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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

YOVANY FLAMENCO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

AUSTIN/JONES CORP., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No. 30-2025-01528256-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with the Memorandum of Points and
Authorities, the Declaration of Plaintiff, the
Declaration of Jodey Lawrence, and
[Proposed] Order]*

PRELIMINARY APPROVAL HEARING

Date: February 11, 2027

Time: 2:00 p.m.

Dept. CX105

Judge: Hon. Melissa R. McCormick

Res. ID: 74970678

Complaint Filed: November 24, 2025

Trial Date: Not set

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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 Yovany Flamenco (“Plaintiff”) and the putative Class.

CASE BACKGROUND

4. Defendant is a commercial construction company and general contractor headquartered in Southern California. Plaintiff worked for Defendant as a painter from approximately July 2021 until July 2025. Plaintiff was classified as non-exempt during the entirety of his employment and was subjected to the same unlawful labor practices as his coworkers.

5. Plaintiff's claim for unpaid wages is two-fold and stems from Defendant's alleged failure to incorporate all nondiscretionary bonuses into the regular rate of pay for purposes of paying overtime, sick pay, and meal break premiums and Defendant's alleged failure to pay employees for off-the-clock work. Moreover, Plaintiff alleges that Defendant systematically failed to provide meal periods and rest breaks. In addition to the foregoing claims, Plaintiff brings claims for reimbursement of necessary business expenses, and derivative claims against Defendant for

1 waiting time penalties, wage statement violations, unfair business practices, and civil penalties
2 under PAGA.

3 6. Pursuant to PAGA, on October 4, 2025, Plaintiff gave written notice to the California
4 Labor and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations,
5 with certified mail service on Defendant, and paid the required filing fee. A true and correct copy
6 of Plaintiff’s Notice is attached hereto as **Exhibit 2**. On November 24, 2025, Plaintiff filed a Class
7 Action complaint, which alleges that Defendant systematically: (1) failed to pay minimum wages;
8 (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize
9 and permit rest breaks; (5) failed to indemnify necessary business expenses; (6) failed to timely
10 pay final wages at termination; (7) failed to provide accurate itemized wage statements; and (8)
11 engaged in unfair business practices.

12 7. On March 27, 2026, following leave granted by the Court, Plaintiff filed a First Amended
13 Class and Representative Action Complaint against Defendant to add a ninth cause of action for civil
14 penalties under PAGA (the “Operative Complaint”). A file-stamped copy of the Operative Complaint
15 containing the Court-assigned case number was submitted to the LWDA. To date, the LWDA has
16 not given its intention to investigate and intervene on the matter.

17 8. Defendant ardently opposes the merits of this case and denies Plaintiff’s factual
18 allegations. Defendant argues the putative Class was paid all minimum wages, overtime wages,
19 sick pay, and meal break premiums owed and that Defendant did not allow its employees to work
20 off-the-clock. Moreover, Defendant argues that it met its meal and rest period obligations, and that
21 Plaintiff and Class Members were provided with the opportunity to take all meal and rest periods
22 to which they were entitled. As for the unreimbursed business expenses, Defendant maintains it
23 reimbursed Class Members for all necessary business expenses incurred. Furthermore, to the extent
24 that Plaintiff received wage statements that were allegedly inaccurate, Defendant asserts that
25 Plaintiff suffered no actual damage or harm as a result, and that there was no knowing or intentional
26 violation. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12-05860 CRB,
27 2013 WL 622032, at *10 [“A plaintiff must adequately plead an injury arising from an employer’s
28

1 failure to provide full and accurate wage statements, and the omission of the required information
2 alone is not sufficient.”].)

3 9. With respect to Plaintiff’s claim for waiting time penalties, Defendant alleges that its
4 good-faith belief that it paid all wages precludes the imposition of waiting time penalties since
5 Plaintiff cannot prove that Defendant’s alleged failure to pay all final wages at the time of
6 separation was “willful.” (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED
7 CV 11–298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendant claims that it did
8 not engage in any unfair business practices and denies liability under PAGA. Finally, Defendant
9 also maintains the claims are improper for class treatment, in part, due to the individualized and
10 testimony-intensive nature of the wage claims that could bar class certification or significantly
11 reduce Defendant’s overall liability.

12 DISCOVERY AND INVESTIGATION

13 10. Following the filing of the complaint, the Parties met and conferred regarding an
14 agreement to mediate the claims. The Parties agreed to mediate with Jason C. Marsili, Esq., an
15 experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a
16 protocol for exchanging documents and information before the mediation. Plaintiff obtained from
17 Defendant, through informal but extensive discovery, information sufficient to meaningfully
18 evaluate the claims at issue in the action, including Plaintiff’s complete personnel file, a sample of
19 time and corresponding payroll records for Class Members, and information regarding the
20 estimated number of current and former Class Members, Workweeks, Aggrieved Employees,
21 PAGA Pay Periods, and average hourly pay.

