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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

TONY BERNARD MUSTAIN, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

DISCOUNT BUILDERS SUPPLY; a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-25-631603

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 the Notice of Motion and Memorandum of Points and Authorities, the Declaration of Plaintiff Tony Bernard Mustain, the Declaration of Sean Hartranft, and [Proposed] Preliminary Approval Order*]

PRELIMINARY APPROVAL HEARING:
Date: December 9, 2026
Time: 9:00 a.m.
Dept.: 301
Judge: Hon. Christine Van Aken

Action Filed: November 26, 2025
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 of the Courts of the State of California and am one of the attorneys of record for Plaintiff Tony Bernard Mustain ("Plaintiff") and the putative Class.

2. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

CASE BACKGROUND

3. 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 employees of Defendant Discount Builders Supply ("Defendant") (together with Plaintiff, the "Parties") employed in the State of California at any time during the Class Period from November 26, 2021, through July 20, 2026, pursuant to the Joint Stipulation of Class and Representative Action Settlement Agreement (the "Settlement") attached hereto as **Exhibit 1**, for various violations of the California Labor Code. Defendant is a building materials and construction supply company engaged in the sale and distribution of construction-related products and supplies. Plaintiff was classified as non-exempt during the entirety of his employment and was subjected to the same alleged unlawful labor practices as his coworkers.

4. Plaintiff's claim for unpaid wages includes allegations that Defendant failed to compensate Plaintiff and the putative Class for minimum and overtime wages, including as a result of alleged uncompensated off-the-clock work. Plaintiff also alleges that Defendant failed to incorporate all remuneration in calculating the correct regular rate of pay for purposes of paying overtime pay and sick pay. Plaintiff also alleges that Defendant systematically failed to provide meal periods and rest breaks. In addition to the foregoing claims, Plaintiff also alleges that Defendant failed to reimburse Class Members for necessary business expenses, including expenses incurred for the purchase of protective gear and equipment, and for the use of their personal cellphones for work-related purposes. Accordingly, Plaintiff also alleges derivative claims against

Defendant for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

5. Because of Defendant's alleged violations of various provisions of the Labor Code, Plaintiff commenced this Action on November 26, 2025, by filing a Complaint, alleging that 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 breaks, (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. On October 4, 2025, pursuant to Labor Code § 2699.3(a), Plaintiff provided written notice to the LWDA and Defendant by sending the PAGA Notice, which was assigned LWDA Case No. LWDA-CM-1129758-25. The administrative exhaustion period under PAGA expired without any notice from the LWDA of intent to investigate the allegations. For purposes of the Settlement, on June 5, 2026, Plaintiff submitted an amended PAGA Notice. True and correct copies of Plaintiff's PAGA Notices are attached hereto as **Exhibit 2**. The administrative exhaustion period under PAGA expired without any notice from the LWDA of intent to investigate the allegations.

7. On February 5, 2026, Plaintiff filed a First Amended Complaint against Defendant adding a cause of action for civil penalties under PAGA. Plaintiff submitted a conformed copy of the First Amended Complaint to the LWDA. To date, the LWDA has not sought to intervene in the Action.

8. For purposes of the Settlement, on August 6, 2026, Plaintiff filed a Second Amended Complaint (the "Operative Complaint"). Plaintiff submitted a conformed copy of the Operative Complaint to the LWDA.

9. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with any laws, including, but not limited to, the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint.

DISCOVERY AND INVESTIGATION

10. Following the filing of the Action, the Parties met and conferred regarding an agreement

to mediate the claims. Prior to mediation, the Parties engaged in informal discovery. Defendant produced documents relating to its policies, practices, and procedures regarding payment of wages, meal and rest periods, reimbursement of business expenses, and timekeeping and payroll, along with data regarding the number of Workweeks and PAGA Pay Periods worked by Class Members and Aggrieved Employees. Defendant produced a statistically sound sampling of time and pay records of 52% of the putative Class.

11. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample time/pay records and documents regarding Defendant's wage and hour policies. Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to mediation. The sample of time and pay records contained the records of 35,484 shifts actually worked during the Class Period (representing approximately 52% of the Class), which allowed Plaintiff's expert to prepare an analysis with a high degree of certainty. In conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel were able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff's and his 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.

12. To the best of my knowledge, I am not aware of any case, the nature of any claims asserted in such case, or the definition of a class of parties on whose behalf any action was brought that would overlap with the putative Class, as defined in this matter, or would otherwise be extinguished or adversely affected by approval of this Settlement. I have come to this conclusion after a reasonable inquiry and review of the LWDA's PAGA Case Search website, this Court's case search website, and other information reasonably available online.

