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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

CARLOS GONZALEZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

THIESSEN PRODUCTS, INC.; and DOES 1
through 10, inclusive,

Defendants

Case No.: 2025CUOE04934

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Plaintiff, the Declaration of
Colette Mahon, the Declaration of Lisa Mullins,
and [Proposed] Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: September 2, 2026

Time: 1:30 p.m.

Dept.: 44

Judge: Hon. Charmaine H. Buehner

Action Filed: August 18, 2025

Trial Date: Not set

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Carlos Gonzalez (“Plaintiff”) and the putative Class. I have personal knowledge of the matters set forth herein and if called as a witness, I could and would testify competently to the facts described herein.

CASE BACKGROUND AND PROCEDURAL HISTORY

2. This is a wage-and-hour class and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff seeks to represent a class of all current and former non-exempt, hourly-paid employees of Defendant Thiessen Products, Inc. (“Defendant”) who worked for Defendant in California at any time during the Class Period, as set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the “Settlement”). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. The proposed Class Notice is attached to the Settlement as **Exhibit A**.

3. Defendant manufactures engines and transmissions for Harley Davidson. Defendant employed Plaintiff and other non-exempt, hourly-paid employees during the Class Period. Plaintiff contends he and his coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

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 and sick pay. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work, Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-compliant breaks. Plaintiff further brings a claim for unreimbursed necessary business expenses based on allegations that Class Members were required to purchase specific type of shoes and use their personal cellphone for work purposes without

1 reimbursement from Defendant. Finally, Plaintiff also brings derivative claims for waiting time
2 penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

3 5. Because of the foregoing alleged violations of various provisions of the Labor Code,
4 Plaintiff filed a class action on August 18, 2025, which alleges Defendant systematically: (1) failed to
5 pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4)
6 failed to authorize and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed
7 to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, and
8 (8) engaged in unfair business practices.

9 6. Pursuant to PAGA, on August 17, 2025, Plaintiff gave written notice to the California Labor
10 and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with certified
11 mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s PAGA
12 Notice is attached hereto as **Exhibit 2**. On October 22, 2025, Plaintiff timely filed a First Amended Class
13 and Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA (the
14 “Operative Complaint”). In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently
15 submitted to the LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned
16 case number. To date, the LWDA has not indicated its intent to investigate the alleged violations or
17 intervene in this Action.

18 7. Defendant ardently opposes the merits of this case and denies Plaintiff’s factual allegations.
19 Defendant asserts it complied with all its compensation obligations, including compensating Class
20 Members for any and all off-the-clock work and overtime work, and therefore, Plaintiff and other Class
21 Members were paid all wages owed. Defendant argues it did not fail to incorporate any non-discretionary
22 bonuses into the regular rate of pay for purposes of paying overtime and sick pay, and that all bonuses
23 were discretionary. Defendant maintains compliance with all its meal and rest period obligations.
24 Defendant asserts it complied with all its reimbursement obligations, and that Plaintiff and other
25 employees were compensated for any and all business expenses necessarily incurred. To the extent
26 employees received wage statements that were allegedly inaccurate, Defendant asserts employees
27 suffered no actual damage or harm as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb.

1 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 [“A plaintiff must adequately plead an injury
2 arising from an employer’s failure to provide full and accurate wage statements, and the omission of the
3 required information alone is not sufficient.”].) With respect to Plaintiff’s claim for waiting time
4 penalties, Defendant alleges its good-faith belief that it paid all wages precludes the imposition of
5 waiting time penalties since Plaintiff cannot prove Defendant’s alleged failure to pay all final wages at
6 the time of separation was “willful.” (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No.
7 ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others, Defendant
8 denies all of Plaintiff’s claims and allegations, and further claims it did not engage in any unfair business
9 practices and denies liability under PAGA. Defendant also maintains the claims are improper for class
10 treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that could
11 bar class certification or significantly reduce Defendant’s overall liability.

12 DISCOVERY AND INVESTIGATION

13 8. The Parties agreed to mediate this action with Lonnie Giamela, Esq., an experienced class
14 and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
15 production of documents and information before mediation. Prior to mediation, Plaintiff obtained from
16 Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate
17 the claims asserted in this action. Defendant produced a statistically sound sample of time and pay
18 records for approximately 20% of the putative Class, Plaintiff’s personnel file and time and pay records,
19 and Defendant’s written employment policies in effect during the Class Period. Defendant also provided
20 information regarding the estimated number of current and formerly employed Class Members,
21 Allegedly Aggrieved Employees, and PAGA Pay Periods.

22 9. In preparation for mediation, Plaintiff’s Counsel reviewed and analyzed all the information
23 Defendant provided, including the sample records and documents regarding Defendant’s wage-and-hour
24 policies. Plaintiff’s Counsel retained a statistics expert to analyze the sample records and prepare a
25 damage analysis prior to the mediation. The sample time and pay records analyzed contained 10,246
26 actual shifts worked (representing roughly 20% of total shifts worked in the Class Period), which allowed
27 Plaintiff’s expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their
28

1 extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the
2 claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel was able to evaluate the
3 probability of class certification, success on the merits, and Defendant's maximum and realistic
4 monetary exposure for all claims. Thus, Plaintiff's and his Counsel's familiarity with the facts of the
5 case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the
6 Settlement.

7 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

8 10. On June 19, 2026, the Parties participated in a full day of private mediation with Lonnie
9 Giamela, Esq. The negotiations were at arm's length and, although conducted in a professional manner,
10 were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of
11 the dispute, but each side was also prepared to litigate their position through trial and appeal if a
12 settlement had not been reached. After a full discussion regarding the strengths and weaknesses of
13 Plaintiff's claims and Defendant's defenses and with the assistance of the mediator, the Parties reached
14 a resolution, the material terms of which are set out in the Settlement.

