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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALYSSA NICOLE CRUZ, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

UNITED TALENT AGENCY, LLC; and DOES 1 through 10, inclusive,

Defendants

Case No.: 25STCV30710

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 Lisa Mullins, and [Proposed] Preliminary Approval Order*]

PRELIMINARY APPROVAL HEARING:
Date: January 7, 2027
Time: 10:00 a.m.
Dept.: 15
Judge: Hon. Timothy Patrick Dillon

Action Filed: October 20, 2025
FAC Filed: December 23, 2025
SAC Filed: September 14, 2026
Trial Date: Not set

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Alyssa Nicole Cruz ("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 who worked for Defendant United Talent Agency, LLC ("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 is a talent agency, with offices in Beverly Hills and outside California. Defendant employed Plaintiff and other non-exempt, hourly-paid employees during the Class Period. Plaintiff contends she and her coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

4. Plaintiff's claims for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiff and others for off-the-clock work, including responding to work-related calls, texts, and emails outside their recorded working hours and performing work during unpaid meal periods. Plaintiff also alleges Defendant failed to incorporate nondiscretionary bonuses and other remuneration when calculating overtime, sick pay, and meal period premium wages. 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 use their personal cellphones and incurred transportation costs for work purposes, without full reimbursement from Defendant. Plaintiff also alleges Defendant failed to pay the required premium wages when employees worked seven consecutive days in a workweek. Finally, Plaintiff brings derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

5. Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff filed a class action on October 20, 2025, which alleges Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business practices.

6. Pursuant to PAGA, on October 18, 2025, Plaintiff gave written notice to the California Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code violations and paid the required filing fee. The administrative exhaustion period elapsed without notice from the LWDA of its intent to investigate the alleged violations. On December 23, 2025, Plaintiff timely filed a First Amended Class and Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA. In compliance with Labor Code section 2699(s)(1), on January 2, 2026, Plaintiff submitted to the LWDA a conformed copy of the First Amended Complaint containing the Court-assigned case number. On July 9, 2026, Plaintiff submitted an amended PAGA Notice to the LWDA, with certified mail service on Defendant, adding allegations concerning Defendant's failure to provide at least one day of rest in seven days and failure to pay the required premium wages for work performed on the seventh consecutive day in a workweek. True and correct copies of Plaintiff's original and amended PAGA Notices are attached hereto collectively as **Exhibit 2**. On September 14, 2026, Plaintiff filed a Second Amended Class and Representative Action Complaint (the "Operative Complaint"), adding a tenth cause of action for failure to pay premium pay when employees are not provided with at least one day of rest in seven days.

7. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims and causes of action alleged in the Action. Defendant contends that it complied with all relevant wage and hour laws during the relevant time period. Defendant asserts, among other defenses, that it properly paid all minimum, overtime, and sick pay wages owed at the proper rate, afforded Plaintiffs and putative class members the opportunity to take required meal and rest breaks, maintained compliant meal and rest period policies, paid meal and rest period premiums, when warranted, at the proper rate, reimbursed all necessary business expenses, provided compliant wage statements, maintained compliant seventh day of rest policies and practices, and timely paid all wages earned. Defendant further denies that, for any purpose other than settling the Action, the Action is appropriate for class or representative treatment.

DISCOVERY AND INVESTIGATION

8. The Parties agreed to mediate this action with Monique Ngo-Bonnici, Esq., an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to an informal exchange of documents and information before mediation. Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the claims asserted in this action. Defendant produced a sample of time and pay records for the relevant non-exempt employee population, Plaintiff's personnel records and time and pay records, and excerpts of Defendant's Employee Handbook. Defendant also provided information regarding the estimated number of current and formerly employed non-exempt employees and PAGA Pay Periods.

9. In preparation for mediation, Class Counsel reviewed and analyzed all the information Defendant provided, including the sample records and documents regarding Defendant's wage-and-hour policies. Class Counsel retained a statistics expert to analyze the sample records and prepare an exposure analysis prior to the mediation. The sample timekeeping records analyzed contained 28,177 actual shifts worked by 151 employees, representing approximately 19.4% of the Class. The sample data was statistically significant and allowed Plaintiff's expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual investigation, Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Class Counsel

was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for the claims then at issue. Thus, Plaintiff's and her Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

10. On May 29, 2026, the Parties participated in private mediation with Monique Ngo-Bonnici, Esq. The negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After a full discussion regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses and with the assistance of the mediator, the Parties reached a resolution, the material terms of which were memorialized in a Memorandum of Understanding and thereafter in the Settlement.

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

KEY TERMS OF SETTLEMENT

12. GSA and Funding: The Gross Settlement Amount ("GSA") is $560,000.00 and is non-reversionary. (Settlement, ¶¶ 1.21, 3.1.) Defendant will separately pay its employer-share of payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id*.) Defendant will fully fund the GSA, together with its employer-share of payroll taxes, within thirty (30) calendar days of entry of the Court's Final Approval Order by transmitting the funds into a Qualified Settlement Fund established and maintained by the Administrator. (*Id*. at ¶ 4.3.)