SETTLEMENT NEGOTIATIONS

13. On May 20, 2026, the Parties participated in a full day mediation with Brandon McKelvey, Esq., a professional and neutral class and PAGA action mediator. The settlement

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 extensive discussion regarding the merits and certifiability of Plaintiff's claims and Defendant's defenses, a settlement was reached by the parties, the material terms of which are encompassed within the Settlement. Additionally, the Class Notice is attached as **Exhibit A** to the Settlement.

14. In compliance with Labor Code section 2699, subdivision (*l*)(2), Plaintiff's Counsel submitted to the LWDA a notice of settlement and a copy of the proposed Settlement. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**.

15. Defendant agrees to pay $399,000.00, subject to any increase under the escalator clause, as the Gross Settlement Amount, and to separately pay its employer-share of payroll taxes owed on the Wage Portion of the Individual Class Payments. (Settlement, ¶ 3.1.) The Gross Settlement Amount was negotiated based on Defendant's estimate that there are 15,371 Workweeks during the Class Period. (*Id.* at ¶ 8.) If the actual number of Workweeks is more than 10% greater than this estimated count (i.e., if the actual number of Workweeks is more than 16,908), then Defendant agrees, at its sole option, to either (a) make a proportional increase to the Gross Settlement Amount by the percentage increase for each additional Workweek above 16,908, or (b) end the Class and PAGA Periods early as of the date upon which the actual number of Workweeks totals 16,908. (*Id.*) Defendant agrees to inform Plaintiff's Counsel of its election prior to the Preliminary Approval Hearing. (*Id.*)

16. Class Members do not need to submit any claim form as a condition of receiving individual settlement payments. (*Id.* at ¶ 3.1.) Each Participating Class Member will receive a *pro rata* share of the Net Settlement Amount as calculated by the Administrator according to the number of Workweeks worked by Participating Class Members during the Class Period. (*Id.* at ¶ 1.22.) Each Aggrieved Employee will receive a *pro rata* share of thirty-five percent (35%) of the PAGA Penalties as calculated by the Administrator according to the number of PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period. (*Id.* at ¶ 1.23.)

17. The Settlement Agreement provides for a Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $133,000.00, and a Class Counsel Litigation Expenses Payment in an amount of up to $25,000.00. (*Id.* at ¶ 3.2.2.) If the Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator shall allocate the remainder to the Net Settlement Amount. (*Id.*) At this time, my firm has incurred $19,124.45 in costs, and a true and correct copy of these litigation costs is attached hereto as **Exhibit 4**.

18. The Settlement Agreement includes a Class Representative Service Payment to Plaintiff as the Class Representative of not more than $10,000.00, in addition to any Individual Class Payment and Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. (*Id.* at ¶ 3.2.1.) If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount. (*Id.*) The payment is in exchange for Plaintiff's general release, and in recognition of having initiated the Action, providing services in support thereof, and incurring risks inherent in the role of being named Plaintiff. (*Id.* at ¶ 1.14.)

19. 15% of each Participating Class Member's Individual Class Payment shall be allocated to settlement of wage claims (the "Wage Portion"), and the remaining 85% of each Participating Class Member's Individual Class Payment shall be allocated to settlement of claims for penalties, interest, and reimbursement of alleged expenses (the "Non-Wage Portion"). (*Id.* at ¶ 3.2.4.a.) Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (*Id.* at ¶ 3.1.) Individual PAGA Payments shall be treated as 100% penalties for tax purposes. (*Id.* at ¶ 3.2.5.a.) Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. (*Id.*)

20. The Parties jointly appoint APEX Class Action Administration ("APEX") as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.2.) The Settlement Agreement provides the Administrator will be paid an Administration Expenses Payment in an amount not to exceed $6,790.00, the Administrator's bid submitted to the Court, except for a showing of good cause and

as approved by the Court. (*Id.* at ¶ 3.2.3.) A true and correct copy of the APEX's bid of $6,790.00 is attached hereto as **Exhibit 5**.

21. Within fourteen (14) calendar days of the Effective Date, Defendant shall fund the Gross Settlement Amount and its employer-share of payroll taxes by transmitting the funds into the Qualified Settlement Fund established and maintained by the Administrator. (*Id.* at ¶ 4.3.)

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

22. Plaintiff's Counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Plaintiff's Counsel is of the opinion that the Settlement is fair, reasonable, and adequate. Furthermore, in light of all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that could be asserted by Defendant both to certification and on the merits, the settlement is in the best interests of the Class Members.