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

20 KEY TERMS OF SETTLEMENT

21 12. GSA and Funding: The Gross Settlement Amount ("GSA") is \$295,000, subject to potential
22 increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.1.) Defendant will
23 separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments.
24 (*Id.*) Defendant will fully fund the GSA, together with all employer-side payroll taxes owed on the Wage
25 Portion of Individual Class Payments, by transmitting the funds into the Qualified Settlement Fund
26 established and maintained by the Administrator within twenty-one (21) calendar days of the Final
27 Approval Order. (*Id.* at ¶ 4.3.)

1 13. Escalator Clause: The Settlement provides an escalator clause under which should the
2 number of Class Period Workweeks increase by more than 10% of the original estimate of 14,199 (i.e.,
3 if the actual number of Workweeks is more than 15,619), Defendant agrees to increase the GSA by the
4 proportional percentage amount above 10%, (e.g. if the number of additional Workweeks increases by
5 1% above 15,619, the GSA will increase by 1%). (*Id.* at ¶ 8.)

6 14. Class Representative Enhancement Award: The Settlement includes a payment up to
7 \$7,500.00 payable from the GSA, subject to the Court's approval, to Plaintiff as the Class
8 Representative, in addition to the amount he is eligible to receive as a Class Member. (*Id.* at ¶¶ 1.15,
9 3.2.1.) This award is in exchange for a general release, and in recognition of having initiated the Action,
10 provided services in support thereof, and incurred risks inherent in the role of named Plaintiff. (*Id.* at ¶
11 1.15.) In the event the award finally approved is less, the difference will be allocated to the Net
12 Settlement Amount. (*Id.* at ¶ 3.2.1.)

13 15. Class Counsel Fees and Litigation Costs Payments: The Settlement permits a fee application
14 of not more than one-third of the GSA (currently estimated to be \$98,333.33) for reasonable attorneys'
15 fees, plus reimbursement for actual litigation costs not to exceed \$35,000.00, payable to Class Counsel
16 from the GSA. (*Id.* at ¶ 3.2.2.) In the event the amounts finally approved are less, the difference will be
17 allocated to the Net Settlement Amount. (*Id.*) To date, my firm has incurred \$12,399.44 in actual
18 litigation costs, and a true and correct copy of a report showing current costs is attached hereto as **Exhibit**
19 **4**.

20 16. Administration Expenses Payment: The Settlement provides an Administration Expenses
21 Payment to the Administrator, payable from the GSA, in an amount not to exceed \$6,350.00, except for
22 a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) In the event the amount of actual
23 administration costs is less and/or the amount approved by the Court is less than requested, the difference
24 will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected ILYM Group, Inc.
25 ("ILYM") as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.2, 7.1.) A true and correct copy
26 of ILYM's bid of \$6,350.00 is attached hereto as **Exhibit 5**.

1 17. Allegedly Aggrieved Employees; PAGA Period: Allegedly Aggrieved Employees is
2 defined as all current and former non-exempt, hourly-paid employees of Defendant who worked for
3 Defendant in California at any time during the PAGA Period. (*Id.* at ¶ 1.4.) For purposes of Settlement,
4 the “PAGA Period” is August 17, 2024, through August 19, 2026. (*Id.* at ¶ 1.36.)

5 18. PAGA Penalties; Individual PAGA Payments: The Settlement allocates \$14,750.00 from
6 the GSA for settlement of the Released PAGA Claims, which will be distributed 65% (\$9,587.50) to the
7 LWDA and 35% (\$5,162.50) to Allegedly Aggrieved Employees pursuant to PAGA law governing
8 Plaintiff’s claims. (*Id.* at ¶¶ 1.35, 3.2.5.) Each Allegedly Aggrieved Employee will be entitled to a pro
9 rata share of the 35% share of the PAGA Penalties directly proportional to their number of PAGA Pay
10 Periods. (*Id.* at ¶ 3.2.5.a.) This results in an average Individual PAGA Payment of roughly **\$60.74** for
11 each of the estimated 85 Allegedly Aggrieved Employees (\$5,162.50 / 85), and a PAGA Pay Period
12 value of roughly **\$2.05** for each of the 2,523 estimated Pay Periods in the PAGA Period (\$5,162.50 /
13 2,523).

14 19. Net Settlement Amount: After deducting the Class Representative Enhancement Award, the
15 Class Counsel Fees and Litigation Costs Payments, the PAGA Penalties allocation, and the
16 Administration Expenses Payment from the GSA, in the amounts specifically approved by the Court,
17 any difference in the amounts requested and the amounts awarded will be allocated to the Net Settlement
18 Amount for distribution to Participating Class Members. (*Id.* at ¶¶ 1.29, 3.2.) Accordingly, the Net
19 Settlement Amount will be *no less than* **\$133,066.67** for an estimated Class of **140 individuals**.¹

20 20. Class Members/Period: The Settlement Class is defined as all current and former non-
21 exempt, hourly-paid employees of Defendant who worked for Defendant in California at any time during
22 the Class Period. (*Id.* at ¶ 1.5.) For purposes of Settlement, the “Class Period” is August 18, 2021,
23 through August 19, 2026. (Settlement, ¶ 1.13.)

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25
26 ¹ The Net Settlement Amount was calculated by deducting the following from the \$295,000 GSA:
27 \$7,500.00 for the Class Representative Enhancement Award, up to \$6,350.00 for the Administration
28 Expenses Payment, \$14,750.00 for the PAGA Penalties to the LWDA and Allegedly Aggrieved Employees,
\$98,333.33 for the Class Counsel Fees Payment, and up to \$35,000.00 for the Class Counsel Litigation Costs
Payment. (Settlement, ¶¶ 3.2–3.2.5.)