13. Escalator Clause: The Settlement provides an escalator clause based on estimates of 18,113 aggregate PAGA Pay Periods and 36,226 Workweeks worked between October 18, 2024, and May 29, 2026. Should the actual number of PAGA Pay Periods or Workweeks during the PAGA Period or Class

Period increase beyond ten percent (10%) of those estimates, i.e., more than 19,924.3 PAGA Pay Periods or 39,848.6 Workweeks, Defendant, in its sole discretion, agrees either to increase the GSA proportionally by the percentage increase above the ten percent (10%) cushion or to end the Class and PAGA Periods as of the date the escalator is triggered. For example, if Workweeks increase by 11%, the GSA will increase by 1%. Defendant agrees to resolve the escalator and inform Class Counsel of its election at least fourteen (14) calendar days before the preliminary approval hearing. (*Id*. at ¶ 8.)

14. Class Representative Enhancement Award: The Settlement includes an award of up to $5,000.00 payable from the GSA, subject to the Court's approval, to Plaintiff as the Class Representative, in addition to the Individual Class and PAGA Payments she is eligible to receive. (*Id*. at ¶¶ 1.14, 3.2.1.) This award recognizes her initiation of the Action, services provided in support of the litigation, and the risks inherent in serving as the named Plaintiff. (*Id*.) In the event the award finally approved is less than requested, the difference will be allocated to the Net Settlement Amount. (*Id*. at ¶ 3.2.1.)

15. Class Counsel Fees and Litigation Costs Payments: The Settlement permits a fee application of not more than thirty-five percent (35%) of the GSA, currently $196,000.00 and subject to potential increase under the Escalator Clause, plus reimbursement of actual and verified litigation costs not to exceed $25,000.00, payable to Class Counsel from the GSA. (*Id*. at ¶ 3.2.2.) In the event the amounts finally approved are less than requested, the difference will be allocated to the Net Settlement Amount. (*Id*.) Moon Law Group, PC has incurred $25,540.99 in litigation costs. A true and correct copy of the report showing these costs is attached hereto as **Exhibit 4**.

16. Administration Expenses Payment: The Settlement provides an Administration Expenses Payment of $9,950.00, payable from the GSA and subject to the Court's approval, except for a showing of good cause. (*Id*. at ¶ 3.2.3.) In the event actual administration expenses are less and/or the amount approved by the Court is less than requested, the difference will be allocated to the Net Settlement Amount. (*Id*.) The Parties jointly selected ILYM Group, Inc. ("ILYM") as the neutral entity to administer this Settlement. (*Id*. at ¶¶ 1.2, 7.1.) A true and correct copy of ILYM's bid of $9,950.00 is attached hereto as **Exhibit 5**.

17. Allegedly Aggrieved Employees; PAGA Period: The Settlement defines "Alleged Aggrieved Employee" or "PAGA Group" as all current and former non-exempt, hourly-paid employees who worked for Defendant in California at any time during the PAGA Period. (*Id*. at ¶ 1.4.) For purposes of Settlement, the "PAGA Period" is October 18, 2024, through July 29, 2026. (*Id*. at ¶¶ 1.31, 8.)

18. PAGA Penalties; Individual PAGA Payments: The Settlement allocates $56,000.00 from the GSA for settlement of the Released PAGA Claims, which will be distributed 65% ($36,400.00) to the LWDA and 35% ($19,600.00) to Allegedly Aggrieved Employees pursuant to the PAGA law governing Plaintiff's claims. (*Id.* at ¶¶ 1.34, 3.2.5.) Each Allegedly Aggrieved Employee will be entitled to a pro rata share of the Aggrieved Employees' allocation directly proportional to the number of PAGA Pay Periods worked during the PAGA Period. (*Id*. at ¶ 3.2.5.1.) Using the estimated employee count and Settlement baseline Pay Periods, this results in an average Individual PAGA Payment of roughly **$25.16** for each of the estimated 779 Aggrieved Employees ($19,600 / 779), and a PAGA Pay Period value of roughly **$1.08** for each of the 18,113 estimated PAGA Pay Periods ($19,600 / 18,113).[1]

19. Net Settlement Amount: After deducting the Class Representative Enhancement Award, the Class Counsel Fees and Litigation Costs Payments, the PAGA Penalties allocation, and the Administration Expenses Payment from the GSA, the remainder will constitute the Net Settlement Amount for distribution to Participating Class Members. (*Id*. at ¶¶ 1.27, 3.2.) Any difference between the amounts requested and the amounts approved by the Court will be allocated to the Net Settlement Amount. (*Id*. at ¶¶ 3.2.1–3.2.3, 3.2.5.2.) Accordingly, based on the current GSA and the requested deductions, the estimated Net Settlement Amount is **$268,050.00** for an estimated Class of **779 individuals**.[2]

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[1] Actual individual payments will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data. (*Id.* at ¶¶ 4.2, 7.4.1–7.4.2.) The high and low range of payments will be provided to the Court in the motion for final approval.

[2] The Net Settlement Amount was calculated by deducting the following from the $560,000.00 GSA: $5,000.00 for the Class Representative Enhancement Award, $9,950.00 for the Administration Expenses Payment, $56,000.00 for PAGA Penalties, $196,000.00 for the Class Counsel Fees Payment, and $25,000.00 for the Class Counsel Litigation Costs Payment. (Settlement, ¶¶ 3.2.1–3.2.5.) This estimate assumes approval of those amounts and no increase under the Escalator Clause.

