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

MORSE THOMPSON, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

RC USA HOLDINGS, LTD.; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 30-2023-01316096-CU-OE-CXC

[Hon. Melissa McCormick, Dept CX105]

CLASS ACTION

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

[Declaration of Sean Hartranft; Declaration of
Jeffrey T. Green; and [Proposed] Order filed
concurrently herewith]

Hearing Date: March 12, 2026
Hearing Time: 2:00 p.m.
Hearing Place: Department CX105

Complaint Filed: March 29, 2023
FAC Filed: July 13, 2023
Trial Date: None Set

RESERVATION ID: 74579437

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I, **KANE MOON**, hereby declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California. I am the attorney of record for Plaintiff Morse Thompson (“Plaintiff”) and the Class in the instant action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. On September 4, 2025, the Court issued a ruling requiring the Parties to revise the Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement”), Class Notice, and Proposed Order and address certain issues identified by the Court. A true and correct copy of the fully executed Amendment to the Settlement (the “Amendment”) is attached hereto as **Exhibit 1**. Plaintiff’s Counsel have submitted the Amendment and this declaration to the California Labor and Workforce Development Agency (the “LWDA”). A true and correct copy of the email from the LWDA confirming the submission is attached hereto as **Exhibit 2**. A true and correct copy of the revised Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval (“Notice”) with the Objection Form and Exclusion Form, in English and Spanish, is attached hereto as **Exhibit 3**. A true and correct copy of the redlined version of the Settlement and Notice showing the changes made by the Amendment to the Settlement and to the Notice is attached hereto as **Exhibit 4**. A true and correct copy of Plaintiff’s Counsel’s costs to date, including the invoice from Plaintiff’s data expert, is attached hereto as **Exhibit 5**. A true and correct copy of Plaintiff’s PAGA notice letter that was provided to Defendant and the LWDA is attached hereto as **Exhibit 6**. A revised Proposed Order is filed concurrently herewith. A true and correct copy of the redlined Proposed Order showing the changes made to the Proposed Order is attached hereto as **Exhibit 7** (“Redlined Proposed Order”). The Declaration of Sean Hartranft on Behalf of Apex Class Action Administration (“Hartranft Decl.”) is filed concurrently herewith. The Declaration of Jeffrey T. Green (“Green Decl.”) is also filed concurrently herewith.

3. The issues identified by the Court are also addressed below. The left column of the table provides a verbatim duplication of the issue identified by the Court, and the right column provides supplemental briefing on the issue.

ISSUES	RESPONSE
[1] Were the motion papers served on the LWDA? The proof of service (ROA 90) does not include the LWDA. Plaintiff must file with the court a proof of service identifying the specific documents served on the LWDA, when plaintiff served the documents and how service was effected.	The motion papers have been served on the LWDA. The instant declaration and its exhibits, Hartranft Decl., Green Decl., and Proposed Order have also been served on the LWDA. The Proof of Service identifying the specific documents served on the LWDA and when and how service was effected is filed concurrently herewith.
<i>As to the Settlement:</i> [2] The parties should provide the estimated high and low individual payments to class members, and the estimated high, low and average individual PAGA payments.	The Net Settlement Amount available for settlement payments is estimated to be \$133,500.00 for an estimated Class size of 413 individuals. (Declaration of Kane Moon, ROA 93, [“Moon Decl.”] ¶ 27.) As a result, it is estimated each Participating Class Member is eligible to receive an average benefit of approximately \$323.24 prior to tax withholdings on the wage portion of payments (\$133,500 / 413). (<i>Id.</i>) There are an estimated 6,930 Workweeks in the Class Period. (<i>See</i> Settlement, ¶ 4.1.) Based on 6,930 Workweeks, the average Workweek value is estimated to be \$19.26 (\$133,500 / 6,930) (\$19.26 Workweek value x 1 Workweek). Assuming a Class Member worked one Workweek, the estimated lowest Individual Class Payment is \$19.26. The Class Period is March 29, 2019 to June 14, 2025. (<i>Id.</i> at ¶ 1.12.) There are approximately 324 weeks in the Class Period. Assuming a Class Member

worked for the entire duration of the Class Period, **the estimated highest Individual Class Payment is \$6,240.24** (\$19.26 Workweek value x 324 Workweeks).