1 21. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a
2 pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks
3 worked during the Class Period. (*Id.* at ¶ 3.2.4.) The estimated **\$133,066.67** Net Settlement Amount
4 results in an average Individual Class Payment of roughly **\$950.48** for each of the estimated 140 Class
5 Members ($\$133,066.67 / 140$),² and a Workweek value of roughly **\$9.37** for each of the 14,199 estimated
6 Workweeks in the Class Period ($\$133,066.67 / 14,199$).

7 22. Tax Allocations: Individual Class Payments will be allocated as 20% as wages and 80% as
8 penalties and interest for tax purposes. (*Id.* at ¶ 3.2.4.a.) Individual PAGA Payments will be allocated as
9 100% penalties for tax purposes. (*Id.* at ¶ 3.2.5.a.)

10 23. Disbursement and Uncashed Funds: Disbursement will occur within 14 days of completed
11 funding. (*Id.* at ¶ 4.4.) Class Members will not need to submit any claim form as a condition of receiving
12 individual settlement payments. (*Id.* at ¶ 3.1.) Any funds remaining uncashed after 180 days from
13 issuance will be transmitted to CASA of Ventura County, a child advocacy group for foster children, as
14 the *Cy Pres* recipient. (*Id.* at ¶¶ 4.4.1, 4.4.3.)

15 24. Released Class Claims by Participating Class Members: The “Released Class Claims” is
16 limited to all claims that were alleged in Plaintiff’s Operative Complaint, or that reasonably could have
17 been alleged based solely on the facts asserted therein. (*Id.* at ¶ 5.2.) The release excludes any claims for
18 vested benefits, unemployment benefits, disability benefits, social security benefits or workers’
19 compensation benefits that arose at any time, any claims that are not releasable as a matter of law or
20 public policy, and any claims arising outside the Class Period. (*Id.*)

21 25. Released PAGA Claims by PAGA Members and LWDA: The “Released PAGA Claims” is
22 limited to all claims for civil penalties pursuant to the California Private Attorneys General Act of 2004,
23 Lab. Code §§ 2698, *et seq.*, which were alleged in Plaintiff’s PAGA Notice and in Plaintiff’s Operative
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26 ² At this time, the actual amounts to Class Members and/or Allegedly Aggrieved Employees are unknown
27 and will be calculated by the Administrator following preliminary approval and receipt and processing of the
28 Class Data. (Settlement, ¶ 4.2.) The high and low range of payments will be provided to the Court in a motion
for final approval.

1 Complaint, or that reasonably could have been alleged based on the facts stated therein ("Released
2 PAGA Claims") and ascertained in the course of the Action. (*Id.* at ¶ 5.3.)

3 26. Plaintiff's Section 1542 Release: Under the Settlement, Plaintiff has agreed to a general
4 release of any and all claims related to his employment, including all claims alleged in the Action, and
5 release of rights pursuant to California Civil Code section 1542. (*Id.* at ¶ 5.1.1.)

6 27. Effective date of claims releases: The release of all claims will be effective only upon entry
7 of the Court's Final Approval Order and Defendant's funding of the GSA and employer-share of payroll
8 taxes. (*Id.* at ¶¶ 5, 5.4.)

9 28. Released Parties: Defendant and each and all of its former and present directors, officers,
10 shareholders, owners, spouses, domestic partners, members, executives, partners, agents, employees,
11 representatives, contractors, consultants, administrators, legal representatives, attorneys, insurers,
12 predecessors, successors, assigns, direct and indirect subsidiaries, affiliates, and/or any individual or
13 entity which could be considered to have jointly employed the Class Members or Allegedly Aggrieved
14 Employees or which could be jointly liable with any of the foregoing. (*Id.* at ¶ 1.43.)

15 29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed
16 via first-class U.S. mail to the current address of each Class Member. (*Id.* at ¶ 7.4.2.) The proposed Class
17 Notice sets forth, in plain terms, a statement of case, the terms of the Settlement, the approximate
18 amounts of attorneys' fees, costs, PAGA Penalties, and service award being sought, an explanation of
19 how the individual payments are calculated, the Final Approval Hearing information, the procedure for
20 disputing the number of Workweeks and/or Pay Periods credited to each Class Members, and how Class
21 Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at ¶¶ 7.4–7.5, 7.8,
22 Ex. A.)

23 30. No Related Actions: To the best of my knowledge, there is no other pending litigation
24 involving similar claims against Defendant that may be impacted by approval of the Settlement at issue,
25 nor has Defendant pointed to any.

26 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE
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31. Plaintiff's Counsel have conducted a thorough investigation into the facts of this case. As previously noted, the Settlement at issue was reached through arm's-length negotiations, private mediation, and the assistance of a statistics expert. Based on Defendant's informal class-wide discovery production, on Plaintiff's Counsel independent investigation and evaluation, and on their extensive experience in wage-and-hour litigation, Plaintiff's Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses Defendant may assert both to certification and on the merits, the Settlement is in the best interest of the Class and LWDA.

32. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by Defendant, on Plaintiff's expert's analysis of the sample records provided by Defendant, and on information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on a review of Defendant's records, it is estimated that there are approximately 140 Class Members who collectively worked 14,199 Workweeks during the Class Period, and 85 Allegedly Aggrieved Employees who collectively worked 2,523 PAGA Pay Periods during the PAGA Period. (*Id.* at ¶¶ 4.1, 8.) Additionally, there were an estimated 71 former employees for waiting time penalties, that Class Members' average hourly rate was \$26.15, and that the average regular hourly rate was \$26.22.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	14,199 Workweeks	\$26.22 average regular rate	Based on Expert Analysis of Records	\$65.00*
Unpaid Wages (Off the Clock)	14,199 Workweeks	\$26.15 average hourly rate	5,534 net unpaid hours (assuming 5 minutes per shift and 20 minutes per month) (77.8% overtime)	\$20,100.79**