22 11. In preparation for mediation, Plaintiff’s Counsel reviewed and analyzed all the
23 information Defendant provided, including the sample time/pay records and documents regarding
24 Defendant’s wage and hour policies. Plaintiff’s Counsel analyzed the sample records and prepared
25 a damage analysis prior to mediation. The sample time and pay records analyzed allowed Plaintiff’s
26 Counsel to prepare an analysis with a high degree of certainty. In conjunction with their extensive
27 factual investigation, Plaintiff’s Counsel also investigated the applicable law regarding the claims
28 and defenses asserted in the litigation. Accordingly, Plaintiff’s Counsel were able to evaluate the

1 probability of class certification, success on the merits, and Defendant's maximum and realistic
2 monetary exposure for all claims. Thus, Plaintiff's and his counsel's familiarity with the facts of
3 the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating
4 the Settlement.

5 12. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
6 any other pending matter or action asserting claims that will be extinguished or affected by the
7 Settlement. (Settlement, ¶ 2.6.)

8 SETTLEMENT NEGOTIATIONS

9 13. On June 23, 2026, the Parties participated in a full-day mediation with Jason C. Marsili,
10 Esq., a professional and neutral class and PAGA action mediator. The settlement negotiations were
11 at arm's length and, although conducted in a professional manner, adversarial. The Parties went
12 into the mediation willing to explore the potential for a settlement of the dispute, but each side was
13 also prepared to litigate their position through trial and appeal if a settlement had not been reached.
14 After extensive discussion regarding the merits and certifiability of Plaintiff's claims and
15 Defendant's defenses, a settlement was reached by the Parties, the material terms of which are
16 encompassed within Settlement.

17 14. In compliance with Labor Code section 2699, Plaintiff's Counsel submitted to the
18 LWDA a notice of settlement and a copy of the proposed Settlement Agreement. A true and correct
19 copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**. To date,
20 Plaintiff's administrative exhaustion period under PAGA expired without the LWDA indicating
21 its intent to investigate the alleged violations.

22 15. Class Members will not need to submit any claim form as a condition of receiving
23 individual settlement payments. (Settlement Agreement, ¶ 3.1.) Each Class Member who does not
24 opt-out will be entitled to his or her pro rata share of the Net Settlement Amount that is directly
25 proportional to the number of workweeks during which the Class Member worked in the Class
26 Period. (*Id.* at ¶ 3.2.4.) Likewise, each Aggrieved Employee will be entitled to his or her pro rata
27 share of the 35% share of PAGA Penalties that is directly proportional to the number workweeks
28 during which the Aggrieved Employee worked in the PAGA Period. (*Id.* at ¶ 3.2.5.a.) Any funds

1 remaining uncashed after 180 days from issuance will be transmitted to the California Controller's
2 Unclaimed Property Fund pursuant to the Unclaimed Property Law, California Civil Code section
3 1500, *et seq.*, in the name of the Class Member or Aggrieved Employee, thereby leaving no "unpaid
4 residue" in accordance with the requirements of California Code of Civil Procedure section 384(b).
5 (*Id.* at ¶¶ 4.2.1, 4.2.3.) The Parties agree that this disposition results in no unpaid residue, as all
6 payments to the Participating Class Members and PAGA Members will be paid out whether or not
7 these individuals cash their Settlement checks. (*Id.* at ¶ 4.2.3.) Therefore, Defendant will not be
8 required to pay any interest on such amounts. (*Id.*)

9 16. The Gross Settlement Amount ("GSA") is \$260,000.00, subject to potential increase
10 under an Escalator Clause, and is non-reversionary. (*Id.* at ¶ 3.1.) Defendants will separately pay
11 their employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*) The
12 GSA and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall
13 be fully funded by transmission of such funds to the Administrator within thirty (30) calendar days
14 of the Effective Date. (*Id.* at ¶ 4.1.) The funding date shall be advanced to the next regular business
15 day if it falls on a holiday or a weekend. (*Id.*)

16 17. The Settlement provides an escalator clause under which should the estimated number
17 of Workweeks exceed the estimated count of 7,659 by more than 10% (i.e., the number of
18 Workweeks in the Class Period exceeds 8,425.), Defendant shall increase the GSA on a pro-rata
19 basis equal to the percentage increase in the number of Workweeks worked by the Class Members
20 above 10%. (*Id.* at ¶ 7.1.) For example, if the number of Workweeks increases by 11%, the Gross
21 Settlement Amount will increase by 1%. (*Id.*) Alternatively, Defendant may elect to reduce the Class
22 and PAGA release periods so that the Workweeks during the Class Period do not exceed the 10%
23 increase threshold. (*Id.*) Defendant agrees to be prepared to inform the Court of its election at the
24 Preliminary Approval Hearing. (*Id.*)

25 18. The Settlement provides for a Class Counsel Fees Payment of not more than 35% of the
26 GSA (currently estimated to be \$91,000.00) for Plaintiff's Counsel's attorneys' fees, plus
27 reimbursement for out-of-pocket litigation costs not to exceed \$25,000.00. (*Id.* at ¶ 3.2.2.) In the
28 event the amount of actual costs is less and/or the amount of fees and costs approved by the Court

are less than the requested amounts, the difference will revert to Participating Class Members. (*Id.*) There is no fee-splitting agreement. At this time, my firm has incurred \$11,062.75 in costs, and a true and correct copy of these litigation costs is attached hereto as **Exhibit 4**.¹

19. The Settlement includes a Class Representative Service Payment to Plaintiff in an amount up to \$10,000.00 from the GSA, subject to the Court’s approval, in addition to the amount he is eligible to receive as a Class Member. (*Id.* at ¶ 3.2.1.) This amount is for initiating and providing services in support of the Action. (*Id.* at ¶ 1.14.) In the event the amount approved by the Court is less than the requested amount, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.2.1.) Plaintiff will not be receiving any additional consideration from Defendant outside of the Class Representative Service Payment and the payments to Plaintiff as a Class Member and as an Aggrieved Employee pursuant to the Settlement.