Additionally, the Settlement provides \$3,750.00 (25% of \$15,000.00) to Aggrieved Employees. (Settlement, ¶ 1.34.) Based on an estimated 5 Aggrieved Employees, the **average Individual PAGA Payment is estimated to be \$750.00** (\$3,750 / 5). Based on an estimated 83 PAGA Pay Periods during the PAGA Period, the average PAGA Pay Period value is \$45.18 (\$3,750 / 83). Assuming an Aggrieved Employee worked one PAGA Pay Period, the lowest Individual PAGA Payment is estimated to be \$45.18 (\$45.18 average PAGA Pay Period value x 1 PAGA Pay Period). The PAGA Period is March 29, 2022 to June 14, 2025. (*Id.* at ¶ 1.3.) There are approximately 84 biweekly pay periods in the PAGA Period. However, there are only an estimated 83 PAGA Pay Periods, so it is estimated that an Aggrieved Employee did not work for the entire duration of the PAGA Period. Assuming an Aggrieved Employee worked for 79 PAGA Pay Periods, the most an Aggrieved Employee could work (83 PAGA Pay Periods less 4 PAGA Pay Periods worked by the other 4 Aggrieved Employees, assuming the other four only worked 1 PAGA Period each), the highest Aggrieved Employee

1		Payment is estimated to be \$3,569.22 (\$45.18
2		average PAGA Pay Period value x 79 PAGA
3		Pay Periods).
4		Accurate estimates of the high, low, and
5		average payments will be provided to the Court
6		in Plaintiff's Motion for Final Approval after
7		the Administrator has processed the Class Data
8		and will be provided to the Court in a motion
9		for final approval.
10	[3] The parties should provide plaintiff's	Plaintiff worked for Defendant for
11	anticipated total compensation to be received	approximately 100 weeks from the beginning
12	(including for any individual claims and	date of the Class Period March 29, 2019 to
13	excluding any enhancement payment).	February 2021 (when he stopped working for
14		Defendant). As a result, Plaintiff's Individual
15		Class Payment is estimated to be \$1,926.00
16		(\$19.26 Workweek value x 100 Workweeks).
17		Plaintiff is not expected to receive an
18		Individual PAGA Payment because Plaintiff
19		stopped working for Defendant in February
20		2021 and the PAGA Period begins on March
21		29, 2022. Plaintiff will provide more accurate
22		estimates to the Court in Plaintiff's Motion for
23		Final Approval.
24		Plaintiff is not receiving any payment from
25		Defendant separate from the Settlement.
26	[4] The "Release Parties" provision in	The Parties have removed "attorneys,
27	paragraph 1.41 is overbroad. It includes	insurers," and "affiliates" from the Released
28	several unidentified, ambiguous, and/or	Parties definition. (Amendment, ¶ 1.41.)
	unrelated third parties such as "attorneys,	

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	insurers,” “affiliates,” and unspecified entities “for the claims of the employees under an alleged joint employment with RCUSA.” In addition, why should nonparties RC USA Holdings, LTD., RCUSA Holdings, LLC, Rove Concepts, DX Supply Chain, and New Vision Staffing, LLC be included as released parties?	The Parties agreed that the entites listed should remain as Released Parties. While RCUSA Holdings, LLC is the proper California entity, RC USA Holdings, LTD and DX Supply Chain (which had issued a number of checks to Class Members within the Class Period), were the entities initially sued and remained on the pleadings after the DOE amendment. DX Supply Chain was a previous entity before RCUSA Holdings, LLC was established and Rove Concepts is the DBA. Additionally, Plaintiff had brought a theory of joint liability between RCUSA Holdings, LLC and New Vision Staffing, LLC, which is a third-party staffing agency that staffed a portion of Class Members during a portion of the Class Period. As a result, these entities should be included to the extent that those Class Members were staffed by New Vision Staffing and worked for RCUSA Holdings, Inc. Employees who were staffed through New Vision Staffing, LLC and worked for Defendant are also releasing their claims. (<i>See</i> Green Decl. ¶¶ 3-8.)
22 23	[5] The Response Deadline in paragraph 1.43 should include disputes.	Paragraph 1.43 has been revised to include disputes. (Amendment, ¶ 1.43.)
24 25 26	[6] In paragraph 5, “Aggrieved Employees” should be inserted after “Class Members” and before “and Class Counsel.”	“Aggrieved Employees” has been inserted accordingly to paragraph 5. (Amendment, ¶ 5.)
27 28	[7] The “Release by Participating Class Members” provision in paragraph 5.2 is	The Release by Participating Class Members has been revised accordingly in paragraph 5.2.