Meal Period Violations	14,199 Workweeks	\$26.15 average hourly rate	27,332 unique meal break violations	\$178,682.95*
Rest Period Violations	14,199 Workweeks	\$26.15 average hourly rate	24,892 rest break violations (assuming 50% break violations for shifts of at least 3.5 hours)	\$65,092.58**
Unreimbursed Business Expenses Violations	14,199 Workweeks	Assumes \$100 per employee	Assumes \$100 per employee	\$1,400.00**
Labor Code § 203	Based on approx. 71 terminated employees within the 3-year SOL	\$26.15 average hourly rate / 30-day max.	Assumes 7.9 hours / day	\$22,134.90***
Labor Code § 226	Based on approx. 85 employees	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 2,523 pay periods	\$17,000.00***
PAGA	Based on 2,523 pay periods	\$100 per pay period	Based on 2,523 pay periods	\$12,615.00***
Total				\$317,091.22
* These figures are discounted based on a 25% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 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				

33. As discussed above, Plaintiff's unpaid wages claim is also due to allegations that Defendant failed to incorporate all remuneration, including bonuses, into Class Members' regular rate of pay for

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

1 purposes of paying overtime and sick pay. Specifically, Plaintiff's expert reviewed the sample records
2 Defendant produced and found 6 identifiable additional remunerations that were made yet not factored
3 into the regular rate of pay, impacting 3.6% of Class Members for sick pay and 7.1% of Class Members
4 for overtime pay and resulting in a maximum exposure of \$260.00. However, Defendant argues bonuses
5 were discretionary, and therefore Defendant was not required to incorporate those payments into the
6 regular rate. Additionally, Defendant argues that to the extent it failed to incorporate any of the additional
7 payments into the regular rate of pay, this results in nominal exposure as only 3.0% of pay periods
8 included overtime and additional compensation, and only 0.1% of pay periods included sick pay and
9 additional compensation. Due to the lack of written policies regarding criteria for bonus payments and
10 Defendant's minimal exposure, I acknowledge the foregoing presents significant risk with certifying this
11 claim and proof on the merits. Therefore, I applied a 75% discount to the maximum exposure figure;
12 accordingly, I arrived at **a realistic damage estimate of \$65.00 for the regular rate claim.**

13 34. Plaintiff's unpaid wages claim is based on allegations that Defendant failed to pay all
14 minimum and overtime wages due to off-the-clock work performed before and after clocking in and out
15 of work. Plaintiff alleges that Class Members were required to wait in line to clock in for shifts and that
16 he and other Class Members usually arrived early to avoid being given a warning for clocking in late. In
17 addition, Plaintiff also claims that approximately once a month, he and other Class Members were asked
18 to stay and finish up tasks after clocking out of work. Therefore, Plaintiff's Counsel estimated Class
19 Members spent an average 5 minutes off the clock per shift and 20 minutes off the clock per month.
20 Accordingly, Plaintiff's Counsel and data expert estimated Defendant failed to pay Class Members for
21 approximately 5,534 hours, 77.8% of which should have been paid at the overtime rate. From this, and
22 in light of the average rates of the Class Members, Defendant's estimated maximum potential liability
23 is \$201,007.88. Defendant contends that all time worked was compensated, that Class Members were
24 not permitted to work off-the-clock, and that this claim is highly individualized and not susceptible to
25 class-wide treatment. I acknowledge that "off-the-clock" claims are difficult to be tried on a class wide
26 basis because there is no apparatus that can be used to prove this claim—there are no records to be used
27 as evidence. In light of these defenses, and for purposes of settlement, I discounted the maximum
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1 potential liability by 90%. **Plaintiff's realistic recovery estimate for the unpaid wages claim due to**
2 **off-the-clock work is therefore \$20,100.79.**

3 35. Plaintiff's meal period claim is based on allegations that Defendant 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 Defendant either failed to provide a meal period or provided a short and/or untimely
8 meal period 13,427 times throughout the Class Period, resulting in a 63.3% violation rate. Plaintiff's
9 Counsel and its data expert then calculated that, in light of these violations and the average hourly rate
10 of the putative Class, that Defendant had a potential liability of \$714,731.80 (27,332 unique violations
11 x \$26.15 avg. hourly rate). Defendant nonetheless contends that many meal breaks were taken and, where
12 a violation appears, it was a result of the Class Member voluntarily choosing to forego a meal period, to
13 take it after the end of the fifth hour, or to stop his or her break early to return to work. Moreover,
14 certification and proof of this claim would require declarations from Class Members and obtaining such
15 declarations potentially would reveal that each Class Member had a different experience with respect to
16 meal periods. In light of these defenses, and for purposes of settlement, Plaintiff's Counsel believe it
17 reasonable to apply a 75% discount to the potential liability. **Plaintiff's realistic recovery estimate for**
18 **the meal period claim is therefore \$178,682.95.**

19 36. The rest break claim is based on the allegation that Defendant did not provide or maintain
20 sufficient rest break practices, such that Class Members were regularly required to work in excess of
21 four consecutive hours a day, or a major fraction thereof, without authorization or permission to take a
22 ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The
23 precise number of rest break violations could not be calculated since Defendant neither documented, nor
24 is required to document, when Class Members took their required rest breaks. Therefore, in preparation
25 for mediation, Plaintiff's Counsel assumed a 50% violation rate for shifts of at least to 3.5 hours in
26 length and, based on the average hourly rate of the putative Class, calculated Defendant's potential
27 liability to be \$650,925.80 (24,892 unique rest break violations x \$26.15 per hour). Defendant
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1 nonetheless contends rest periods do not have to be recorded, that Class Members voluntarily chose to
2 forego some rest breaks and, significant for purposes of class certification, that this claim is
3 individualized in nature and therefore would require declarations indicating the majority of Class
4 Members experienced issues as to rest breaks. In light of these defenses, and for purposes of settlement,
5 I discounted Defendant's potential liability by 90%. **Plaintiff's realistic recovery estimate for the rest
6 break claim is therefore \$65,092.58.**