20. Class Members/Period: The Settlement Class is defined as all current and former non-exempt, hourly-paid employees who worked for Defendant in California at any time during the Class Period. (*Id*. at ¶ 1.5.) For purposes of Settlement, the "Class Period" is October 18, 2024, through July 29, 2026. (*Id*. at ¶¶ 1.12, 8.)

21. Individual Class Payments: Each Class Member who does not opt out will be entitled to a pro rata share of the Net Settlement Amount directly proportional to the number of Workweeks worked during the Class Period. (*Id*. at ¶ 3.2.4.) The estimated **$268,050.00** Net Settlement Amount results in an average Individual Class Payment of roughly **$344.09** for each of the estimated 779 Class Members ($268,050 / 779), and a Workweek value of roughly **$7.40** for each of the 36,226 estimated Workweeks ($268,050 / 36,226).[3] Amounts otherwise attributable to Non-Participating Class Members will remain in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (*Id*. at ¶ 3.2.4.2.)

22. Tax Allocations: Individual Class Payments will be allocated as 33% wages, reportable on IRS Forms W-2 and subject to applicable withholding, and 67% interest and penalties, reportable on IRS Forms 1099 and not subject to withholding. (*Id*. at ¶ 3.2.4.1.) Individual PAGA Payments will be allocated as 100% penalties, reportable on IRS Forms 1099 and not subject to withholding. (*Id*. at ¶ 3.2.5.1.)

23. Disbursement and Uncashed Funds: Disbursement will occur within fourteen (14) calendar days after Defendant fully funds the amounts owed under the Settlement. (*Id*. at ¶ 4.4.) Disbursement of the Class Counsel Fees and Litigation Costs Payments and the Class Representative Enhancement Award will not precede disbursement of Individual Class and PAGA Payments. (*Id*.) Class Members will not need to submit a claim form as a condition of receiving individual settlement payments. (*Id*. at ¶ 3.1.) Each check will state a Void Date that is not less than 180 days after mailing. (*Id*. at ¶ 4.4.1.) The Administrator will conduct address searches and re-mail returned checks as provided in the Settlement.

[3] At this time, the actual amounts payable to Class Members and/or Aggrieved Employees are unknown and will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data. (Settlement, ¶¶ 3.2.4, 3.2.5.1, 4.2.) The high and low individual payment amounts will be provided to the Court in the motion for final approval.

(*Id*. at ¶ 4.4.2.) Individual Class and PAGA Payments remaining uncashed after the Void Date will be transmitted to the California State Controller's Office to be held under the Unclaimed Property Law in the name of each individual who failed to timely cash the check, until claimed. (*Id*. at ¶ 4.4.3.)

24. Released Class Claims by Participating Class Members: The Settlement provides: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged in the Operative Complaint or that reasonably could have been alleged based on the facts stated therein, including but not limited to (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to indemnify necessary business expenses, (6) failure to timely pay final wages at termination, (7) failure to provide accurate itemized wage statements, (8) unfair business practices, (9) failure to pay premium pay when employees are not provided with at least one day of rest in seven days, (10) statutory penalties of any nature, (11) interest, and (12) attorneys' fees and costs, arising during the Class Period ('Released Class Claims'). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, any claims arising outside the Class Period, and any claims or actions to enforce the Settlement. (*Id*. at ¶ 5.2.)

25. Released PAGA Claims by Aggrieved and LWDA: The Settlement provides: Plaintiff, the LWDA, and all Alleged Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties pursuant to PAGA that were alleged in Plaintiff's PAGA Notice to the LWDA and in the Operative Complaint, or that reasonably could have been alleged based on the facts stated therein ('Released PAGA Claims'). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period. (*Id*. at ¶ 5.3.)

26. Plaintiff's Section 1542 Release: Under the Settlement, Plaintiff will release "any and all claims that Plaintiff has or may have against the Released Parties related to or arising from Plaintiff's

employment with Defendant," subject to the express exclusions specified in Paragraph 5.1 of the Settlement. Plaintiff also expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542. (*Id*. at ¶¶ 5.1–5.1.1.)

27. Effective date of claims releases: The Released Class Claims and Released PAGA Claims become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the GSA and its employer-share of payroll taxes. (*Id*. at ¶ 5.4.)

28. Released Parties: Defendant, together with each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates. (*Id*. at ¶ 1.40.)

29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed via first-class U.S. mail in English and Spanish to the current address of each Class Member identified in the Class Data, following address updates through the National Change of Address database. (*Id*. at ¶¶ 1.11, 7.4.2.) The Settlement requires the Class Notice to prominently estimate the amounts of Individual Class and PAGA Payments and state the Workweeks and PAGA Pay Periods used to calculate those amounts. (*Id*. at ¶ 7.4.2.) Class Members may dispute their credited Workweeks and/or PAGA Pay Periods, request exclusion from the Class Settlement, or, if Participating Class Members, submit written objections and/or appear at the Final Approval Hearing to present verbal objections. (*Id*. at ¶¶ 7.5, 7.7–7.8.) Class Members cannot request exclusion from the PAGA portion of the Settlement. (*Id*. at ¶ 1.41.)