23. Based on Plaintiff's Counsel's analysis of the time, payroll, and additional records provided by Defendant, Plaintiff's expert's analysis of the time and payroll records provided by Defendant, and information from Plaintiff, Plaintiff's Counsel evaluated Defendant's maximum exposure. I took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. Based on a review of its records to date, Defendant estimates that there are 174 Class Members who collectively worked a total of 15,371 Workweeks during the Class Period, and approximately 102 Aggrieved Employees who worked a total of 5,875 PAGA Pay Periods during the PAGA period. (*Id.* at ¶ 4.1.) Additionally, there were 84 former employees for Labor Code § 203 penalties, and the Class Members' estimated average hourly rate is $22.40 and estimated average regular rate of pay is $22.43.

Accordingly, I calculated Defendant's *maximum* potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Maximum Exposure
Unpaid Wages (Regular Rate Issue)	15,371 Workweeks	$22.43 average regular rate	Based on Expert Analysis of Records	**$1,055.00**

Unpaid Wages (Off-the-Clock Issue)	15,371 Workweeks	22.40 average regular rate	11,272 net unpaid hours (assuming 10 minutes per shift; 86.2% overtime)	**$361,317.20**
Meal Period Violations	15,371 Workweeks	22.40 average hourly rate	9,775 unique meal break violations (based on expert analysis of records)	**$218,960.00**
Rest Break Violations	15,371 Workweeks	22.40 average hourly rate	33,579 unique rest break violations (assumes 50% violation rate for shifts of at least 3.5 hours)	**$752,169.60**
Unreimbursed Business Expenses	15,371 Workweeks	$25.00 per month	Assumes $25.00 per month	**$96,068.75**
Labor Code §203	Based on approximately 84 terminated employees within the 3-year SOL	$22.40 average rate of pay / 30-day max.	Assumes 7.9 hours/day	**$446,336.00**
Labor Code §226	Based on approximately 102 class members	$50 for initial violation; $100 for each subsequent pay period with $4,000 employee maximum	Based on 5,875 pay periods	**$408,000.00**
PAGA	Based on 5,875 pay periods	$100 per pay period	Based on 5,875 pay periods	**$587,500.00**
Maximum Total for Claims				**$2,871,406.55**
Assuming 25% probability of prevailing at class certification and on the merits (i.e., 25% of maximum)				**$717,851.64**

24. As discussed above, Plaintiff's unpaid wages claim is based on allegations that Defendant failed to incorporate all remuneration, including bonuses, into Class Members' regular rate of pay for purposes of paying overtime pay and sick pay. Specifically, Plaintiff's expert reviewed the sample records Defendant produced and found 73 identifiable additional payments that were made yet not factored into the regular rate of pay, impacting 40.4% of Class Members

for overtime pay and 11.2% of Class Members for sick pay, and resulting in a maximum exposure of $1,055.00 for the regular rate claim.

25. Plaintiff's unpaid wages claim is also based on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock work. Plaintiff alleges that Class Members were often unable to clock in or out on time because the timekeeping system was malfunctioning or unavailable; however, Plaintiff and other Class Members were required to begin working without clocking in. Plaintiff also alleges that Class Members were prohibited from clocking in before their scheduled start times and were required to continue working after clocking out. Based on information from Plaintiff, Class Counsel estimated Class Members spent an average of 10 minutes off the clock per shift. As a result, Class Counsel and its data expert estimated Defendant failed to pay Class Members for approximately 11,272 hours, 86.2% of which should have been paid at the overtime rate. From this, and in light of the average rates of the Class Members, Defendant's estimated maximum potential liability is $361,317.20 for the off-the-clock claim.

26. Plaintiff's meal period claim is based on allegations that due to the nature of their work, and Defendant's policies and practices, Class Members' meal breaks were often short, late, interrupted, and sometimes missed altogether. Plaintiff's expert reviewed the sample records that Defendant produced and determined that there were 9,775 unique meal break violations throughout the Class Period. As a result, Defendant's maximum exposure for Plaintiff's meal period claim is estimated to be $218,960.00 (9,775 unique meal break violations x $22.40 average hourly rate).

27. As discussed above, Plaintiff's rest period claim is based on allegations that due to the nature of their work and Defendant's policies and practices, Class Members' rest periods were often short, late, interrupted, and sometimes missed altogether. Plaintiff's Counsel assumed, based on information from Plaintiff, a 50% violation rate for shifts of at least 3.5 hours. As a result, there were an estimated 33,579 rest period violations throughout the Class Period. Accordingly, Defendant's estimated maximum exposure is $752,169.60 (33,579 violations x $22.40 average hourly rate) for Plaintiff's rest period claim.