7 37. The unreimbursed business expenses claim is based on the allegation that Defendant did not
8 reimburse Class Members for all expenses incurred in direct consequence of the discharge of duties,
9 including the purchase of specific type of shoes and use of their personal cellphone for work purposes.
10 The precise value of all necessary business expenses Class Members incurred could not be calculated.
11 Therefore, in preparation for mediation, Plaintiff's Counsel estimated Defendant owed approximately
12 \$100.00 to each Class Member in the statutory period and that Defendant's potential liability is
13 \$14,000.00. Defendant contends it complied with all its reimbursement obligations, that it provided
14 Class Members with necessary tools, that cellphone use was not required for work, and further, that the
15 reimbursement claim would be difficult to certify, given the individualistic nature of this claim. In light
16 of these defenses, and for purposes of settlement, I discounted Defendant's potential liability by 90%.
17 **Plaintiff's realistic recovery estimate for the unreimbursed expenses claim is therefore \$1,400.00.**

18 38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
19 estimates Defendant's maximum potential exposure, prior to risk-adjustment, is \$1,034,998.00, which
20 breaks down as follows: **\$442,698.00** for waiting time penalties for approximately 71 terminated Class
21 Members in the 3-year SOL; a **\$340,000.00** penalty for inaccurate wage statements based on
22 approximately 85 Class Members; and **\$252,300.00** for PAGA penalties based on 2,523 Pay Periods and
23 the Court assessing a \$100 penalty for each pay period containing a violation. However, I believe it
24 would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature
25 of awarding penalties and given Defendant's defenses, including without limitation, that any failure to
26 pay all final wages at the time of separation was not willful or intentional and that to the extent Plaintiff
27 received wage statements that were allegedly inaccurate, Plaintiff suffered no actual resulting damage
28

1 or harm. Moreover, I understand the individualized and testimony-intensive nature of the wage claims
2 could bar class certification or otherwise significantly reduce Defendant's overall liability for statutory
3 and civil penalties. Furthermore, considering the underlying wage claims are realistically estimated to
4 be \$265,341.32, awarding such a disproportional amount in penalties would also raise Due Process
5 concerns. Weighing these factors, I applied a 95% discount to each penalty (resulting in **\$22,134.90** for
6 waiting time penalties, **\$17,000.00** for inaccurate wage statement penalties, and **\$12,615.00** for PAGA
7 penalties) and accordingly arrived at **a realistic recovery estimate of \$51,749.90 for statutory and**
8 **civil penalties.**

9 39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for**
10 **all claims, including penalties, is \$317,091.22.** This means **the \$295,000.00 gross settlement figure**
11 **represents roughly 93% of the total realistic recovery.** This is an excellent result for the Class,
12 particularly because, under the Settlement, Class Members will receive timely and guaranteed relief,
13 avoiding the risk of not being able to recover anything.

14 40. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that
15 satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing
16 Allegedly Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this
17 litigation, Defendant has had to hire legal counsel, engage in informal class-wide discovery, and
18 participate in mediation. Defendant will also have to pay civil penalties to the LWDA under the
19 Settlement, assuming final settlement approval is granted. (Settlement, ¶ 3.2.5.) Not including its own
20 attorneys' fees and costs as well as the employer's share of payroll taxes, Defendant will pay no less
21 than \$295,000.00 to resolve this matter—of which \$14,750.00 is allocated toward the PAGA claims and
22 will be distributed, in compliance with Labor Code section 2699 as 65% (\$9,587.50) to the LWDA and
23 35% (\$5,162.50) to Allegedly Aggrieved Employees—and the release obtained under the Settlement
24 does not preclude Allegedly Aggrieved Employees from pursuing any individual claims they may have
25 against Defendant or the other Released Parties. Moreover, Plaintiff's Counsel are of the opinion that
26 because the issues here are fairly contested, there is a possibility of the Court not awarding the PAGA
27 penalties even if Plaintiff prevailed on the merits due to the largely discretionary nature of awarding
28

1 PAGA penalties. In other words, were this matter to go to trial, any award granted would be at the
2 discretion of the Court and subject to a substantial reduction.

3 41. Further, Plaintiff's Counsel took into account the risk of not being able to proceed on a
4 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
5 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties
6 and in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff
7 would be successful at trial, assuming he is first able to certify the claims and defeat the manageability
8 issues presented at litigation, Plaintiff could be awarded substantially less than what was obtained
9 through the Settlement. In sum, the \$14,750 PAGA Penalties allocation under the Settlement constitutes
10 genuine and meaningful relief.

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

16 43. The Settlement obviates the significant risk that this Court may deny certification of all or
17 some of Plaintiff's claims. Plaintiff's Counsel took into account the risk of not prevailing at trial due to
18 low or no participation by Class Members. Indeed, the individualized and testimony-intensive nature of
19 the claims could bar manageability of the representative claims or otherwise significantly reduce any
20 recovery whatsoever. For example, the rest period and unreimbursed expense claims are testimony-
21 driven claims and assume a 50% and 100% violation rate, respectively, which would not likely be
22 demonstrated at trial, as it assumes either the participation of a majority or all employees (which would
23 be difficult given the reality that many, if not all, employees would be unwilling to participate due to
24 fear of retaliation), or alternatively, the use of surveys or statistical data as a surrogate (which would still
25 require the participation of a majority of employees to establish a sound representation of all non-
26 exempts). Even assuming employees would be willing to participate, obtaining declarations would
27 potentially reveal that each individual employee had a different experience.