30. No Related Actions: The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. (*Id*. at ¶ 2.11.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

31. Class 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 discovery production, Class Counsel's independent investigation and evaluation, and their extensive experience in wage-and-hour litigation, Class Counsel are of the opinion that the proposed Settlement is fair, reasonable, and

adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses 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 Class Counsel's review of the time, payroll, and additional data provided by Defendant, Plaintiff's expert's analysis of the sample records, and information from Plaintiff, Class Counsel evaluated the estimated maximum and risk-adjusted exposure for the claims asserted in the Operative Complaint and PAGA Notice that are being released under the Settlement. For purposes of this exposure analysis, Class Counsel used the Settlement's mediation baseline estimates of approximately 779 Class Members who collectively worked 36,226 Workweeks, together with an estimated 779 Allegedly Aggrieved Employees who collectively worked 18,113 PAGA Pay Periods.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate Issue)	Based on expert's analysis	$26.01 average regular hourly rate	Based on expert's analysis	**$4,905.00***
Unpaid Wages (Off the Clock)	36,226 Workweeks	$25.52 average hourly rate	12,941 net unpaid hours (assuming 5 minutes per shift)	**$33,025.43****
Meal Period Violations	36,226 Workweeks	$25.52 average hourly rate	9,683 unique meal break violations (based on expert analysis of records)	**$61,777.54***
Rest Period Violations	36,226 Workweeks	$25.52 average hourly rate	75,921 rest break violations (assuming 50% break violations for shifts of at least 3.5 hours)	**$193,750.39****
Unreimbursed Business Expenses Violations	36,226 Workweeks	Assumes $15.00 for every four Workweeks	Assumes $15.00 for every four Workweeks	**$13,584.75****
Labor Code § 552	36,226 Workweeks	$25.52 average hourly rate	36,226 Workweeks	**$369,795.01****

Labor Code § 203	Based on approx. 361 terminated employees within the 3-year SOL	$25.52 average hourly rate / 30-day max.	Assumes 8 hours / day	**$110,552.64*** **
Labor Code § 226	Based on approx. 779 employees within the 1-year SOL	$50 per initial pay period / $100 per subsequent pay periods / $4,000 employee max.	Based on 18,113 pay periods within the 1-year SOL	**$88,617.50*** **
PAGA	Based on 18,113 pay periods within the 1-year SOL	$100 per pay period	Based on 18,113 pay periods within the 1-year SOL	**$90,565.00*** **
Total				**$966,573.26**

* 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.[4]

33. Plaintiff's regular rate claim is based on allegations that Defendant failed to include nondiscretionary bonuses and other remuneration in calculating the regular rate of pay for overtime wages, paid sick leave, and meal period premiums. Based on the sample payroll records, Plaintiff's data expert estimated underpayments of $15,920.00 in overtime wages, $3,689.00 in sick pay, and $11.00 in meal period premiums, resulting in estimated maximum potential liability of $19,620.00. In evaluating this claim, I considered Defendant's denial of liability and potential defenses concerning whether the bonuses were discretionary, whether the additional compensation was required to be included in the applicable rate, and the extent of any resulting underpayments. I also considered the risks associated with obtaining class certification and Defendant's contention that Plaintiff's individual claims were subject to arbitration. In light of these defenses and risks, and for purposes of settlement, I discounted

[4] 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.

the maximum potential liability by 75%. **Plaintiff's realistic recovery estimate for the regular rate claim is therefore $4,905.00**.

34. Plaintiff's unpaid wages claim is based on allegations that Defendant failed to pay all minimum and overtime wages due for off-the-clock work. Specifically, Plaintiff alleges that she and other Class Members were required to respond to work-related calls, text messages, and emails before and after their recorded shifts, including on weekends and holidays, and to perform work during unpaid meal periods. For purposes of mediation, Class Counsel assumed an average of five minutes of off-the-clock work per shift. Based on the average hourly rate of $25.52, Defendant's estimated maximum potential liability is $330,254.32. Defendant denies that Class Members worked off the clock and argues that it prohibits its employees for working off-the-clock. Plaintiff's Counsel also considered the difficulties of establishing the frequency and duration of unrecorded work across the Class, including the potential need for individualized testimony concerning employees' duties, communications, and work practices. In light of these defenses and risks, and for purposes of settlement, I discounted the maximum potential liability by 90%. **Plaintiff's realistic recovery estimate for the unpaid wages claim due to off-the-clock work is therefore $33,025.43.**

35. Plaintiff's meal period claim is based on allegations that Defendant did not provide or maintain sufficient meal period practices, such that Class Members were not always permitted or able to take meal periods and/or were subjected to late, short, or interrupted meal periods without payment of all required premium wages. Plaintiff's expert analyzed the sample time and corresponding payroll and estimated 9,683 unique meal period violations throughout the relevant period. Using the average hourly rate of $25.52, Defendant's estimated maximum potential liability is $247,110.16 (9,683 violations × $25.52). Defendant argued that it provides its employees with the opportunity to take compliant meal period and to the extent there are any violations, which it denies, the violations are a result of employees voluntarily choosing to delay, shorten, or forego otherwise available meal periods. Plaintiff's Counsel also considered the risks associated with establishing liability through common proof and the potential for differing employee experiences to affect certification and recovery. In light of these defenses and

risks, and for purposes of settlement, I applied a 75% discount to the potential liability. **Plaintiff's realistic recovery estimate for the meal period claim is therefore $61,777.54.**