20. The Parties jointly appointed Phoenix Class Action Administration Solutions as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.2, 6.1.) The Settlement provides the Administrator will be paid an Administration Expenses Payment from the GSA, in an amount up to \$7,500.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.3.) In the event the amount of costs is less and/or the amount approved by the Court is less than the requested amount, the difference will revert to Participating Class Members. (*Id.*) A true and correct copy of the Administrator’s not-to-exceed bid of \$7,500.00 is attached hereto as **Exhibit 5**.

21. The Class is defined as all current and former hourly, non-exempt employees of Defendant in California employed during the Class Period. (*Id.* at ¶ 1.4.) For purposes of Settlement, the “Class Period” is November 24, 2021, through August 18, 2026. (*Id.* at ¶ 1.12.)

22. Aggrieved Employees are defined as all current and former hourly, non-exempt employees of Defendant in California employed during the PAGA Period. (*Id.* at ¶ 1.34.) For purposes of Settlement, the “PAGA Period” is November 24, 2024, through August 18, 2026. (*Id.* at ¶ 1.32.)

¹ Plaintiff’s Counsel can submit any invoices at the Court’s request to support Plaintiff’s Counsel’s request for reimbursement of litigation costs at final approval.

1 23. The Settlement allocates \$26,000.00 from the GSA for PAGA Penalties, which will be
2 distributed 65% (\$16,900.00) to the LWDA and 35% (\$9,100.00) to Aggrieved Employees pursuant
3 to PAGA law governing Plaintiff’s claims. (*Id.* at ¶ 3.2.5.)

4 24. Individual Class Payments will be allocated as 20% as wages and 80% as penalties and
5 interest for tax purposes. (*Id.* at ¶ 3.2.4.a.) Aggrieved Employees assume full responsibility and
6 liability for any employee taxes owed on their Individual PAGA Payment. (*Id.* at ¶ 3.2.5.a.)

7 25. The “Released Class Claims” is limited to any and all claims, debts, liabilities, demands,
8 obligations, penalties, costs, expenses, attorneys’ fees, damages, and causes of action that were
9 alleged or that reasonably could have been alleged based on the facts alleged in the Operative
10 Complaint arising during the Class Period. (*Id.* at ¶ 5.2.) The release excludes any other claims,
11 including claims for vested benefits, unemployment benefits, disability benefits, social security
12 benefits, and/or workers’ compensation benefits. (*Id.*)

13 26. The “Released PAGA Claims” is limited to all claims for civil penalties, and attorneys’
14 fees and costs, under PAGA that were alleged or that reasonably could have been alleged based on
15 the facts alleged in the Operative Complaint or the PAGA Notice. (*Id.* at ¶ 5.3.)

16 27. Under the Settlement, Plaintiff has agreed to a general release of any and all claims
17 against the Released Parties, including a release of rights pursuant to California Civil Code section
18 1542. (*Id.* at ¶¶ 5.1, 5.1.1.)

19 28. Released Parties is defined as Defendant and each of its former, present, and/or future
20 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
21 assigns, parents, subsidiaries, affiliates, agents, and any other entities or persons acting by, through,
22 under, or in concert with any of them. (*Id.* at ¶ 1.43.)

23 29. The release of all claims will be effective only upon Defendants’ funding of the GSA and
24 all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (*Id.* ¶ at 5.)

25 30. The Class Notice, Dispute Form, and Request for Exclusion Form will be mailed in
26 English and Spanish² via first-class U.S. mail to the current address of each Class Member. (*Id.* at
27

28 ² The Class Notice, Dispute Form, and Request for Exclusion Form do not need to be
translated into any other language. Class Members are proficient in English and/or Spanish.

¶¶ 1.11, 1.18, 1.30, 6.4.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement, the approximate amounts of attorneys’ fees, costs, PAGA Penalties, and service award being sought, an explanation of how the individual payments are calculated, the Final Approval Hearing information, the procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members, and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at ¶¶ 6.4-6.5, Ex. A.)

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

31. 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.

32. Based on Plaintiff’s Counsel’s analysis of the time, payroll, and records provided by Defendant and information from Plaintiff, Plaintiff’s Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Plaintiff’s Counsel considered the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. According to the data Defendant provided at mediation, there are an estimated 154 Class Members who worked approximately 7,659 Workweeks, with a weighted average hourly rate of \$33.78. Based on Defendant’s payroll data, there are also an estimated 86 former employees for Labor Code § 203 penalties, 68 employees that fall within the 1-year statute of limitations period for penalties under Labor Code § 226 and PAGA, and 1,432 biweekly pay periods during the PAGA Period.

