

6 43. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for**
7 **all claims, including penalties, is \$724,362.88.** This means **the \$665,000.00 gross settlement figure**
8 **represents roughly 91.8% of the total realistic recovery.** This is an excellent result for the Class,
9 particularly because, under the Settlement, Class Members will receive timely and guaranteed relief,
10 avoiding the risk of not being able to recover anything.

11 44. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that
12 satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing
13 Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation,
14 Defendants have had to hire legal counsel, engage in class-wide discovery, and participate in mediation.
15 Defendants will also have to pay civil penalties to the LWDA under the Settlement, assuming final
16 settlement approval is granted. (Settlement, ¶ 3.2.3.) Not including their own attorneys' fees and costs
17 as well as the employer's share of payroll taxes, Defendants will pay no less than \$665,000.00 to resolve
18 this matter—of which \$25,000.00 is allocated toward the PAGA claims and will be distributed, in
19 compliance with Labor Code section 2699 as 65% (\$16,250.00) to the LWDA and 35% (\$8,750.00) to
20 Aggrieved Employees—and the PAGA release obtained under the Settlement does not preclude
21 Aggrieved Employees from pursuing any individual claims they may have against Defendants or the
22 other Released Parties solely by virtue of their status as Aggrieved Employees. Moreover, Class Counsel
23 are of the opinion that because the issues here are fairly contested, there is a possibility of the Court not
24 awarding the PAGA penalties even if Plaintiff prevailed on the merits due to the largely discretionary
25 nature of awarding PAGA penalties. In other words, were this matter to go to trial, any award granted
26 would be at the discretion of the Court and subject to a substantial reduction.

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

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

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

26 48. Furthermore, even if Plaintiff was able to pursue her claims on a class-wide basis and obtain
27 certification of all or some of the claims, continued litigation would be expensive, involving a trial and
28

possible appeals, and would substantially delay and reduce any recovery by the Class. 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.

49. The proposed \$665,000.00 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"].)

PLAINTIFF'S INDIVIDUAL SETTLEMENT

50. In consideration for Plaintiff's separate individual settlement and waiver and release of her individual claims, Defendant Mount Carmel Health Ministries, Inc. shall pay Plaintiff a settlement sum of \$19,000.00, separate and apart from the GSA. (Settlement, ¶ 1.22.) The individual settlement payment shall be made within thirty (30) calendar days after the last of the conditions precedent set forth in the separate individual settlement agreement, which includes the Effective Date of the Settlement at issue here.

51. At the March 23, 2026 mediation, and following resolution of the Class and PAGA claims, the Parties discussed an individual settlement with Plaintiff to resolve her separately alleged individual claims.

52. Plaintiff and Defendant Mount Carmel Health Ministries, Inc. agreed to an individual settlement of \$19,000.00 in exchange for Plaintiff's general release of known and unknown claims against Defendant. The Parties addressed Plaintiff's individual claims at the same mediation as the Class and PAGA claims as a matter of efficiency, not a matter of substance. The Parties preserved resources and streamlined negotiations by discussing Plaintiff's individual settlement at the mediation. However,

1 discussion of Plaintiff's individual settlement did not affect the independent value of Plaintiff's claims
2 or the Class and PAGA claims, and it did not interfere with Plaintiff's and Plaintiffs' Counsel's ability
3 to zealously advocate for the Class.

4 53. The individual agreement between Plaintiff and Defendant Mount Carmel Health
5 Ministries, Inc. does not affect the Class. Plaintiff's individual claims are separate from the wage-and-
6 hour claims brought forth in this Class and PAGA action. Plaintiff's release of claims under the
7 individual settlement and under the Class and Representative Action Settlement Agreement are distinct.
8 Indeed, the individual settlement expressly excludes Plaintiff's Class and PAGA claims and does not
9 prevent Plaintiff from obtaining any settlement payment to which she may be entitled as a Class Member
10 or Aggrieved Employee. Additionally, Defendant's obligation to pay the individual settlement to
11 Plaintiff is contingent upon, among other conditions, the Effective Date of the Settlement at issue here.