36. Plaintiff's rest period claim is based on allegations that Defendant did not authorize and permit Class Members to take all required ten-minute, uninterrupted, duty-free rest periods and did not pay all resulting premium wages. The precise number of rest period violations could not be calculated from the time records because rest periods were not recorded. Therefore, for purposes of mediation, Class Counsel assumed a 50% violation rate for the estimated 151,842 shifts of at least 3.5 hours, resulting in 75,921 assumed violations. Using the average hourly rate of $25.52, Class Counsel calculated Defendant's estimated maximum potential liability to be $1,937,503.92 (75,921 violations × $25.52). Defendant denies liability and argues that compliant rest periods were authorized and available, that employees voluntarily chose to forego some breaks, and that determining whether particular employees were denied rest periods would require individualized testimony. In light of these defenses, and the risks associated with certification and proof, I discounted Defendant's potential liability by 90%. **Plaintiff's realistic recovery estimate for the rest period claim is therefore $193,750.39.**

37. Plaintiff's unreimbursed business expenses claim is based on allegations that Defendant did not fully reimburse Class Members for necessary expenses incurred in performing their duties, including for the use of their personal cellphones and transportation costs for work purposes. Although the payroll records reflected some cellphone reimbursements, Plaintiff contends those reimbursements did not cover all necessary expenses incurred. The precise amount of unreimbursed expenses could not be determined. For purposes of mediation, Class Counsel estimated that Defendant should have reimbursed Class Members approximately $15.00 per month, resulting in estimated maximum potential liability of $135,847.50. However, Defendant contends that it complied with its reimbursement obligations and that this claim would be difficult to certify given the varied experiences of Class Members with regard to necessary business expenses incurred. In light of these defenses and the risks associated with certification and proof, I discounted Defendant's potential liability by 90%. **Plaintiff's realistic recovery estimate for the unreimbursed business expenses claim is therefore $13,584.75.**

38. Plaintiff's day-of-rest claim under Labor Code section 552 is based on allegations that Defendant required Class Members to work seven consecutive days and failed to pay the required seventh-day overtime compensation. For purposes of mediation, Class Counsel assumed one eight-hour seventh-day shift for each of the 36,226 Workweeks. Based on an average hourly rate of $25.52, Class Counsel estimated Defendant's estimated maximum potential liability to be $3,697,950.08. However, Defendant argues that it properly compensated its employees for all wages owed, that many Class Members did not work seven consecutive days in a workweek, and that this claim does not warrant certification due to the varying schedules of Class Members. In light of these defenses and risks, I discounted Defendant's potential liability by 90%. **Plaintiff's realistic recovery estimate for the unpaid wage component of the day-of-rest claim is therefore $369,795.01.**

39. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates Defendant's maximum potential liability, prior to risk-adjustment, is $5,794,702.80, which breaks down as follows: **$2,211,052.80** for waiting time penalties for approximately 361 terminated Class Members in the 3-year SOL; a **$1,772,350.00** penalty for inaccurate wage statements based on approximately 779 Class Members in the 1-year SOL; and **$1,811,300.00** for PAGA penalties based on 18,113 Pay Periods and the Court assessing a $100.00 penalty for each pay period containing a violation. However, I believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties and given Defendant's defenses, including without limitation, that any failure to pay all final wages at the time of separation was not willful or intentional and that to the extent Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore, considering the underlying wage claims are realistically estimated to be $676,838.12, awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty (resulting in **$110,552.64** for waiting time penalties, **$88,617.50** for inaccurate wage statement penalties,

and **$90,565.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate of $289,735.14 for statutory and civil penalties**.

40. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all claims, including penalties, is $966,573.26**. This means **the $560,000.00 gross settlement figure represents about 58% of the total realistic recovery**. This is an excellent result for the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being able to recover anything.

41. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Allegedly Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation, Defendant has had to hire legal counsel, engage in informal class-wide discovery, and participate in mediation. Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming final settlement approval is granted. (Settlement, ¶ 3.2.5.) Not including its own attorneys' fees and costs as well as the employer's share of payroll taxes, Defendant will pay $560,000.00 to resolve this matter—of which $56,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699 as 65% ($36,400.00) to the LWDA and 35% ($19,600.00) to Allegedly Aggrieved Employees. Moreover, Class Counsel are of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

42. Further, Class Counsel took into account the risk of not being able to proceed on a representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial, penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff would be successful at trial, assuming she is first able to certify the claims and defeat the manageability issues presented at litigation, Plaintiff could be awarded substantially less than what was obtained

through the Settlement. In sum, the $56,000.00 PAGA Penalties allocation under the Settlement constitutes genuine and meaningful relief.