Accordingly, I calculated Defendant’s potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Amount
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Unpaid Wages (Regular Rate of Pay)	7,659 Workweeks	\$33.78 average rate of pay	Negligible, if any	Negligible, if any value
Unpaid Wages (Off-the-Clock Work)	7,659 Workweeks	\$33.78 average rate of pay	6,383 unpaid hours (assumes 10 minutes per shift) (assumes 90% overtime)	\$31,264.57**
Meal Period Violations	7,659 Workweeks	\$33.78 average rate of pay	19,148 unique meal break violations (assumes 50% violation rate)	\$161,704.86*
Rest Break Violations	7,659 Workweeks	\$33.78 average rate of pay	19,148 unique rest break violations (assumes 50% violation rate for shifts of at least 3.5 hours)	\$64,681.94**
Unreimbursed Business Expenses	7,659 Workweeks	\$50 per month	Assumes \$50 per month	\$9,573.75**
Labor Code §203	Based on approximately 86 terminated employees	\$33.78 average rate of pay / 30- day max.	Assumes 8 hours/day	\$34,860.96***
Labor Code §226	Based on approximately 68 class members within the 1- year statute of limitations	\$50 for initial violation; \$100 for each subsequent pay period with \$4,000 employee maximum	Based on 1,432 pay periods within the 1-year SOL	\$13,600.00***
PAGA	Based on 1,432 pay periods within the 1- year SOL statute of limitations	\$100 per pay period	Based on 1,432 pay periods within the 1-year SOL	\$7,160.00***
Total for Class Claims				\$322,846.09
* This figure is 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.				

1 33. Plaintiff's unpaid wages claim is based in part on allegations that Defendant failed to
2 incorporate all remuneration, including non-discretionary bonuses, into Class Members' regular
3 rate of pay for purposes of paying overtime, meal premium, and sick pay. However, Plaintiff's
4 Counsel reviewed the sample records Defendant produced and determined there was an insufficient
5 basis to establish a Labor Code violation on a class-wide basis. In addition, Defendant argues any
6 bonuses at issue were discretionary, and therefore Defendant was not required to incorporate those
7 payments into the regular rate. Accordingly, the **regular rate claim was determined to have**
8 **negligible, if any, value.**

9 34. Plaintiff's unpaid wages claim is also based in part on allegations that Defendant did
10 not compensate Class Members for off-the-clock work. According to Plaintiff, Defendant regularly
11 pressured Class Members to arrive 30 minutes to one hour before their scheduled start times.
12 Defendant expected Class Members to be fully prepared and ready to commence working at the
13 start of their scheduled shifts while compensating them only for their scheduled hours. In addition,
14 Class Members were required to put away tools, organize paint supplies and materials, clean work
15 areas, and complete other closing tasks necessary to prepare for the following workday, without
16 compensation. For purposes of mediation, I assumed, based on information from Plaintiff, that
17 each Class Member performed 10 minutes of unpaid work each shift, and thereby arrived at 6,383
18 cumulative unpaid hours, 90% of which is estimated to be overtime, resulting in an estimated
19 maximum exposure of \$312,645.72. However, Defendant argues employee timesheets accurately
20 reflect work hours, that employees were compensated for all hours worked, and that Defendant did
21 not require or permit the Class to work outside of their scheduled shift times. Although I believe
22 there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying
23 this claim and proof on the merits. Certification and proof of this claim would require declarations
24 from Class Members and obtaining such declarations could potentially reveal that each Class
25 Member had a different experience with respect to clocking in and working off-the-clock.
26 Additionally, "off-the-clock" claims are difficult to be tried on a class wide basis because there is
27 no apparatus that can be used to prove this claim – e.g. there are no records to be used as evidence.
28

1 Therefore, I applied a 90% discount to the maximum exposure figure; accordingly, I arrived at a
2 **realistic damage estimate of \$31,264.57 for the unpaid off-the-clock work claim.**

3 35. As discussed above, Plaintiff's meal period claim is based on allegations that due to the
4 nature of their work, Class Members' meal breaks were often interrupted, and sometimes missed
5 altogether. Plaintiff alleges that Defendant regularly required Plaintiff and Class Members to work
6 in excess of five consecutive hours without providing a 30-minute, continuous and uninterrupted,
7 duty-free meal period, or without compensating Plaintiff and Class Members for meal periods that
8 were not provided by the end of the fifth hour of work or tenth hour of work. Based on information
9 from Plaintiff and for purposes of mediation, Plaintiff's Counsel assumed a 50% violation rate and
10 thereby assessed 19,148 identifiable meal period violations, resulting in an estimated maximum
11 exposure of \$646,819.44. However, Defendant contends that many compliant meal breaks were
12 taken and that where a violation appears, it was a result of employees voluntarily waiving their
13 break rights. Furthermore, Defendant argues this claim is improper for class treatment, in part,
14 given the individualized nature of assessing non-compliant meal periods and resulting damages.
15 Although I believe there is merit to this claim, I acknowledge the foregoing presents some risk
16 with certifying this claim and proof on the merits. Certification and proof of this claim would
17 require declarations from Class Members and obtaining such declarations potentially would reveal
18 that each Class Member had a different experience with respect to meal periods. Therefore, I
19 believe a 75% discount to the maximum exposure figure is warranted. Applying this discount, I
20 accordingly arrived at a **realistic damage estimate of \$161,704.86 for the meal period claim.**