28. Plaintiff's claim for unreimbursed business expenses stems from Plaintiff's allegations that he and putative Class Members were required to incur business expenses in the direct discharge

of their duties without reimbursement. For example, Plaintiff alleges that he and other Class Members were required to purchase protective equipment and that Plaintiff and other Class Members were required to use their personal cell phones for work purposes without reimbursement. Based on information from Plaintiff, Plaintiff's Counsel assumed that Defendant failed to reimburse each Class Member $25 per month. Therefore, Defendant's estimated maximum potential exposure is $96,068.75 for the unreimbursed business expenses claim.

29. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff's expert estimated that Defendant's maximum potential liability for waiting time penalties is $446,336.00 based on approximately 84 terminated class members, $408,000.00 for inaccurate wage statements based on approximately 102 Class Members, and $587,500.00 for PAGA penalties based on the Court assessing a $100 penalty for each pay period (5,875 PAGA Pay Periods).

30. Using these estimated figures, Defendant's estimated maximum exposure for all claims, including penalties, is $2,871,406.55. **The $399,000.00 settlement figure represents approximately 14% of the maximum exposure.**

31. However, the maximum exposure does not reflect Plaintiff's realistic recovery as it excludes Defendant's defenses and the risks of certification. For example, certification and proof of the rest period violations and unreimbursed business expenses claim would require declarations from Class Members, and such declarations could reveal that each Class Member had a different experience with regard to their rest breaks and the expenses they incurred for work. With regard to the regular rate claim, Defendant argues that it did not fail to incorporate any remuneration into the regular rate because any additional compensation at issue was discretionary. Defendant also argues that it provided Plaintiff and Class Members the opportunity to take all meal and rest breaks to which they were entitled and that this claim is improper for class treatment because each Class Member has a different experience as to their breaks. Defendant also argues that it reimbursed its employees for all necessary business expenses incurred to the extent that any employee requested reimbursement. The individualized and testimony-intensive nature of the claims could also bar or limit the likelihood of any recovery. The possibility that all of Plaintiff's claims would be certified

is low as 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.). The maximum exposure also assumes the Court would award the full amount for Plaintiff's derivative claims. However, such result is unrealistic 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. Furthermore, awarding $1,441,836.00 in penalties could also raise Due Process concerns. **Considering the foregoing, Plaintiff's Counsel believe that Plaintiff's realistic recovery is closer to 25% of Defendant's maximum exposure, or $717,851.64 ($2,871,406.55 x 25%).**

32. **The Gross Settlement Amount of $399,000.00 represents approximately 56% of the realistic recovery**. This is an excellent result for the Class. Indeed, because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

33. While Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving the amount of wages due to each Class Member would be an expensive, time-consuming, and uncertain proposition.

34. Plaintiff's Counsel is also of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding 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.

35. The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff was able to pursue his claims on a class-wide basis and thereafter obtained 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 Members.

36. This Settlement avoids the risks and the accompanying expense of further litigation. Although the Parties have engaged in a significant amount of investigation, informal discovery and class-wide data analysis, the Parties have not completed formal discovery. Moreover, preparation for class certification and a trial remains for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or adverse summary judgment ruling. Had the Court certified any claims, Defendant could move to decertify the claims. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

37. The Net Settlement Amount available for settlement payments is no less than **$199,210.00** for an estimated Class size of **174 individuals**.[1] As a result, it is estimated each Participating Class Member is eligible to receive an average benefit of approximately **$1,144.89** prior to tax withholdings on the wage portion of payments. Considering Class Members' average hourly rate is $22.40, the average benefit is for approximately **51 hours of work**. Additionally, there are an estimated **102 Aggrieved Employees** each of whom are expected to receive an average of **$85.78** from the $8,750.00 Individual PAGA Payments, or 35% of the $25,000.00 as PAGA Penalties, or a **pay period value of $1.49** based on the **5,875 PAGA Pay Periods**. The actual amounts to Participating Class Members and Aggrieved Employees will vary based on each individual's duration of work during the Class Period or PAGA Period, respectively; thus, those who worked longer for Defendant during the relevant period will receive a benefit greater than the average estimated amount. The high and low range of payments to Class Members will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data and will be provided to the Court in a motion for final approval.