1 44. Furthermore, even if Plaintiff was able to pursue his claims on a class-wide basis and obtain
2 certification of all or some of the claims, continued litigation would be expensive, involving a trial and
3 possible appeals, and would substantially delay and reduce any recovery by the Class. Although the
4 Parties have engaged in a significant amount of investigation, informal discovery, and class-wide data
5 analysis, they have not conducted extensive formal discovery. Moreover, preparation for class
6 certification and a trial would remain for the Parties as well as the prospect of appeals in the wake of a
7 disputed class certification ruling for Plaintiff and/or any summary judgment ruling. As a result, the
8 Parties would incur considerably more attorneys' fees and costs through trial. In sum, this Settlement
9 avoids the risks, burdens, and the accompanying expense of further litigation.

10 45. The proposed \$295,000.00 Settlement represents a substantial recovery when compared to
11 the reasonably forecasted recovery for the Class. When considering the risks of litigation, the
12 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and
13 the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness,
14 and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
15 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399,
16 408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff
17 class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount
18 that is in controversy and the realistic range of outcomes of the litigation"].)

19 THE ENHANCEMENT AWARD TO PLAINTIFF IS REASONABLE

20 46. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has
21 cooperated immensely with my office and has taken many actions to protect the interests of the Class.
22 Plaintiff provided valuable information regarding his hours worked, and what duties were performed
23 during those hours. Plaintiff also provided information regarding meal periods taken and missed by
24 Plaintiff and other Class Members. Plaintiff participated in decisions concerning this action, assisted in
25 preparation for the mediation, and provided my office with the names and contact information of
26 potential witnesses in this action. Before we filed this case, Plaintiff worked with my office to determine
27 the viability of his claims. Plaintiff also provided information and documents relating to his employment
28

1 by Defendant. The information and documentation provided by Plaintiff was instrumental in establishing
2 the wage-and-hour violations alleged in this action, and the recovery provided for in the Settlement
3 would have been impossible to obtain without his participation.

4 47. At the same time, Plaintiff faced many risks in adding himself as the named Plaintiff in this
5 matter. Plaintiff faced actual risks with his future employment, as putting himself on public record in an
6 employment lawsuit could also very well affect his likelihood for future employment. For example, a
7 search of Plaintiff's name will reveal this action, and as a result, many employers may likely forego
8 hiring Plaintiff in learning he sued a former employer.

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

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

21 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

8 53. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage-and-hour
9 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
10 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
11 <http://www.laffeymatrix.com/see.html> [last visited July 10, 2026].) The Laffey Matrix is a “well-
12 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
13 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
14 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
15 upwards based on “locality pay differentials” and the location of counsel’s office in California to
16 determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to
17 the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential
18 of the District of Columbia and San Francisco, California, where counsel’s office was located].) To
19 determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality
20 pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based
21 on my firm’s location in Los Angeles, California, the locality pay differential of the Los Angeles-Long
22 Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is
23 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los
24 Angeles-Long Beach, CA, Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-
25 Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long
26 Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and
27 **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate
28

1 with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)).
2 Accordingly, my current billing rate of \$950.00 per hour is reasonable.

3 54. I am experienced in prosecuting and defending employment matters, particularly class
4 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice
5 on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel
6 for other wage-and-hour class action lawsuits pending in various California counties, including in state
7 and federal courts. The following is a list of some of our recent class action settlements that have received
8 preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size
9 approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class
10 size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size
11 approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size
12 approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx.
13 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead
14 counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead
15 counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class
16 members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No.
17 CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in
18 approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show that the
19 attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current
20 rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No.
21 BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No.
22 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.*
23 (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No.
24 BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No.
25 BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No.
26 BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC*
27 (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No.
28

1 BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No.
2 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC*
3 (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

4 ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

10 56. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice focuses
11 on advocating for the rights of employees at the trial-court and appellate level. Prior to approximately
12 June 2018, with the exception of a handful of cases, his practice focused on individual FEHA and
13 wrongful termination claims, as well as individual wage-and-hour claims. In June 2018, Mr. Feghali
14 became heavily involved in the firm's class action practice.

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

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

- 23 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath*
24 *Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order
25 on all causes of action following contested briefing in a wage-and-hour class action.
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27
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- (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken under submission by the Court on February 3, 2022.
- (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- (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 Plaintiffs' 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. March 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 Plaintiffs under FEHA, was a proper defendant.
- (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has resolved or assisted in the resolution of approximately 100 cases which has resulted in millions of dollars of unpaid wages being returned to low-wage employees.

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

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

CHARLOTTE MIKAT-STEVEN'S EXPERIENCE AND QUALIFICATIONS

60. Charlotte Mikat-Stevens is an associate attorney at Moon Law Group, PC. Ms. Mikat-Stevens advocates for employees in both state and federal court in employment and related litigation.

1 Since joining Moon Law Group, her practice has focused on wage and hour class actions and PAGA
2 representative actions involving claims related to unpaid overtime and minimum wages, meal and rest
3 break violations, unreimbursed business expenses, improper wage statements, unfair business practices,
4 and penalties.

5 61. Ms. Mikat-Stevens received her B.As. in Anthropology and International Studies with
6 honors from Loyola University of Chicago, and her J.D. and Master of Environmental Law and Policy
7 from Vermont Law School (“VLS”). While in law school, Ms. Mikat-Stevens served as Note and
8 Production Editor for the Vermont Journal of Environmental Law, served with the VLS Environmental
9 Law Society, and worked as a student clinician both for both the Food and Agriculture and the
10 Environmental and Natural Resources Law Clinics at VLS. Following law school, Ms. Mikat-Stevens
11 was selected for a fellowship focused on the labor trafficking and forced labor of agricultural workers
12 in the United States, during which time she developed a toolkit for legal practitioners and represented
13 victims of trafficking with civil and criminal cases. Before joining Moon Law Group, PC, Ms. Mikat-
14 Stevens represented farm workers with various employment law claims in administrative and civil
15 courts, including class and representative actions, as well as in grievance and arbitration matters.