21 36. As discussed above, Plaintiff's rest period claim is based on allegations that due to the
22 nature of their work, Class Members' rest periods were often interrupted, and sometimes missed
23 altogether. I assumed, based on information from Plaintiff, a 50% violation rate for shifts of at
24 least 3.5 hours. Plaintiff's Counsel thus determined that there are 19,148 unique rest period
25 violations and that Defendants did not pay any premium wages, resulting in an estimated maximum
26 exposure of \$646,819.44. Defendant maintains that it complied with all its rest period obligations
27 and that the putative Class was provided with the opportunity to take all rest periods to which they
28 were entitled or otherwise voluntarily waived breaks. Moreover, Defendant argues this claim is

1 improper for class treatment, in part, given the individualized nature of assessing non-compliant
2 rest periods and resulting damages. Although I believe there is merit to this claim, I acknowledge
3 the foregoing presents significant risk with certifying this claim and proof on the merits,
4 particularly as rest periods were not recorded nor are they required to be recorded under California
5 law. Certification and proof of this claim would require declarations from Class Members and
6 obtaining such declarations potentially could reveal that each Class Member had a different
7 experience with respect to rest periods. Therefore, I applied a 90% discount to the maximum
8 exposure. Applying this discount, I accordingly arrived at **a realistic damage estimate of**
9 **\$64,681.94 for the rest period claim.**

10 37. As discussed above, Plaintiff's claim for unreimbursed business expenses is based on
11 allegations that Class Members were not reimbursed for expenses incurred in direct discharge of
12 their duties, e.g. for the purchase of protective equipment and use of their personal cellphones. For
13 purposes of mediation and on information from Plaintiff, Plaintiff's Counsel assumed Defendant
14 failed to reimbursement Class Members \$50.00 per month per Class Member, resulting in a
15 maximum liability of \$95,737.50. However, Defendant argues that it complied with all of its
16 reimbursement obligations and to the extent it failed to reimburse any Class Member, which it
17 disputes, it was a result of the Class Member not requesting reimbursement. This claim also
18 presents difficulties with certification because of the individualized nature of employees' expenses.
19 Certification and proof of this claim would require declarations from Class Members and obtaining
20 such declarations potentially could reveal that each Class Member had a different experience with
21 respect to unreimbursed business expenses. Accordingly, I applied a 90% discount to the maximum
22 exposure. Applying this discount, I arrived at **a realistic damage estimate of \$9,573.75 for the**
23 **unreimbursed business expenses claim.**

24 38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
25 estimated that Defendant's realistic potential liability is **\$55,620.96**. While Defendant's maximum
26 potential liability for waiting time penalties is \$697,219.20 based on approximately 86 terminated
27 class members within the relevant time period, \$272,000.00 for inaccurate wage statements based
28 on approximately 68 class members within the 1-year statute of limitations, and \$143,200.00 for

1 PAGA penalties based on the Court assessing a \$100 penalty for each pay period (1,432 pay
2 periods), I believe that it would be unrealistic to expect the Court to award the full \$1,112,419.20
3 in penalties given Defendant's defenses and the discretionary nature of PAGA penalties.
4 Considering that the underlying wage claims are realistically estimated to be \$267,225.13 awarding
5 such a disproportional amount in penalties would also raise Due Process concerns. Weighing these
6 factors, I applied a 95% discount to each penalty (resulting in \$34,860.96 for waiting time
7 penalties, \$13,600.00 for inaccurate wage statement penalties, and \$7,160.00 for PAGA penalties),
8 and arrived at **\$55,620.96 for statutory and civil penalties.**

9 **39. Using these estimated figures, Plaintiff predicted that the realistic recovery for all**
10 **claims, including penalties, would be \$322,846.09.** This means that the \$260,000.00 settlement
11 figure represents approximately 80.5% of the realistic maximum recovery. This is an excellent
12 result for the Class, particularly because, under the proposed Settlement, Class Members will
13 receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

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

17 41. Plaintiff's Counsel is also of the opinion that because the issues here are fairly
18 contested, there is a possibility of the Court not awarding PAGA penalties even if Plaintiff
19 prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. In
20 other words, were this matter to go to trial, any award granted would be at the discretion of the
21 Court and subject to a substantial reduction.

22 42. The Settlement obviates the significant risk that this Court may deny certification of all
23 or some of Plaintiff's claims. Furthermore, even if Plaintiff was able to pursue his claims on a
24 class-wide basis and thereafter obtained certification of all or some of the claims, continued
25 litigation would be expensive, involving a trial and possible appeals, and would substantially delay
26 and reduce any recovery by the Class Members.