1 2 3 4 5 6	overbroad. The release of the class members' claims must be fairly tailored to the claims that were or reasonably could have been asserted in the operative complaint. The phrase "and ascertained in the course of the Action" should be removed.	(Amendment, ¶ 5.2.)
7 8 9 10 11 12 13 14	[8] The "Release by Aggrieved Employees" provision in paragraph 5.3 is overbroad. Releases for aggrieved employees other than plaintiffs should not release more than the civil penalties available under PAGA based on the facts alleged in the operative complaint and the notice letter to the LWDA. The phrase "and ascertained in the course of the Action" should be removed.	The Release by Aggrieved Employees has been revised accordingly in paragraph 5.3. (Amendment, ¶ 5.3.)
15 16 17 18 19 20 21 22 23 24 25 26	[9] The last two sentences of paragraph 7.6 should be revised to state: (i) the parties shall file with the court all disputes submitted by class members, the evidence submitted, and the resolution of the disputes, and (ii) although the settlement administrator may make the initial decision regarding claim disputes, the court may review any decision made by the settlement administrator regarding a claim dispute. Paragraph 7.8.4 should be revised accordingly, as should section 3(8) of the notice and the last sentence of section 4 of the notice.	Paragraphs 7.6 and 7.8.4 of the Settlement have been revised accordingly. (Amendment, ¶¶ 7.6, 7.8.4.) Section 3(8) and the last sentence of section 4 of the Notice have also been revised accordingly. (Notice, §§ 3(8), 4.)
27 28	[10] While the court will not determine the amount of attorneys' fees to be awarded until	Plaintiff's Counsel submits to attorneys' fees equal to 30% of the Gross Settlement Amount.

1	final approval, the court is unlikely to approve	The Proposed Order and Notice have been
2	attorneys' fees in excess of 30% of the gross	revised accordingly. (Proposed Order, ¶ 7;
3	settlement amount absent unique	Notice, § 3(2)(A).)
4	circumstances. Plaintiff's counsel should	
5	address in the supplemental filing whether	
6	any such unique circumstances exist here.	
7	[11] Plaintiff's counsel seeks costs not to	A list of itemized costs is attached as Exhibit
8	exceed \$15,500. Plaintiff's counsel should	5. Plaintiff's Counsel have incurred
9	submit a list of itemized costs incurred to date.	\$13,374.68 in costs as of the date of this filing
10	Nonrecoverable items such as postage,	and expects to incur not more than \$500 for
11	mailing and legal research charges should not	reasonable filing and service fees. (Exhibit 5.)
12	be included.	
13	[12] While the court will not determine the	Plaintiff submits to an enhancement award of
14	amount of any enhancement award to be paid	\$5,000.00. The Proposed Order and Notice
15	to plaintiff until final approval, the court is	have been revised accordingly. (Proposed
16	unlikely to approve an enhancement award in	Order, ¶ 7; Notice, § 3(2)(B).)
17	excess of \$5,000 absent unique	
18	circumstances. Plaintiff should address in the	
19	supplemental filing whether any such unique	
20	circumstances exist here.	
21	[13] Plaintiff should describe the settlement	The Hartranft Declaration filed concurrently
22	administrator's experience (including	herewith describes the administrator's
23	evidence that the settlement administrator has	experience and includes a copy of the
24	procedures in place to protect the security of	administrator's bid of \$8,500, attached as
25	class data, and sufficient insurance in the	Exhibit B.
26	event of a data breach or mishandling of the	
27	settlement funds), and provide a copy of the	
28	settlement administrator's bid.	
	[14] The parties (including defendant) should	After making reasonable inquiry, Plaintiff and