16 62. Ms. Mikat-Stevens became an Active Member of the State Bars of California and
17 Washington in 2019 and has been a member in good standing continuously since then. She is also
18 admitted to practice in the United States District Court for the Eastern and Central Districts of California
19 and in the United States District Court for the Eastern District of Washington.

20 63. Ms. Mikat-Stevens’ current billing rate is \$675.00 per hour, which is her usual hourly rate
21 for wage and hour litigations. Based on Ms. Mikat-Stevens’ 5+ years of experience, her Laffey Matrix
22 rate with a 2.53% adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x \$625). (See Ex.
23 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Mikat-Stevens’
24 billing rate of \$675.00 per hour is reasonable.

25 64. A selection of settled class actions that have received preliminary and/or final settlement
26 approval and PAGA-only approved settlements in which Ms. Mikat-Stevens assisted in the resolution
27 during her tenure with Moon Law Group, PC includes the following: *Alvarez v. Conagra Foods*
28

1 *Packaged Foods, LLC, et al.* (Los Angeles No. 21STCV37375) (\$1,000,000 for 1,066 class members);
2 *Amador v. Prime Waterproofing & Roofing, Inc.* (LA No. 19STCV08032) (\$107,500 for 157 class
3 members); *Amaya v. Purosil, LLC* (Riverside No. CVRI2202854) (\$435,000 for 353 class members);
4 *Argueta v. ASMB, LLC* (LA No. 22STCV08327) (\$135,000 for approx. 506 aggrieved employees);
5 *Arzate v. Coastal Blooms Nursery, LLC* (Santa Barbara No. 22CV00778) (\$150,000 for approx. 697
6 aggrieved employees); *Bonine v. Wachter, Inc.* (LA No. 20STCV31653) (\$354,000 for 209 class
7 members); *Bustamante v. Advanced Skilled Nursing, Inc.* (LA No. 19STCV00801) (\$525,000 for 530
8 class members); *Cabello v. Rancho Car Wash, LLC* (Riverside No. CVRI2103709) (\$297,500 for 132
9 class members); *Candys v. Community Psychiatry Management, LLC* (Sacramento No. 34-2022-
10 00314705) (\$921,153.39 for 790 class members); *Castillo v. Freedom Painting Inc.* (LA No.
11 20STCV22365) (\$250,000 for 99 class members); *Cervantes v. Wondertreats, Inc.* (Stanislaus No. CV-
12 22-001263) (\$295,884.32 for 433 class members); *Cruz v. Knightsbridge Plastics, Inc.* (Alameda No.
13 23CV028294) (\$700,000 for 343 class members); *Del Toro-Ibarra v. West Pico Distributors, LLC* (LA
14 No. 21STCV31247) (\$130,000 for 108 class members); *Delgado v. Kings River Farming, Inc.* (Fresno
15 No. 22CECG00736) (\$517,500.00 for approx. 760 aggrieved employees); *Duncan v. Infineon*
16 *Technologies Americas Corp.* (LA No. 21STCV16872) (\$2,500,000 for 775 class members); *Duncan v.*
17 *Roth Staffing Companies, L.P., et al.* (San Bernardino No. CIVSB2421369) (\$225,000 for approx. 329
18 aggrieved employees); *Estrada v. TRC Companies, Inc., et al.* (LA No. 21STCV37078) (\$2,200,000 for
19 698 class members); *Fennix v. Tenderloin Housing Clinic, Inc.* (San Francisco No. CGC-20-584834)
20 (\$330,000 for 589 class members); *Ferry v. Cencal Wings II, Inc.* (Fresno No. 21CECG03205)
21 (\$630,000 for 588 class members); *Fisher et al. v. Supreme Truck Bodies of California, Inc. et al.*
22 (Riverside No. CVRI2200207) (\$3,000,000 for 1,344 class members); *Flores v. Home Delivery Service,*
23 *LLC* (Alameda No. RG21096517) (\$1,200,000 for 3,144 class members); *Garcia v. San Jose Water*
24 *Company* (Santa Clara No. 22CV39638) (\$1,200,000 for 489 class members); *Garcia v. South Valley*
25 *Companies* (Kern No. BCV-22-100465) (\$182,000 for 151 class members); *Garcia v. Tri-Valley*
26 *Plastering, Inc.* (Fresno No. 22CECG00591) (\$1,250,000 for 858 class members); *Ghusar v. ECMD,*
27 *Inc.* (Riverside No. CVRI2404116) (\$195,000 for approx. 108 aggrieved employees); *Gomez v. Arya*
28