27 43. This Settlement avoids the risks and the accompanying expense of further litigation.
28 Although the Parties have engaged in a significant amount of investigation, informal discovery and

1 class-wide data analysis, they have not conducted extensive formal discovery. Moreover,
2 preparation for class certification and a trial would remain for the Parties as well as the prospect
3 of appeals in the wake of a disputed class certification ruling for Plaintiff and/or adverse summary
4 judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs
5 through trial.

6 44. The Net Settlement Amount available for settlement payments is no less than
7 **\$100,500.00** for an estimated Class size of **154 individuals**.³ As a result, it is estimated each
8 Participating Class Member is eligible to receive an average benefit of approximately **\$652.60**
9 prior to tax withholdings on the wage portion of payments. Considering Class Members' average
10 hourly rate is \$33.78, the average benefit is approximately **19.32 hours of work**. Additionally,
11 there are **68 Aggrieved Employees** who are expected to receive an average of **\$133.82** from the
12 total Individual PAGA Payments of \$9,100.00, or a **PAGA workweek value of \$3.18** based on
13 the 1,432 pay periods, or 2,864 weeks, during the PAGA Period. The actual amounts to
14 Participating Class Members and Aggrieved Employees will vary based on each individual's
15 duration of work during the Class Period or PAGA Period, respectively; thus, those who worked
16 longer for Defendant during the relevant period will receive a benefit greater than the average
17 estimated amount. Based on 7,659 Workweeks, **the average Workweek value is estimated to be**
18 **\$13.12**. Assuming a Class Member worked one Workweek, the estimated lowest Individual Class
19 Payment is \$13.12. There are approximately 247 Workweeks in the Class Period of November 24,
20 2021 to the August 18, 2026. Assuming a Class Member worked for the entire duration of this
21 period, the estimated highest Individual Class Payment is \$3,240.64 (\$13.12 Workweek value x
22 247 Workweeks). Assuming an Aggrieved Employee worked one week, the lowest Individual
23 PAGA Payment is estimated to be \$3.18 (\$3.18 average PAGA workweek value x 1 workweek).
24 There are approximately 90 weeks in the PAGA Period of November 24, 2024, to August 18, 2026.

25
26 ³ The Net Settlement Amount is at least \$260,000 less the following: \$10,000 for the Class
27 Representative Service Payment, \$7,500.00 for the Administration Expenses Payment, \$26,000 for
28 the PAGA Penalties payments to the LWDA and to Aggrieved Employees, \$91,000.00 for Class
Counsel's attorneys' fees, and up to \$25,000.00 for Class Counsel's litigation costs. (Settlement
Agreement, ¶¶ 1.28, 3.1-3.2.5.)

1 Assuming an Aggrieved Employee worked for the entire duration of this period, the highest
2 Aggrieved Employee Payment is estimated to be \$286.20 (\$3.18 average PAGA workweek value
3 x 90 weeks). Accurate estimates of the high, low, and average payments will be provided to the
4 Court in Plaintiff's Motion for Final Approval after the Administrator has processed the Class Data
5 and will be provided to the Court in a motion for final approval.

6 45. The proposed settlement of \$260,000.00 therefore represents a substantial recovery
7 when compared to Plaintiff's reasonably forecasted recovery. When considering the risks of
8 litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary
9 to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement
10 amount of \$260,000.00 is within the "ballpark" of reasonableness, and preliminary settlement
11 approval is appropriate.

12 THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

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

25 47. At the same time, Plaintiff faced many risks in adding himself as the Class
26 Representative in this matter. Plaintiff faced actual risks with his future employment, as putting
27 himself on public record in an employment lawsuit could affect his likelihood for future
28

1 employment. For example, a search of Plaintiff's name will reveal this action, and as a result, many
2 employers may forego hiring Plaintiff in learning he sued a former employer.

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

9 49. Plaintiff worked for Defendant for approximately 188 weeks from the beginning date
10 of Class Period, November 24, 2021 until July 2025 (when he stopped working for Defendant) and
11 for approximately 31 weeks from the beginning date of the PAGA Period, November 24, 2024, to
12 July 2025. As a result, Plaintiff's Individual Class Payment is estimated to be \$2,466.56 (\$13.12
13 Workweek value x 188 Workweeks), and Plaintiff's Individual PAGA Payment is estimated to be
14 \$98.58 (\$3.18 average PAGA workweek value x 31 weeks). Plaintiff will provide accurate
15 estimates to the Court in Plaintiff's Motion for Final Approval.

16 50. This class action would not have been possible without the aid of Plaintiff, who put his
17 own time and effort into this litigation and placed himself at risk for the sake of the Class. The
18 requested service payment to Plaintiff for his service as the Class Representative is a relatively
19 small amount of money considering the time and effort put into the litigation and compared to
20 enhancements granted in other class actions. The requested service payment is therefore reasonable
21 to compensate Plaintiff for his service and active participation in this lawsuit.

22 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

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

1 **Exhibit 7** and **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my
2 Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53%
3 x \$1,019)). Accordingly, my current billing rate of \$950.00 per hour is reasonable.

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

1 *LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.*
2 (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC*
3 (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup*
4 *Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

5 ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

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

17 58. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual hourly rate in
18 wage and hour litigations. Based on Mr. Feghali's nearly 12 years of experience, his Laffey Matrix
19 rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)).
20 (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr.
21 Feghali's billing rate of \$900.00 per hour is reasonable.

