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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LEONARDO SOTO and MARIELA VALDEZ, individually, and on behalf of all others similarly situated,

Plaintiffs,

vs.

HYPONEX CORPORATION, a Delaware corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV07553

CLASS AND REPRESENTATIVE ACTION

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

[*Filed concurrently with Plaintiffs' Notice of Motion and Memorandum of Points and Authorities, the Declaration of James Hawkins, the Declaration of Jodey Lawrence, the Declaration of Plaintiff Soto, the Declaration of Plaintiff Valdez, and [Proposed] Preliminary Approval Order*]

PRELIMINARY APPROVAL HEARING:
Date: March 11, 2027
Time: 10:30 a.m.
Dept.: 12
Judge: Hon. Carolyn B. Kuhl

Action Filed: April 6, 2023
Trial Date: None set

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DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Leonardo Soto ("Plaintiff Soto") and, together with co-counsel James Hawkins APLC, for Plaintiff Mariela Valdez ("Plaintiff Valdez") (collectively, "Plaintiffs") and the putative Class. I have personal knowledge of the matters set forth herein and if called as a witness, I could and would testify competently to the facts described herein.

CASE BACKGROUND AND PROCEDURAL HISTORY

2. This is a wage-and-hour class and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiffs seek to represent a class of all current and former non-exempt, hourly-paid employees who were employed by Defendant Hyponex Corporation ("Defendant") (together with Plaintiffs, the "Parties") and worked for Defendant in California at any time during the period from April 6, 2019, to March 1, 2026. A true and correct copy of the fully executed Class and PAGA Action Settlement Agreement (the "Settlement") is attached hereto as **Exhibit 1**. The proposed Class Notice is attached to the Settlement as Exhibit A.

3. Defendant Hyponex Corporation specializes in lawn and garden care products and is a brand and wholly owned subsidiary of The Scotts Miracle-Gro Company. Defendant employed Plaintiffs and other non-exempt, hourly-paid employees in California during the relevant period. Throughout their employment, Plaintiffs were classified as non-exempt and were subjected to the same alleged unlawful labor practices as their coworkers, including the failure to pay wages for all hours worked.

4. Plaintiffs' claim for unpaid minimum and overtime wages stems from allegations that Defendant failed to compensate Plaintiffs and other Class Members for off-the-clock work, including time spent changing into and out of uniforms before clocking in and after clocking out and time spent filling out timecards through a timekeeping application, and that Defendant failed to incorporate all non-discretionary bonuses and other remuneration into employees' regular rate of pay for purposes

of paying overtime, meal period premiums, and sick pay. Plaintiffs' meal and rest period claims are based on allegations that, due to the nature of their work, Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-compliant breaks. Plaintiffs further bring a claim for unreimbursed necessary business expenses based on allegations that Class Members were required to use their personal cellphones to clock in and out through a time tracking application without reimbursement from Defendant. Finally, Plaintiffs also bring derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

5. Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff Soto filed a class action on April 6, 2023, which alleges Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business practices. On June 8, 2023, Plaintiff Soto filed a First Amended Class Action and Representative Action Complaint adding a ninth cause of action for civil penalties under PAGA.

6. Pursuant to PAGA, on April 4, 2023, Plaintiff Soto gave written notice by online submission to the California Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code violations, with certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff Soto's PAGA Notice is attached hereto as **Exhibit 2**.

7. On January 11, 2024, Plaintiff Valdez filed a class action against Defendant in the Riverside County Superior Court, Case No. CVRI2400157, and on March 19, 2024, Plaintiff Valdez filed a PAGA representative action against Defendant in the Riverside County Superior Court, Case No. CVRI2401506 (collectively, the "Valdez Actions"). In connection with the Valdez Actions, Plaintiff Valdez gave written notice to the LWDA and Defendant of the alleged Labor Code violations. A true and correct copy of Plaintiff Valdez's PAGA Notice is attached as Exhibit to the

Declaration of James Hawkins in Support of Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action filed concurrently herewith.

8. More than 65 days elapsed after Plaintiffs provided their respective PAGA notices, and the LWDA did not indicate its intent to investigate the alleged violations or intervene in this action. On April 30, 2026, pursuant to the Settlement, Plaintiffs filed a Second Amended Class Action and Representative Action Complaint, which added Plaintiff Valdez as an additional named plaintiff and proposed Class Representative and incorporated the claims alleged in the Valdez Actions into this action for purposes of settlement and Court approval (the "Operative Complaint").

9. Defendant denies Plaintiffs' factual allegations and the merits of this case. Defendant asserts it complied with all of its compensation obligations, including compensating Class Members for any and all off-the-clock work and overtime work, and therefore, Plaintiffs and other Class Members were paid all wages owed. Defendant argues it did not fail to incorporate any non-discretionary bonuses or other remuneration into the regular rate of pay for purposes of paying overtime, meal period premiums, and sick pay, and that all bonuses were discretionary. Defendant maintains compliance with all of its meal and rest period obligations and contends that Plaintiffs and other Class Members were provided the opportunity to take all meal and rest periods to which they were entitled or otherwise voluntarily waived breaks. Defendant asserts it complied with all of its reimbursement obligations. With respect to the wage statement claim, Defendant asserts that employees suffered no actual injury or harm, and with respect to the waiting time penalty claim, Defendant asserts that any failure to pay all final wages at the time of separation was not willful. For these reasons, among others, Defendant denies all of Plaintiffs' claims and allegations, denies that it engaged in any unfair business practices, and denies liability under PAGA. Defendant also maintains the claims are improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that could bar class certification or significantly reduce Defendant's overall liability.