12 54. No portion of the Class recovery was diverted to Plaintiff. Plaintiff's individual settlement
13 was negotiated separate and apart from the Class and PAGA Settlement, and the \$19,000.00 individual
14 settlement payment is paid separately from and is not included in the \$665,000.00 GSA. (Settlement, ¶
15 1.22.) The claims released in the Class and Representative Action Settlement Agreement were separately
16 evaluated by Class Counsel with the assistance of a data expert, and Class Counsel's evaluation of the
17 Class and PAGA claims did not include Plaintiff's separate individual settlement.

18 55. Plaintiff respectfully submits that there is no conflict arising from her separate individual
19 settlement and her obligations to the Class. There was no preferential treatment to Plaintiff that would
20 undermine her adequacy as a class representative. Additionally, Plaintiff did not negotiate her individual
21 settlement in any way antagonistic to the Class or in any way that would minimize the relief to the Class.
22 Plaintiff's interests in the individual settlement and Settlement did not conflict, and resolution of
23 Plaintiff's individual claims did not impair the rights of Class Members. Based on the foregoing, Plaintiff
24 remains an adequate class representative.

25 MY EXPERIENCE AND QUALIFICATIONS

26 56. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount
27 Law School in 2006. I became an Active Member of the State Bar of California in June 2007 and have
28

1 been an Active Member in good standing continuously since then. I have been selected to Super Lawyers
2 each year from 2019 to 2023.

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

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

10 59. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage-and-hour
11 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
12 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
13 <http://www.laffeymatrix.com/see.html> [last visited August 11, 2026].) The Laffey Matrix is a “well-
14 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
15 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
16 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
17 upwards based on “locality pay differentials” and the location of counsel’s office in California to
18 determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to
19 the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential
20 of the District of Columbia and San Francisco, California, where counsel’s office was located].) To
21 determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality
22 pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based
23 on my firm’s location in Los Angeles, California, the locality pay differential of the Los Angeles-Long
24 Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is
25 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los
26 Angeles-Long Beach, CA, Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-
27 Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long
28

1 Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and
2 **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate
3 is \$1,019 per hour. Accordingly, my current billing rate of \$950.00 per hour is reasonable.

4 60. I am experienced in prosecuting and defending employment matters, particularly class
5 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice
6 on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel
7 for other wage-and-hour class action lawsuits pending in various California counties, including in state
8 and federal courts. The following is a list of some of our recent class action settlements that have received
9 preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size
10 approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class
11 size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size
12 approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size
13 approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx.
14 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead
15 counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead
16 counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class
17 members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No.
18 CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in
19 approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show that the
20 attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current
21 rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No.
22 BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No.
23 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.*
24 (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No.
25 BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No.
26 BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No.
27 BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC*
28

(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

61. 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.

62. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice focuses on advocating for the rights of employees at the trial-court and appellate level. Prior to approximately 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. In June 2018, Mr. Feghali became heavily involved in the firm's class action practice.

63. 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 is \$1,019 per hour. (*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.

64. 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.

- 1 (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
2 *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was granted in part.
- 3 (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
4 *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- 5 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
6 motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No.
7 19STCV44400), which was granted in part and denied in part in October 2022.
- 8 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of
9 *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP
10 (RAOx)) 2020 WL 1934954, where defendant removed a wage-and-hour class alleging
11 that Plaintiffs' claims were pre-empted by the Labor Management Relations Act.
- 12 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald,*
13 *U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There,
14 the Court of Appeal reversed a dismissal of an individual defendant following the trial
15 court's granting of a demurrer without leave to amend relating to alter ego allegations.
- 16 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo*
17 *v. Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-
18 MRWx) 2018 WL 1352910. Defendants there sought to remove the case based on the
19 inclusion of a "sham defendant," but the court agreed with Mr. Feghali's briefing which
20 argued that the individual defendant, who was alleged to have harassed the Plaintiffs under
21 FEHA, was a proper defendant.
- 22 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled
23 for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali
24 has resolved or assisted in the resolution of approximately 100 cases which has resulted in
25 millions of dollars of unpaid wages being returned to low-wage employees.
- 26
27
28

(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.

65. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage-and-hour class and 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); *Stanley Black & Decker Wage and Hour Cases* (No. JCCP5218) (\$3,500,000); *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).

CHANCELLOR NOBLES'S EXPERIENCE AND QUALIFICATIONS

66. Chancellor Nobles is a Senior Associate Attorney at my office. Chancellor earned his undergraduate degree from the University of California, Santa Barbara in Political Science, and his Juris

1 Doctor from Loyola Law School. Chancellor was admitted to practice law in January 2020 and is
2 presently admitted to practice in all courts of California and before all federal district courts in
3 California. The focus of Chancellor's practice is wage-and-hour class action law, including matters filed
4 under PAGA. Chancellor has worked on numerous class and representative actions that have been
5 granted final approval, including: *Raub v. Synergy One Lending, Inc.*, San Diego County Superior Court,
6 Case No. 37-2019-00030713-CU-OE-CTL; *Wicker v. ASC Profiles LLC*, Sacramento County Superior
7 Court, Case No. 34-2019-00270803-CU-OE-GDS; *Hernandez v. Saint-Gobain Performance Plastics*
8 *Corporation*, Orange County Superior Court, Case 30-2020-01142388-CU-OE-CXC; *DelCorso v.*
9 *Westland Technologies, Inc.*, Stanislaus County Superior Court, Case No. CV-20-002807; *Jefferson v.*
10 *McCormack Baron Management*, San Francisco County Superior Court, Case No. CGC-20-588162;
11 *Smith v. KS Industries, L.P.*, Kern County Superior Court, Case No. BCV-21-101300; *Rodriguez v.*
12 *Means Engineering, Inc. et al.*, San Diego County Superior Court, Case No. 37-2020-00024397-CU-
13 OE-CTL; *Diaz v. Roxbury Surgery Center, LLC, et al.*, Los Angeles County Superior Court, Case No.
14 20STCV46531; *Coleman v. H&E Services, Inc.*, Alameda County Superior Court, Case No.
15 RG20069157; *Skinner v. MoreFlavor, Inc.*, Alameda County Superior Court, Case No. RG20084231;
16 *Lozano v. Peterson Brothers Construction, Inc.*, Merced County Superior Court, Case No. 22CV-00103;
17 *Jimenez v. Makita U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 20STCV21732; *Gaston*
18 *v. Onrad, Inc.*, Riverside County Superior Court, Case No. RIC2004221; *Avalos v. Indio Products, Inc.*,
19 Los Angeles County Superior Court, Case No. 20STCV40470; *Salas v. Golden Specialty Foods, LLC*,
20 Merced County Superior Court, Case No. 22CV-00393; and *Childs, et al., v. Dal Chem, Inc. d/b/a Alexis*
21 *Oil Company*, Riverside County Superior Court, Case No. CVRI2100684. Chancellor is also currently
22 handling active class action and representative PAGA matters pending in various courts in California,
23 including *Telleria v. Michael Kors (USA), Inc. et al.*, Los Angeles County Superior Court, Case No.
24 25STCV20941; *Ward v. Connect With Physicians, LLC*, San Diego County Superior Court, Case No.
25 24CU025981C; *Barahona v. Five Star Gourmet Foods, Inc. et al.*, San Bernardino County Superior
26 Court, Case No. CIVSB2429126; *Franks v. Park Management Corp.*, Solano County Superior Court,
27 Case No. CU25-06540; *Minor v. Sacramento Behavioral Healthcare Hospital, LLC*, Sacramento
28