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

44. The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's class claims. Class Counsel took into account the risks associated with obtaining sufficient employee testimony and establishing liability through common proof. Indeed, the individualized and testimony-intensive nature of certain claims could preclude class certification or otherwise significantly reduce recovery. For example, the rest period and unreimbursed business expense claims depend in part on evidence concerning employees' actual work experiences, including whether compliant rest periods were authorized and permitted, the extent of necessary personal cellphone use, and the adequacy of reimbursements provided. The rest period calculation assumes a 50% violation rate for eligible shifts, while the unreimbursed business expense calculation uses an estimated expense allowance. Proving these claims at trial would require employee testimony, documentary evidence, and, where appropriate, representative or statistical evidence, the sufficiency of which Defendant could challenge. Even assuming employees were willing to participate, obtaining declarations could reveal that individual employees had materially different experiences, affecting the availability of common proof and the extent of recoverable damages. Although the PAGA claim does not require class certification, Plaintiff would still face the burden of proving the underlying violations and their extent. Class Counsel considered these evidentiary and certification risks in evaluating the Settlement.

45. Furthermore, even if Plaintiff was able to pursue her claims on a class-wide basis and obtain certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class. Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-wide data

analysis, they have not conducted extensive formal discovery. Moreover, preparation for class certification and a trial would remain for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial. In sum, this Settlement avoids the risks, burdens, and the accompanying expense of further litigation.

46. The proposed $560,000.00 Settlement represents a substantial recovery when compared to the reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic range of outcomes of the litigation"].)

THE ENHANCEMENT AWARD TO PLAINTIFF IS REASONABLE

47. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff provided valuable information regarding her hours worked, and what duties were performed during those hours. Plaintiff also provided information regarding meal periods taken and missed by Plaintiff and other Class Members. Plaintiff participated in decisions concerning this action, assisted in preparation for the mediation, and provided my office with the names and contact information of potential witnesses in this action. Before we filed this case, Plaintiff worked with my office to determine the viability of her claims. Plaintiff also provided information and documents relating to her employment by Defendant. The information and documentation provided by Plaintiff was instrumental in establishing the wage-and-hour violations alleged in this action, and the recovery provided for in the Settlement would have been impossible to obtain without her participation.

48. At the same time, Plaintiff faced many risks in adding herself as the named Plaintiff in this matter. Plaintiff faced actual risks with her future employment, as putting herself on public record in an employment lawsuit could also very well affect her likelihood for future employment. For example, a search of Plaintiff's name will reveal this action, and as a result, many employers may likely forego hiring Plaintiff upon learning she sued a former employer.

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

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

MY EXPERIENCE AND QUALIFICATIONS

51. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an Active Member in good standing continuously since then. I have been selected to Super Lawyers each year from 2019 to 2025.

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

53. For the past decade, I have built my practice to have an emphasis on employment and related civil litigation cases and have both prosecuted and defended employment-related litigation cases. I have

been heavily, successfully, and continuously involved in active litigation and trial work, and have conducted bench and jury trials on behalf of both employees and employers in wage-and-hour cases.

54. My current billing rate is $950.00 per hour, which is my usual hourly rate in wage-and-hour litigations. A $950.00 per hour rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix, http://www.laffeymatrix.com/see.html [last visited Oct. 30, 2026].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (*See, e.g.*, *id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

55. I am experienced in prosecuting and defending employment matters, particularly class actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel

for other wage-and-hour class action lawsuits pending in various California counties, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc*. (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc*. (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) ($750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that case, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys"); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc*. (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc*. (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

57. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice has focused on advocating for the rights of employees at the trial-court and appellate level. Prior to roughly June 2018, with the exception of a handful of cases, his practice focused on individual FEHA and wrongful termination claims, as well as individual wage-and-hour claims. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage-and-hour class and PAGA representative actions.

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

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

(a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on all causes of action following contested briefing in a wage-and-hour class action.

(b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was 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), which is not currently scheduled for hearing.

(d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al*. (No. 19STCV44400), which was granted, in part, and denied, in part, in October 2022.

(e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV 20-1448 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage-and-hour class alleging that Plaintiff's claims were pre-empted by the Labor Management Relations Act.

(f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.

(g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 13, 2018) No. 2:17–cv–09056–RSWL–MRWx, 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the individual defendant, who was alleged to have harassed the plaintiff under FEHA, was a proper defendant.

(h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for $850,000.00, $375,000.00, and $250,000.00. In addition to the foregoing, Mr. Feghali has resolved or assisted in the resolution of approximately 100 cases which has resulted in millions of dollars of unpaid wages being returned to low-wage employees.

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

60. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage-and-hour class and PAGA representative actions. His fee has been approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over 100 wage-and-hour class actions, including obtaining preliminary and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal*. (No. 20STCV09876) ($5,000,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) ($2,250,000); *Duncan v. Infineon Technologies Americas Corp*. (No. 21STCV16872) ($2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) ($2,300,000); *Martinez, et al. v. Curative LLC* (No. 21STCV20778) ($1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) ($1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) ($1,800,000); *Fuentes v. Covid Clinic, Inc*. (No. CIVSB2106806) ($1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc*. (No. 3:20-cv-03047) ($3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) ($1,100,000); *Hammers v. Redwood Oil Co., Inc*. (No. SCV-269625) ($1,180,000); *Cuadras v. R.C. Wendt Painting, Inc*. (No. BC705964) ($1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282) ($1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) ($1,200,000); *Garcia v. Tri-Valley Plastering, Inc*. (No. 22CECG00591) ($1,250,000); *Garcia v. Tapia Enter., Inc*. ($2,137,651 for 507 class members); *Cha v. Center Point, Inc*. (No. CIV2102081) ($1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P*. (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) ($750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) ($1,250,000).

