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Attorneys for Plaintiff Miguel A. Flores

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MIGUEL A. FLORES, individually, and on behalf of all others similarly situated, Plaintiff, vs. CONTINENTAL FORGE COMPANY, LLC, a limited liability company; and DOES 1 through 10, inclusive, Defendants	Case No.: 23STCV07200 <u>CLASS AND REPRESENTATIVE ACTION</u> [*Assigned to Hon. Theresa M. Traber, Dept. 1*] **SUPPLEMENTAL DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** [*Filed with [Proposed] Preliminary Approval Order*] Action Filed: April 3, 2023 Trial Date: Not set

SUPPLEMENTAL DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Miguel A. Flores ("Plaintiff") and the putative Class. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

2. On August 21, 2025, Plaintiff filed the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Moon Decl.").

3. On February 2, 2026, the Court directed the parties to address certain concerns in order for the Court to grant preliminary approval of the class action and PAGA settlement. In response to the Court's directive, Plaintiff and Defendant Continental Forge Company, LLL ("Defendant") (together with Plaintiff, the "Parties") have entered into the First Amended Class Action and PAGA Settlement Agreement (the "Settlement"). A true and correct copy of the Settlement is attached hereto as **Exhibit 1**. A true and correct copy of the redlined version of the Settlement showing the changes made is attached hereto as **Exhibit 2**. The Parties also updated the Class Notice to reflect the changes in the Settlement. A true and correct copy of the Class Notice is attached to the Settlement as Exhibit A. A true and correct copy of the redlined version of the Class Notice showing the changes made is attached hereto as **Exhibit 3**. Plaintiff's Counsel submitted the Settlement to the California Labor and Workforce Development Agency (the "LWDA"). A true a correct copy of the email confirmation from the LWDA is attached hereto as **Exhibit 4**. A revised Proposed Order reflecting the changes to the Settlement is being filed concurrently with this instant declaration. A true and correct copy of the redlined Proposed Order showing the changes made is attached hereto as **Exhibit 5**.

4. The Court's concerns are also addressed herein:

(a) Why is it fair that Counsel will be entitled to a share of attorney fees of the total GSA of $392,500, inclusive of the $92,500.00 amount credited to Defendant based on payments it made to certain class members who signed individual releases? It appears that Defendant paid 95 class members [136-41=95] at an average of $973.68 each [$92,500/95]. Counsel appears to be requesting that 41 class members bear the brunt of attorney fees Counsel believes it is owed, based on payments that the other 95 class members received directly from Defendant.

Why should the court not consider limiting counsel's recovery to 1/3 of this "true" common fund of $300,000, i.e. $100,000?

(i) The $392,500 figure represents the total monetary value conferred upon the Class as a direct result of this litigation. The $92,500 paid to 95 Class Members was not a voluntary or unrelated payment by Defendant; it was made after this action was filed and in response to the claims asserted in this case. Those payments resolved the same wage and hour claims alleged in the operative complaint. Accordingly, they are properly considered part of the total Class wide recovery achieved through Plaintiff's Counsel's efforts.

(ii) Under California's catalyst doctrine, attorney's fees are warranted where litigation is a substantial factor in motivating the defendant to provide the relief obtained. (*See Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 560; *Tipton-Whittingham v. City of Los Angeles* (2004) 34 Cal.4th 604.) The relevant inquiry is whether the lawsuit caused the benefit in general. Here, the $92,500 paid to the 95 Class Members was a direct product of this case. To exclude those amounts from the fee calculation would ignore the tangible relief secured as a result of the litigation.

(iii) The settlement does not unfairly shift the burden of fees to the remaining 41 Class Members. The 95 individuals who signed individual releases already received compensation for their claims. The remaining 41 individuals did not. The Gross Settlement Amount reflects the total value negotiated to resolve the Class claims as a whole. Limiting fees to 1/3 of $300,000 would effectively penalize Plaintiff's Counsel for successfully prompting early payments to a portion of the Class and would artificially discount the full recovery obtained.

(iv) Courts routinely assess percentage-of-the-fund fees based on the total value conferred, not merely the portion distributed through an administrator. The $392,500 figure reflects the full economic benefit achieved through Plaintiff's Counsel's efforts and is therefore the appropriate benchmark for evaluating the requested 1/3 fee.

(v) Moreover, the requested fee remains reasonable under a lodestar cross-check and reflects a modest multiplier in light of the risks undertaken, the contingency nature of the representation, and the favorable result obtained. The Settlement provided concrete monetary relief to 136 Class Members and avoided further litigation risks and costs.

(vi) In short, the $92,500 is not an artificial inflation of the common fund; it is part of the concrete monetary relief this litigation caused Defendant to provide. Plaintiff's Counsel's request for 1/3 of the $392,500 Gross Settlement Amount is fair, reasonable, and consistent with California authority governing common fund and catalyst-based recoveries.

(b) Although Counsel's declaration states that only 41 Class Members are entitled to Individual Class Payments, there does not appear to be any limiting language in the settlement to this effect. Counsel should confirm whether such language is present, or alternatively, how it will guarantee such outcome.

(i) The Settlement now includes the following limiting language: "any Settlement Class Member who previously executed an individual release and received compensation in resolution of their individual claims shall have their Individual Class Payment reduced by the amount previously paid. Where the amount previously paid equals or exceeds the Settlement Class Member's allocated share, that Settlement Class Member shall receive no Individual Class Payment from the Settlement and shall be deemed to have a zero-dollar allocation." (Settlement, ¶ 3.2.6.2.)

(c) Wage and hour Class Members should not release claims for penalties under the PAGA within the Class release language. The Class release is overbroad where it includes the release of "civil penalties," a term that is vague enough to potentially encompass claims for PAGA penalties. This could be modified to say, "non-PAGA penalties."

(i) The Parties revised the Release by Participating Class Members to remove reference to "civil penalties" and claims for penalties under the PAGA. (*See* Settlement, ¶ 5.2.) The Proposed Order has been updated accordingly. (*See* Proposed Order, ¶ 6.b.) The

Class Notice has also been updated accordingly. (*See* Exhibit 3 Redlined Class Notice, § 3.9, p. 5-6.)

(d) No escalator clause should provide Defendant with the option to modify the end date of the Class or PAGA Periods to occur on the date in which a certain number of Workweeks is reached, instead of the current Class or PAGA Period end dates. Any uncertainty regarding the Class/PAGA Period end dates must be resolved, and finalized end dates must be specifically stated in the Settlement Agreement and Notice, before preliminary approval can be granted.

(i) The escalator clause has removed the option for Defendant to modify the end date of the Class and PAGA Periods. (*See* Settlement, ¶ 8.) The end date of the Class Period and PAGA Period will be the date that the Court grants preliminary approval of the Settlement. (*See id.* at ¶¶ 1.12, 1.30; Exhibit 3 Redlined Class Notice, p. 1.)

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

Executed on February 23, 2026, at Los Angeles, California.

Kane Moon