County Superior Court, Case No. 25CV018002; *Gonzalez v. Clovis Lakes Associates, LLC*, Fresno County Superior Court, Case No. 25CECG03664; *Salas v. Modesto MMP VI, Inc. et al.*, Stanislaus County Superior Court, Case No. CV-25-008224; *Sanchez v. MP Restaurants, Inc.*, El Dorado County Superior Court, Case No. 25CV1839; and *Avalos v. Sonoma Valley Hospital Foundation dba Sonoma Valley Hospital*, Sonoma County Superior Court, Case No. 25CV06578. Mr. Nobles's current billing rate is \$775.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Nobles's 6+ years of experience out of law school, his Laffey Matrix rate with a 2.53% increase is \$640.81 (\$625 + (\$625 x 2.53%)) per hour. (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Nobles's billing rate of \$775.00 per hour is reasonable.

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

67. 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.

68. 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.

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

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

10 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

11 71. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to 33
12 1/3% of the GSA (i.e., currently \$221,666.67, subject to potential increase under the escalator clause),
13 and litigation costs up to \$30,000.00. (Settlement, ¶ 3.2.1.) The proposed award of attorneys' fees can
14 be justified under either the lodestar method or the percentage/common-fund recovery method.
15 However, we base the proposed fees award on the percentage method, as many of the entries in the time
16 records will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

25 74. The risk to my office has been very significant, particularly if we would not be successful
26 in pursuing this class action. In such instance, we would have been left with no compensation for all the
27 time taken in litigating this case due to the contingency fee arrangement. Indeed, I have taken on a
28

1 number of class action cases that have resulted in thousands of attorney hours being expended and
2 ultimately having the defendant company going bankrupt during litigation. The contingent risk in these
3 types of cases is very real and occurs regularly. Furthermore, we were precluded from focusing on, or
4 taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

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

14 76. As of the drafting of this motion, my office has incurred \$24,818.38 in expenses litigating
15 this action, and we anticipate accruing additional costs up to final approval. (*See* Ex. 4.) These expenses
16 were reasonably necessary to the litigation and were actually incurred by my office. Moreover, because
17 total litigation costs are below the maximum amount allowed under the Settlement, any difference
18 between the amount requested and the amount awarded will be allocated to the Net Settlement Amount
19 for distribution to Participating Class Members. (*Id.* at ¶ 3.2.1.) Therefore, our costs should be
20 reimbursed in full.

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

- 24 (a) Numerous interviews with Plaintiff and review of documents provided by her;
- 25 (b) Legal research and investigation regarding Defendants' business and
26 employment practices at numerous points in the litigation;
- 27 (c) Preparation and submission of Plaintiff's PAGA notices;
- 28

- (d) Preparation of multiple drafts of the original class action complaint and subsequent amended complaint, as well as finalization and filing of said complaints and amendments;
- (e) Informal discovery activity;
- (f) Extensive “meet and confer” correspondence and discussions with Defense Counsel regarding the mediation and to obtain relevant documents and information through informal discovery;
- (g) Research and preparation of Plaintiff’s mediation brief;
- (h) Analysis of the discovery production and preparation of a damages model with the aid of a data expert;
- (i) Attendance and active participation at a full-day mediation;
- (j) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- (k) (k) Preparation of the motion for preliminary approval and the accompanying filings;
- (l) Anticipated preparation for and attendance at the preliminary approval hearing;
- (m) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;
- (n) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;
- (o) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and
- (p) Anticipated responding to Class Member inquiries and communicating with Plaintiff regarding the case.

1 78. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint
2 resolution has been reached that includes a gross, non-reversionary payment by Defendants of *no less*
3 *than* \$665,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am
4 informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order
5 violations alleged in the Operative Complaint would have gone completely unremedied.

6 I declare under penalty of perjury under the laws of the State of California and the United States
7 that the foregoing is true and correct. Executed on August 28, 2026, at Los Angeles, California.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Kane Moon