CHARLOTTE MIKAT-STEVENS' EXPERIENCE AND QUALIFICATIONS

61. 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. Since joining Moon Law Group, her practice has focused on wage and hour class actions and PAGA representative actions involving claims related to unpaid overtime and minimum wages, meal and rest

break violations, unreimbursed business expenses, improper wage statements, unfair business practices, and penalties.

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

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

64. Ms. Mikat-Stevens' current billing rate is $675.00 per hour, which is her usual hourly rate for wage and hour litigations. Based on Ms. Mikat-Stevens' 7 years of experience, her Laffey Matrix rate with a 2.53% adjustment is $640.81 per hour ($625 Laffey Matrix rate + (2.53% x $625)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Mikat-Stevens' billing rate of $675.00 per hour is reasonable.

65. A selection of settled class actions that have received preliminary and/or final settlement approval and PAGA-only approved settlements in which Ms. Mikat-Stevens assisted in the resolution during her tenure with Moon Law Group, PC includes the following: *Alvarez v. Conagra Foods Packaged Foods, LLC, et al.* (Los Angeles No. 21STCV37375) ($1,000,000 for 1,066 class members); *Amador v. Prime Waterproofing & Roofing, Inc.* (LA No. 19STCV08032) ($107,500 for 157 class

members); *Amaya v. Purosil, LLC* (Riverside No. CVRI2202854) ($435,000 for 353 class members); *Argueta v. ASMB, LLC* (LA No. 22STCV08327) ($135,000 for approx. 506 aggrieved employees); *Arzate v. Coastal Blooms Nursery, LLC* (Santa Barbara No. 22CV00778) ($150,000 for approx. 697 aggrieved employees); *Bonine v. Wachter, Inc.* (LA No. 20STCV31653) ($354,000 for 209 class members); *Bustamante v. Advanced Skilled Nursing, Inc.* (LA No. 19STCV00801) ($525,000 for 530 class members); *Cabello v. Rancho Car Wash, LLC* (Riverside No. CVRI2103709) ($297,500 for 132 class members); *Candys v. Community Psychiatry Management, LLC* (Sacramento No. 34-2022-00314705) ($921,153.39 for 790 class members); *Castillo v. Freedom Painting Inc.* (LA No. 20STCV22365) ($250,000 for 99 class members); *Cervantes v. Wondertreats, Inc.* (Stanislaus No. CV-22-001263) ($295,884.32 for 433 class members); *Cruz v. Knightsbridge Plastics, Inc.* (Alameda No. 23CV028294) ($700,000 for 343 class members); *Del Toro-Ibarra v. West Pico Distributors, LLC* (LA No. 21STCV31247) ($130,000 for 108 class members); *Delgado v. Kings River Farming, Inc.* (Fresno No. 22CECG00736) ($517,500.00 for approx. 760 aggrieved employees); *Duncan v. Infineon Technologies Americas Corp.* (LA No. 21STCV16872) ($2,500,000 for 775 class members); *Duncan v. Roth Staffing Companies, L.P., et al.* (San Bernardino No. CIVSB2421369) ($225,000 for approx. 329 aggrieved employees); *Estrada v. TRC Companies, Inc., et al.* (LA No. 21STCV37078) ($2,200,000 for 698 class members); *Fennix v. Tenderloin Housing Clinic, Inc.* (San Francisco No. CGC-20-584834) ($330,000 for 589 class members); *Ferry v. Cencal Wings II, Inc.* (Fresno No. 21CECG03205) ($630,000 for 588 class members); *Fisher et al. v. Supreme Truck Bodies of California, Inc. et al.* (Riverside No. CVRI2200207) ($3,000,000 for 1,344 class members); *Flores v. Home Delivery Service, LLC* (Alameda No. RG21096517) ($1,200,000 for 3,144 class members); *Garcia v. San Jose Water Company* (Santa Clara No. 22CV39638) ($1,200,000 for 489 class members); *Garcia v. South Valley Companies* (Kern No. BCV-22-100465) ($182,000 for 151 class members); *Garcia v. Tri-Valley Plastering, Inc*. (Fresno No. 22CECG00591) ($1,250,000 for 858 class members); *Ghusar v. ECMD, Inc.* (Riverside No. CVRI2404116) ($195,000 for approx. 108 aggrieved employees); *Gomez v. Arya Ice Cream Distributing Co., Inc.* (LA No. 21STCV31170) ($588,203.60 for 98 class members); *Gonzalez v. A.M. Castaneda, Inc.* (San Diego No. 37-2021-00017374-CU-OE-CTL) ($488,372.97 for