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

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

- 1 (b) Mr. Feghali prepared the briefing in a contested class certification motion in
2 the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790),
3 which was granted in part.
- 4 (c) Mr. Feghali prepared the briefing in a contested class certification motion in
5 the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397), which is not
6 currently scheduled for hearing.
- 7 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class
8 certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc.,*
9 *et al.* (No. 19STCV44400), which was granted, in part, and denied, in part,
10 in October 2022.
- 11 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the
12 matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV
13 20-1448 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage
14 and hour class alleging that Plaintiff's claims were pre-empted by the Labor
15 Management Relations Act.
- 16 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian*
17 *Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL
18 6333905, at *1. There, the Court of Appeal reversed a dismissal of an
19 individual defendant following the trial court's granting of a demurrer
20 without leave to amend relating to alter ego allegations.
- 21 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the
22 matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 13, 2018) No.
23 2:17-cv-09056-RSWL-MRWx, 2018 WL 1352910. Defendants there
24 sought to remove the case based on the inclusion of a "sham defendant," but
25 the court agreed with Mr. Feghali's briefing which argued that the individual
26 defendant, who was alleged to have harassed the plaintiff under FEHA, was
27 a proper defendant.
- 28

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

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

10 60. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing
11 employees in wage and hour class and PAGA representative actions. His fee has been approved by
12 Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and
13 resolution of over 100 wage and hour class actions, including obtaining preliminary and final
14 approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead
15 class counsel includes the following: *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876)
16 (\$5,000,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000);
17 *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000); *Aquino v.*
18 *Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No.
19 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-
20 CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000);
21 *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate*
22 *Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No.
23 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000);
24 *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The Roman*
25 *Catholic Bishop of Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.*
26 (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591)
27 (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members); *Cha v. Center*
28 *Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No.

1 BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972)
2 (\$750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252)
3 (\$1,250,000).

4 ENZO NABIEV'S EXPERIENCE AND QUALIFICATIONS

5 61. Enzo Nabiev is an associate attorney at Moon Law Group, PC. Mr. Nabiev represents
6 employees in all aspects of employment litigation, including wage and hour class action and
7 representative actions involving claims related to overtime and minimum wages, meal and rest
8 break violations, improper wage statements, the California Private Attorneys General Act and
9 unfair business practices.

10 62. Mr. Nabiev received his Bachelor of Arts in Political Science from the University of
11 California, Berkeley and his Juris Doctorate from The George Washington University Law School,
12 where he served as a member of the Federal Circuit Bar Journal. He also served as a Judicial Extern
13 for the Honorable William Nooter of the Superior Court of the District of Columbia.

14 63. Mr. Nabiev is a member in good standing with the California State Bar and in the United
15 States District Court for the Central and Northern Districts. Mr. Nabiev's billing rate is \$750.00
16 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Nabiev's 6
17 years of experience, his Laffey Matrix rate with a 2.53% adjustment is \$640 per hour (\$625 Laffey
18 Matrix rate + (2.53% x \$625)). (See Ex. 6.) As compared to the Laffey Matrix rate and when
19 considering his experience, Mr. Nabiev's billing rate of \$750.00 per hour is reasonable.

20 64. During his employment with Moon Law Group, PC, he has played a critical role in
21 obtaining outstanding results for employees who have been wronged by their employers. His
22 litigation experience includes, but is not limited to:

23 (a) In August 2025, Mr. Nabiev prepared the briefing in the matter of *Slaughter v.*
24 *Finlite, Inc.* (Alameda Case No.: 22CV018565), which resulted in a certification
25 order following contested briefing in a wage and hour class action.

26 (b) In March 2023, he prepared the briefing in *Aguirre JR. v. B.W Packaging*
27 *Systems. et al.*, No. 222CV04980ODWGJSX, 2023 WL 2605016 (C.D. Cal.
28 Mar. 22, 2023), which resulted in a remand order where defendant's removal

1 was based on CAFA jurisdiction.

2 (c) In April 2022, he fully briefed, argued, and won in the Court of Appeal in the
3 Fourth Appellate District, regarding the issue of whether a pre-dispute
4 arbitration agreement is enforceable under the Federal Arbitration Act when
5 it includes a contractual waiver of representative claims under PAGA.

6 (d) In February 2022, he briefed a motion for class certification in *Brown v. NTI-*
7 *CA, Inc.* (LASC No. 21STCV04397) where Defendant elected to file
8 bankruptcy.

9 (e) In September 2021, he fully briefed, argued, and won an Opposition to a
10 Motion for Summary Adjudication in the matter of *Dorsey v. Circa Tile &*
11 *Stone, Inc.* (LASC Case No: 19STCV08365) where Defendant attempted to
12 release individual claims under PAGA on behalf of each employee who
13 executed a release agreement.

14 (f) In May 2021, he fully briefed and won an Opposition to a Motion to Compel
15 Arbitration in the matter of *Morales v. Precision Aerospace Corp.* (Case No:
16 CIV-DS2006541) where Defendant attempted to compel individual
17 arbitration and dismiss class action claims based on Plaintiff's signed
18 arbitration agreement within an employee handbook. There, the matter was
19 settled on a class-wide basis for \$900,000.00.