1 *Ice Cream Distributing Co., Inc.* (LA No. 21STCV31170) (\$588,203.6 for 98 class members); *Gonzalez*
2 *v. A.M. Castaneda, Inc.* (San Diego No. 37-2021-00017374-CU-OE-CTL) (\$488,372.97 for 494 class
3 members); *Gutierrez v. Ratto Bros., Inc.* (Stanislaus, No. CV-23-001816) (\$225,000 for approx. 187
4 aggrieved employees); *Hernandez v. Oakland Paper & Supply, Inc.* (Contra Costa No. MSC21-00363)
5 (\$200,000 for approx. 135 aggrieved employees); *Herrera v. Coastal Construction & Lumber Co.* (Santa
6 Clara No. 22CV394683) (\$100,000 for approx. 197 aggrieved employees); *Kilgore v. BQ Operations*
7 *Holdings, LLC, et al.* (LA No. 23STCV10311) (\$1,100,000 for 8,254 aggrieved employees); *Lester v.*
8 *The Super Dentists, Inc.* (San Diego No. 37-2023-00014247-CU-OE-CTL) (\$200,000 for approx. 459
9 aggrieved employees); *Lopez Rivera v. Villagrana Logistics, Inc.* (San Bernardino No. CIVDS2022538)
10 (\$400,000 for 1,446 class members); *Martinez v. Canton Food Co., Inc.* (LA No. 21STCV34962)
11 (\$665,000 for 414 class members); *Martinez v. Desert Concepts Construction, Inc.* (LA No.
12 20STCV08933) (\$300,000 for 456 class members); *Murillo v. Quanta Computer USA, Inc.* (Alameda,
13 No. 22CV005095) (\$2,635,550.17 for 2,466 class members); *Murrieta v. Stanley Black & Decker, Inc.*
14 (San Bernardino No. CIVSB2414301) (\$1,250,000 for approx. 942 class members); *Perez v. Torn &*
15 *Glasser, Inc.* (LA No. 21STCV43614) (\$1,127,610 for 629 class members); *Preciado v. Kip*
16 *Incorporated* (Riverside No. CVRI2103836) (\$450,000 for 195 class members); *Quintero et al. v. JC*
17 *Resorts LLC et al.* (San Bernardino No. CIVSB2115731) (\$1,570,000 for approx. 3,200 class members);
18 *Ramirez v. Merrill Gardens, LLC* (Cal. E.D. No. 1:22-cv-00542-SAB) (\$825,000 for 4,602 class
19 members); *Rayford v. AbleLight, Inc.* (Sacramento, No. 23CV001488) (\$1,480,000 for 819 class
20 members); *Ruiz v. Artistic Entertainment Services, LLC* (LA No. 23STCV07581) (\$325,000 for 266
21 class members); *Sanchez v. Anodizing Indus., Inc.* (LA No. 21STCV30722) (\$260,000 for 71 class
22 members); *Sanchez v. M & G Jewelers, Inc.* (San Bernardino No. CIVSB2124508) (\$495,000 for 400
23 class members); *Stanley Black & Decker Wage and Hour Cases* (San Bernardino No. JCCP5218)
24 (\$3,500,000 for 1,922 class members) (\$3,513,906.42 for 1,922 class members); *Tapia v. Sierra Forest*
25 *Products* (Tulare No. VCU288833) (\$550,000 for 400 class members); *Thong v. Outlook Resources,*
26 *Inc.* (LA No. 19STCV44400) (\$3,250,000 for approx. 1,542 class members); *Valdez v. Heat Make Sense,*
27 *Inc.* (Sacramento No. 34-2021-00296194) (\$120,000 for 13 class members); *Viruete v. Orange*
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1 *Treeidence OPCO, LLC* (Riverside No. CVRI2201128) (\$300,000 for 538 class members); *Wallick v.*
2 *Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (\$950,000 for 435
3 class members); *Williams v. Hodo, Inc.* (Alameda No. 21CV000132) (\$550,000 for approx. 617 class
4 members); *Williams v. Precision Tube Bending* (LA No. 21STCV46806) (\$175,000 for approx. 135
5 aggrieved employees); *Williamson v. Strata Skin Sciences, Inc.* (San Diego No. 37-2022-00010879)
6 (\$125,000 for 40 class members); *Wilshinsky v. Southern California Health & Rehabilitation Program*
7 (Los Angeles No. 23STCV07577) (\$305,549 for approx. 396 class members); *Zaragoza v. The Roman*
8 *Catholic Bishop of Fresno* (Merced No. 22CV-00282) (\$1,500,000 for 962 class members); *Zhou v.*
9 *Cisco Systems, Inc.* (Santa Clara No. 22CV396821) (\$1,925,000 for 5,840 class members); and *Zubia*
10 *et al. v. Procter & Gamble Distributing LLC* (LA No. 20STCV44506) (\$4,090,388.51 for 1,326 class
11 members).

12 CLASS COUNSEL’S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

13 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

14 69. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to
15 one-third of the Gross Settlement Amount (i.e., no less than \$98,333.33, subject to potential increase
16 under the escalator clause) and litigation costs up to \$35,000.00. (Settlement, ¶ 3.2.2.) The proposed
17 award of attorneys' fees can be justified under either the lodestar method or the percentage/common-
18 fund recovery method. However, we base the proposed fees award on the percentage method, as many
19 of the entries in the time records will have to be redacted to preserve attorney-client and attorney work
20 product privileges.

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

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

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

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

19 74. As of the drafting of this motion, my office has incurred \$12,399.44 in expenses litigating
20 this action, and we anticipate accruing additional costs up to final approval. These expenses were
21 reasonably necessary to the litigation and were actually incurred by my office. Moreover, because total
22 litigation costs are below the maximum amount allowed under the Settlement, the difference will be
23 allocated to the Net Settlement Amount. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in
24 full.

25 75. My office invested significant time and resources into the case, with payment deferred to
26 the end of the case, and then, of course, contingent on the outcome. My office's efforts have included,
27 and will include following preliminary and final approval, without limitation, the following:
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- (a) Numerous interviews with Plaintiff and review of documents provided by him;
- (b) Legal research and investigation regarding Defendant's business and employment practices at numerous points in the litigation;
- (c) Preparation and submission of Plaintiff's PAGA notice;
- (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint and subsequent first amended complaint;
- (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel regarding mediation and to obtain relevant documents and information through informal discovery;
- (f) Research and preparation of Plaintiff's mediation brief;
- (g) Analysis of the discovery production and preparation of a damages model with the aid of a statistics expert;
- (h) Attendance and active participation at a full day of mediation;
- (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- (j) Preparation of the motion for preliminary approval and the accompanying filings;
- (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;
- (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;
- (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and
- (o) Anticipated responding to Class Member inquiries and communicating with Plaintiff regarding the case.

76. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* \$295,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am

1 informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order
2 violations alleged in the Operative Complaint would have gone completely unremedied.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct. Executed on July 24, 2026, at Los Angeles, California.

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Kane Moon
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