1 2 3 4 5 6 7 8 9 10	advise, in declarations filed with the court, whether, after making reasonable inquiry, they are aware of any class, representative or other collective action in any court that asserts claims similar to those asserted in this action. If any such actions are known to exist, the declarations shall also state the name and case number of any such case and the procedural status of that case, and describe the impact of the settlement on that case.	Plaintiff's Counsel are not aware of any class, representative or other collective action in any court that asserts claims similar to those asserted in this action. The Green Decl. filed concurrently herewith provides Defendant's Counsel is not aware of any class, representative or other collective action in any court that asserts claims similar to those asserted in this action after making reasonably inquiry. (Green Decl., ¶ 9.)
11 12	[15] A copy of the notice letter(s) to the LWDA should be filed with the court.	A copy of the notice letter is attached to this instant declaration as Exhibit 6.
13 14 15 16	<i>As to the Notice:</i> [16] The notice should be revised consistent with the above	 The Notice has been revised consistent with the issues above. (See Notice.)
17 18 19 20	[17] The title of the notice and throughout should include "and PAGA" after "class" and before "settlement."	The title of the Notice and references to the title throughout have been updated to include "and PAGA" after "Class" and before "Settlement." (See Notice.)
21 22 23 24 25 26 27	[18] In the fourth paragraph on page 1 of the notice, the second "workweeks" should be changed to "pay periods," and "and/or pay periods" should be inserted after "workweeks" in the second sentence of the same paragraph. See Settlement Agreement ¶ 3.2.5.1	The Notice has been revised accordingly. (Notice, p. 1.)
28	[19] The fifth sentence of the fifth paragraph on page 1 of the notice should be removed.	The Notice has been revised accordingly.

1		(Notice, p. 1.)
2	[20] In section 1 on page 4 of the notice, the	“Strongly” has been removed accordingly.
3	word “strongly” should be removed.	(Notice, § 1.)
4		
5	[21] In section 2 on page 4 of the notice, the	“Lengthy” and “strongly” have been removed
6	word “lengthy” should be removed in the	accordingly. (Notice, § 2.)
7	first paragraph and the word “strongly”	
8	should be removed in the second paragraph.	
9	[22] The notice should advise the aggrieved	The Notice has been revised accordingly.
10	employees that they will be bound by the	(Notice, § 3(5).)
11	PAGA release even if they do not cash their	
12	checks.	
13	[23] The court prefers that the notice be	A separate exclusion form and a separate
14	accompanied by a separate exclusion form	objection form are attached to the Notice and
15	and separate objection form. The settlement	are referenced in the Notice. (Notice, §§ 6-7,
16	agreement and notice should be revised	Exs. A-B.) The Settlement also references the
17	accordingly.	separate forms. (Amendment, ¶ 7.4.2.)
18		
19	[24] The Participating Class Members’	The Participating Class Members’ Release has
20	Release is stated twice (in different terms) in	been revised to mirror the release in the
21	section 3(9) of the notice. It should only be	Amendment. (Notice, § 3(9).)
22	stated once, and it should mirror the release	
23	in the settlement agreement, which must in	
24	any event be revised as stated above.	
25	[25] The Aggrieved Employees’ Release is	The Aggrieved Employees’ Release has been
26	stated twice (in different terms) in section	revised to mirror the release in the
27	3(10) of the notice. It should only be stated	Amendment. (Notice, § 3(10).)
28	once, and it should mirror the release in the	
	settlement agreement, which must in any	
	event be revised as stated above	
	[26] The second sentence of the first	This sentence has been removed accordingly.
	paragraph of section 7 of the notice should	(Notice, § 7.)
	be removed.	
	[27] The phrase starting with “for example”	This phrase has been removed accordingly.
	in the first sentence of the second paragraph	(Notice, § 7.)
	of section 7 should be removed.	
	[28] The court department (CX105) should	The Court department has been updated to
	be updated in section 8 of the notice.	CX105. (Notice, § 8.)
	[29] The second-to-last sentence in the first	This sentence has been removed accordingly.