494 class members); *Gutierrez v. Ratto Bros., Inc.* (Stanislaus, No. CV-23-001816) ($225,000 for approx. 187 aggrieved employees); *Hernandez v. Oakland Paper & Supply, Inc.* (Contra Costa No. MSC21-00363) ($200,000 for approx. 135 aggrieved employees); *Herrera v. Coastal Construction & Lumber Co.* (Santa Clara No. 22CV394683) ($100,000 for approx. 197 aggrieved employees); *Kilgore v. BQ Operations Holdings, LLC, et al.* (LA No. 23STCV10311) ($1,100,000 for 8,254 aggrieved employees); *Lester v. The Super Dentists, Inc.* (San Diego No. 37-2023-00014247-CU-OE-CTL) ($200,000 for approx. 459 aggrieved employees); *Lopez Rivera v. Villagrana Logistics, Inc.* (San Bernardino No. CIVDS2022538) ($400,000 for 1,446 class members); *Martinez v. Canton Food Co., Inc.* (LA No. 21STCV34962) ($665,000 for 414 class members); *Martinez v. Desert Concepts Construction, Inc.* (LA No. 20STCV08933) ($300,000 for 456 class members); *Murillo v. Quanta Computer USA, Inc.* (Alameda, No. 22CV005095) ($2,635,550.17 for 2,466 class members); *Murrieta v. Stanley Black & Decker, Inc.* (San Bernardino No. CIVSB2414301) ($1,250,000 for approx. 942 class members); *Perez v. Torn & Glasser, Inc.* (LA No. 21STCV43614) ($1,127,610 for 629 class members); *Preciado v. Kip Incorporated* (Riverside No. CVRI2103836) ($450,000 for 195 class members); *Quintero et al. v. JC Resorts LLC et al.* (San Bernardino No. CIVSB2115731) ($1,570,000 for approx. 3,200 class members); *Ramirez v. Merrill Gardens, LLC* (Cal. E.D. No. 1:22-cv-00542-SAB) ($825,000 for 4,602 class members); *Rayford v. AbleLight, Inc.* (Sacramento, No. 23CV001488) ($1,480,000 for 819 class members); *Ruiz v. Artistic Entertainment Services, LLC* (LA No. 23STCV07581) ($325,000 for 266 class members); *Sanchez v. Anodizing Indus., Inc.* (LA No. 21STCV30722) ($260,000 for 71 class members); *Sanchez v. M & G Jewelers, Inc.* (San Bernardino No. CIVSB2124508) ($495,000 for 400 class members); *Stanley Black & Decker Wage and Hour Cases* (San Bernardino No. JCCP5218) ($3,500,000 for 1,922 class members) ($3,513,906.42 for 1,922 class members); *Tapia v. Sierra Forest Products* (Tulare No. VCU288833) ($550,000 for 400 class members); *Thong v. Outlook Resources, Inc.* (LA No. 19STCV44400) ($3,250,000 for approx. 1,542 class members; *Valdez v. Heat Make Sense, Inc.* (Sacramento No. 34-2021-00296194) ($120,000 for 13 class members); *Viruete v. Orange Treeidence OPCO, LLC* (Riverside No. CVRI2201128) ($300,000 for 538 class members); *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) ($950,000 for 435

class members); *Williams v. Hodo, Inc.* (Alameda No. 21CV000132) ($550,000 for approx. 617 class members); *Williams v. Precision Tube Bending* (LA No. 21STCV46806) ($175,000 for approx. 135 aggrieved employees); *Williamson v. Strata Skin Sciences, Inc.* (San Diego No. 37-2022-00010879) ($125,000 for 40 class members); *Wilshinsky v. Southern California Health & Rehabilitation Program* (Los Angeles No. 23STCV07577) ($305,549 for approx. 396 class members); *Zaragoza v. The Roman Catholic Bishop of Fresno* (Merced No. 22CV-00282) ($1,500,000 for 962 class members); *Zhou v. Cisco Systems, Inc.* (Santa Clara No. 22CV396821) ($1,925,000 for 5,840 class members); and *Zubia et al. v. Procter & Gamble Distributing LLC* (LA No. 20STCV44506) ($4,090,388.51 for 1,326 class members).

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

70. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to 35% of the Gross Settlement Amount, currently estimated at $196,000.00 and subject to potential increase under the escalator clause, and reimbursement of actual and verified litigation costs up to $25,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery method. However, we base the proposed fees award on the percentage method, as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

73. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In such instance, we would have been left with no compensation for all the

time taken in litigating this case due to the contingency fee arrangement. Indeed, I have taken on a number of class action cases that have resulted in thousands of attorney hours being expended and ultimately having the defendant company going bankrupt during litigation. The contingent risk in these types of cases is very real and occurs regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

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

75. My office has incurred $25,540.99 in expenses litigating this action, and we anticipate accruing additional costs through final approval. These expenses were reasonably necessary to the litigation and were actually incurred by my office. Although the expenses incurred exceed the $25,000.00 maximum allowed under the Settlement, Class Counsel request reimbursement limited to that amount. If the Court approves reimbursement of less than the amount requested, the difference will be allocated to the Net Settlement Amount for distribution to Participating Class Members. (Settlement, ¶ 3.2.2.) Therefore, Class Counsel's litigation costs should be reimbursed in the amount of $25,000.00.

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

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

(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 original and amended PAGA notices;

(d) Preparation, finalization, and filing of the original class action complaint, First Amended Complaint, and Second 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.

77. 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 $560,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

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 November 13, 2026, at Los Angeles, California.

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Kane Moon