20 (g) In December 2020, he fully briefed, argued, and won an Opposition to a
21 Motion for Summary Judgment in the matter of *Gonzalez v. Lipscomb* (LASC
22 Case No: 19STCV10352) where he successfully established triable issues of
23 material facts of whether a general manager of a hotel is considered a joint
24 employer for purposes of liability for wage & hour violations.

25 (h) He has participated in the litigation and resolution of approximately 100 wage
26 and hour class actions, including obtaining preliminary and final approval of
27 settlements on the first attempt.

28 PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

28 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

1 69. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up
2 to 35% of the GSA, plus actual costs and expenses not to exceed \$25,000.00. (Settlement, ¶ 3.2.2.)
3 The proposed award of attorneys' fees to Class Counsel in this case can be justified under either
4 the lodestar or percentage/common fund recovery method. Plaintiff's Counsel, however, intend to
5 base the proposed award of fees on the percentage method as many of the entries in the time records
6 will have to be redacted to preserve attorney-client and attorney work product privileges.

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

11 71. It is further estimated that my office will need to expend at least another 50 to 100 hours
12 to monitor the process leading up to the final approval and payments made to the class. My office
13 also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

14 72. The risk to my office has been very significant, particularly if we were not successful
15 in pursuing this class action. In that case, we would have been left with no compensation for all
16 the time taken in litigating this case. Indeed, I have taken on a number of class action cases that
17 have resulted in thousands of attorney hours being expended and ultimately having the defendant
18 company filing for bankruptcy. The contingent risk in these types of cases is very real and occurs
19 regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could
20 have resulted in a larger, and less risky, monetary gain.

21 73. Because most individuals cannot afford to pay for representation in litigation on an
22 hourly basis, Moon Law Group, PC represents virtually all of its employment law clients on a
23 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
24 we prevail at trial or successfully settle our clients' cases. Because Moon Law Group, PC is taking
25 the risk that we will not be reimbursed for our time unless our client settles or wins his or her case,
26 we cannot afford to represent an individual employee on a contingency basis if, at the end of our
27 representation, all we are to receive is our regular hourly rate for services. It is essential that we
28

1 recover more than our regular hourly rate when we win if we are to remain in practice so as to be
2 able to continue representing other individuals in civil rights employment disputes.

3 74. As of the drafting of this motion, my office has incurred \$11,062.75 in expenses
4 litigating this action, and we anticipate accruing additional costs up to Final Approval of the
5 Settlement. These expenses were reasonably necessary to the litigation and were actually incurred
6 by my office. They should be reimbursed in full, up to the maximum amount allowed in the
7 Settlement Agreement. These to-date expenses are summarized as follows:

- 8 (a) “LWDA Fee” of \$75: cost for submitting Plaintiff’s PAGA Notice to the
9 LWDA;
- 10 (b) “One Legal - Complaint” of \$1,499.87: costs for initial case filing fee for
11 initiating Plaintiff’s action;
- 12 (c) “Jason Marsili mediation” of \$9,000.00: cost for mediation services;
- 13 (d) “One Legal” and “Ace” of \$487.88: costs for purchasing court documents,
14 and for filing and serving various documents during this Action.

15 75. My office invested significant time and resources into the case, with payment
16 deferred to the end of the case, and then, of course, contingent on the outcome. My office’s efforts
17 included, without limitation, the following:

- 18 (a) Numerous interviews with the Plaintiff and review of documents provided
19 by him;
- 20 (b) Legal research and investigation regarding the Defendant’s practices at
21 numerous points in the litigation;
- 22 (c) Preparation of multiple drafts of the original class action complaint and the
23 first amended complaint, finalization and filing of the complaints;
- 24 (d) Extensive “meet and confer” correspondence and discussions with
25 Defendant’s counsel to obtain relevant documents and information through
26 informal discovery;
- 27 (e) Contacting witnesses;
- 28 (f) Analysis of the audit results and preparation of a damages model;

- (g) Research and preparation of Plaintiff's mediation brief;
- (h) Attendance at mediation;
- (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and attachments;
- (j) Drafting and managing pleadings issues to streamline the approval process; and
- (k) Preparation of the motion for preliminary approval.

76. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has been reached that includes a settlement payment by Defendant of \$260,000.00 to compensate settlement Class Members for Defendant's wage and hour practices. I am informed and believe that, without the efforts of my office, the Labor Code and Wage Order violations alleged in the 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 September 30, 2026, at Los Angeles, California.

Kane Moon

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
5 Angeles, California 90017. On **September 30, 2026**, I served the foregoing document described
as:

6 **DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

7 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
8 addressed as follows:

9 Attorneys for Defendant

10
11 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the
12 parties to accept electronic service, I caused the documents to be sent to the persons at
the electronic service addresses listed above via third-party cloud service **CASE**
ANYWHERE. I did not receive an error message.

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

15 Executed this, **September 30, 2026** at Los Angeles, California.

16 Ivette Hernandez
17 Type or Print Name

/s/ Ivette Hernandez
Signature