1	paragraph of section 8 should be removed.	(Notice, § 8.)
2		
3	[30] Section 9 should state that the	This information has been added to Section 9.
4	settlement administrator will post all key	(Notice § 9.)
5	documents on its website, including the	
6	operative complaint, the settlement	
7	agreement and any amendments, the class	
8	notice and any included forms, the orders	
9	granting preliminary and final approval, and	
10	the judgment. The judgment should be	
11	posted for at least 180 days.	
12		
13	[31] Does the notice need to be translated	The Notice, Objection Form, and Request for
14	into any languages other than English? If so,	Exclusion Form will be translated into
15	a certified copy of the translated notice	Spanish. The Notice, Objection Form, and
16	should be attached as an exhibit to the	Request for Exclusion Form are attached to the
17	proposed order	Proposed Order as an exhibit in English, with
18		a certified translation in Spanish. (Proposed
19		Order, Ex. B.)
20		
21	[32] The statement in section 9 regarding not	The Notice has been revised accordingly.
22	telephoning the court for information about	(Notice, § 11.)
23	the settlement should be moved to the end of	
24	the notice and should state: “ DO NOT	
25	CONTACT THE COURT FOR	
26	INFORMATION ABOUT THE	
27	SETTLEMENT.”	
28	<i>As to the Proposed Order</i>	
	[33] The proposed order should be revised	The Proposed Order has been revised
	consistent with the above.	consistent with the above. (See Proposed
		Order.)
	[34] Counsel’s information should be	Counsel’s information has been removed from
	removed from the caption page.	the caption page. (Proposed Order, caption
		page.)
	[35] Paragraph 1 should include the court’s	Paragraph 1 has been updated accordingly.
	preliminary findings that the settlement is fair,	(Proposed Order, ¶ 1.)
	adequate and reasonable, and in the best	

1	interests of the class members. Paragraph 3	
2	should accordingly be removed.	Paragraph 3 has been removed. (<i>See</i> Redlined
3		Proposed Order.)
4		
5	[36] In paragraphs 4 and 6 the word	Paragraphs 4 and 6 (now paragraphs 3 and 4)
6	“conditionally” should be replaced with	have been updated accordingly. (Proposed
7	“preliminarily.”	Order, ¶¶ 3-4.)
8	[37] Paragraphs 5, 7, 8 and 10 should be	Paragraphs 5, 7, 8, and 10 have been removed.
9	removed.	(<i>See</i> Redlined Proposed Order.)
10		
11	[38] In paragraph 9, the word “preliminarily”	Paragraph 9, now paragraph 5, has been
12	should be inserted before “confirms.”	updated accordingly. (Proposed Order, ¶ 5.)
13	[39] The following paragraph should be	This paragraph has been added to the Proposed
14	added to the proposed order: “The court	Order. (Proposed Order, ¶ 6.)
15	orders the parties and the settlement	
16	administrator to carry out their duties and	
17	obligations in accordance with terms of the	
18	settlement agreement.”	
19	[40] Paragraph 11 should state the gross	Paragraph 11, now paragraph 7, has been
20	settlement amount, the PAGA allocation, and	revised accordingly. (Proposed Order, ¶ 7.)
21	the not-to-exceed amounts for plaintiff’s	
22	enhancement award, attorneys’ fees, litigation	
23	costs and settlement administration costs.	
24	[41] The third and fourth sentences of	These sentences are now their own paragraph.
25	paragraph 11 (starting at the end of line 17)	(Proposed Order, ¶ 8.)
26	should be their own paragraph.	
27	[42] The settlement agreement and any	Paragraph 12, now paragraph 9, has been
28	amendments thereto and the class notice	revised accordingly. The Settlement
	packet (in all languages) should be attached to	Agreement is attached the Proposed Order as
	the proposed order as exhibits. Paragraph 12	Exhibit A. (Proposed Order, ¶ 2.) The Notice,
	should be revised accordingly.	Request for Exclusion Form, and the Objection

	Form are attached to the Proposed Order in English and Spanish. (<i>Id.</i> at ¶ 9.)
[43] The proposed order should include a provision the court will retain jurisdiction to enforce the settlement pursuant to Civil Procedure Code section 664.6.	This provision has been added to the Proposed Order. (Proposed Order, ¶ 12.)
[44] The parties should propose a date for the final approval hearing. The court holds final approval hearings on Thursdays at 2:00 p.m. The motion for final approval should be filed and served at least 16 court days before the final approval hearing.	The Parties propose July 16, 2026 at 2:00 p.m. This date has been added to the Proposed Order. (Proposed Order, ¶ 13.)

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed on this February 27, 2026, at Los Angeles, California.


Kane Moon