38. The proposed settlement of $399,000.00 therefore represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks of

[1] The Net Settlement Amount is at least $399,000.00 less the following: $10,000.00 for the Class Representative Service Payment, up to $6,790.00 for the Administration Expenses Payment, $25,000.00 for PAGA Penalties, $133,000.00 for the Class Counsel Fees Payment, and up to $25,000.00 for Class Counsel Litigation Expenses Payment. (Settlement, ¶¶ 3.1-3.2 *et. seq.*)

litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement amount is within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate.

THE CLASS REPRESENTATIVE SERVICE PAYMENT IS REASONABLE

39. 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 his hours worked, and what duties were performed during those hours. Plaintiff also provided information regarding meal and rest periods taken and missed by Plaintiff and other Class Members. Plaintiff participated in decisions concerning this action and assisted in preparation for the mediation session. Before we filed this case, Plaintiff worked with my office to determine the viability of his claims. Plaintiff also provided information and documents relating to his employment by Defendant. The information and documentation provided by Plaintiff were 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 his participation.

40. At the same time, Plaintiff faced many risks in adding himself as the Class Representative in this matter. Plaintiff faced actual risks with his future employment, as putting himself on public record in an employment lawsuit could affect his likelihood for future employment. For example, a search of Plaintiff's name will reveal this action, and as a result, many employers may forego hiring Plaintiff upon learning he sued a former employer.

41. 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 himself on the line on behalf of the Class.

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

MY EXPERIENCE AND QUALIFICATIONS

43. 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 2023.

44. 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 PAGA representative actions.

45. 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.

46. My current billing rate is $950.00 per hour, which is my usual rate in wage-and-hour litigations. This billing 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 Nov. 6, 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 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, eff. January 12, 2026, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, eff. 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.

47. I am experienced in prosecuting and defending employment matters, particularly class and PAGA 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 counties throughout California, 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 $650 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

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

49. 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 approximately June 2018, with the exception of a handful of cases, his practice focused on individual FEHA and wrongful termination claims, as well as individual wage and hour claims. In June 2018, Mr. Feghali became heavily involved in the firm's class and PAGA representative action practice.

50. Mr. Feghali's current billing rate is $900.00 per hour, which is his usual 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.

51. 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 granted in part in February 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.

52. 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).

PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

53. 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 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 actions, in this 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, knowledge, and experience in areas of wage and hour class actions, PAGA representative actions, and labor and employment law generally, the substantiative (state and federal) and procedural law of which is frequently evolving.

54. 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 actions and PAGA representative actions.

55. The foregoing experience of myself and other attorneys of Moon Law Group, PC is invaluable in assessing the reasonableness of settlements, such as the one at issue here, and from this experience Class Counsel concluded that this litigation could not have been settled on better terms.

56. 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

57. The Settlement provides for attorneys' fees payable to Plaintiff's Counsel in an amount of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $133,000.00, and reimbursement of actual litigation costs in an amount of up to $25,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees to Plaintiff's Counsel in this case can be justified under either method – lodestar or percentage recovery. Plaintiff's Counsel, however, intend to base the proposed award of fees, costs, and expenses 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.

58. I am informed and believe that the fee and costs provision is reasonable. 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.

59. 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.

60. The risk to my office has been very significant, particularly if we were not successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. 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 filing for bankruptcy. 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.

61. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Moon Law Group, PC represents virtually all of its employment law clients on a contingency fee basis. 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.

62. As of the drafting of this motion, my office has incurred $19,124.45 in expenses litigating this action, and we anticipate accruing additional costs up to Final Approval of the Settlement. These expenses were reasonably necessary to the litigation and were actually incurred by my office.

63. 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 included, without limitation, the following:

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

(b) Legal research and investigation regarding Defendant's practices at numerous points in the litigation;

(c) Preparation and filing of Plaintiff's PAGA Notice, and subsequent amended notice;

(d) Preparation of multiple drafts of the original class action complaint and the first amended complaint and subsequent second amended complaint, finalization and filing of the complaints;

(e) Extensive "meet and confer" correspondence and discussions with Defendant's counsel to obtain relevant documents and information through informal discovery;

(f) Contacting witnesses;

(g) Analysis of Defendant's time and payroll records and preparation of a damages model with the aid of a statistics expert;

(h) Research and preparation of Plaintiff's mediation brief;

(i) Attendance at mediation;

(j) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and attachments;

(k) Drafting and managing pleadings issues to streamline the approval process; and

(l) Preparation of the motion for preliminary approval.

64. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross settlement payment by Defendant of $399,000.00 to compensate Class Members for Defendant's alleged unlawful wage and hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the 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.

Kane Moon