DISCOVERY AND INVESTIGATION

10. The Parties agreed to mediate this action with Lisa Klerman, Esq., a professional,

neutral mediator. In preparation for mediation, the parties engaged in both formal and informal discovery. On August 22, 2023, Plaintiff Soto served Defendant with a set of Requests for Production of Documents and a set of Special Interrogatories, and Defendant served its responses on October 13, 2023. The parties thereafter met and conferred regarding Defendant's discovery responses and agreed to use the Belaire-West notice process and data sampling. Through this process, Plaintiffs obtained from Defendant documents and data that were necessary and helpful to evaluate the claims asserted in this action, including a class list, a sample of time and payroll records, Defendant's policy documents, and information regarding the estimated number of current and former Class Members, Workweeks, Aggrieved Employees, and PAGA Pay Periods.

11. In preparation for mediation, Plaintiffs' Counsel reviewed and analyzed all of the information and documents Defendant produced, including the sample time and pay records and documents regarding Defendant's wage-and-hour policies. Plaintiffs' Counsel retained a statistics expert, Berger Consulting Group, to analyze the sample records and prepare a damage analysis prior to mediation. The time and pay records analyzed contained 119,938 shifts worked and covered 228 of the approximately 285 Class Members (approximately 80% of the putative class), which allowed Plaintiffs' expert to prepare an analysis with a high degree of certainty. In conjunction with their extensive factual investigation, Plaintiffs' Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiffs' 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, Plaintiffs' and their Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

13. On June 6, 2025, the Parties participated in mediation with Lisa Klerman, Esq., an experienced and neutral class and PAGA action mediator. The negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to

litigate their position through trial and appeal if a settlement had not been reached. The Parties subsequently reached a global resolution of the Actions, as memorialized in the Settlement.

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

KEY TERMS OF SETTLEMENT

15. Gross Settlement Amount and Funding: The Gross Settlement Amount ("GSA") is $700,000.00 and is non-reversionary. (Settlement, ¶ 3.1.) Defendant will separately pay its employer-share of payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*) Within thirty (30) calendar days of the Effective Date, Defendant will fund the Gross Settlement Amount and its employer-share of payroll taxes into the Qualified Settlement Fund established and maintained by the Administrator. (*Id.* at ¶ 4.3.)

16. Class Representative Enhancement Awards: The Settlement provides for Class Representative Enhancement Awards to Plaintiffs in an amount not more than $7,500.00 each, for a total of $15,000.00, in addition to the Individual Class and PAGA Payments they are eligible to receive. (*Id.* at ¶ 3.2.1.) If the Court approves a lesser amount, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id.*)

67. Class Counsel Fees Payment and Class Counsel Litigation Costs Payment: The Settlement permits a Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, currently estimated to be $233,333.33 and a Class Counsel Litigation Costs Payment of not more than $50,000.00. (*Id.* at ¶ 3.2.2.) If the Court approves payments less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id.*) To date, Moon Law Group, PC has incurred $30,187.42 in litigation costs. A true and correct copy of a report showing current costs is attached hereto as **Exhibit 4**. Pursuant to a Joint Prosecution Agreement between Moon Law Group, PC and James Hawkins APLC, consented to by Plaintiffs, the firms will divide any fee award 70% to Moon Law Group, PC and 30% to James Hawkins APLC, regardless

of whether the award is based on a common fund or lodestar analysis, and each firm will be reimbursed for its respective costs actually incurred.

17. Administration Expenses Payment: "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix"), the neutral entity the Parties have agreed to appoint to administer the Settlement following a competitive bidding process, or such other settlement administrator as may be approved by the Court. (*Id.* at ¶ 1.2.) The Administration Expenses Payment will not exceed $8,250.00, except for a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) To the extent actual expenses are less, or the Court approves payment less than the requested amount, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id.*) A true and correct copy of Phoenix's quote for $8,250.00 is attached hereto as **Exhibit 5**.

18. Aggrieved Employees; PAGA Penalties; Individual PAGA Payments: "Aggrieved Employee" means all current and former non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA Period. (*Id.* at ¶ 1.4.) The PAGA Period is April 6, 2022 to March 1, 2026. (*Id.* at ¶ 1.31.) The Settlement allocates $50,000.00 for PAGA Penalties, with $37,500.00, or 75%, allocated to the LWDA and $12,500.00, or 25%, allocated to Aggrieved Employees. (*Id.* at ¶ 3.2.5.) The Administrator will calculate each Individual PAGA Payment based on each Aggrieved Employee's PAGA Pay Periods during the PAGA Period. (*Id.* at ¶ 3.2.5.1.) There are an estimated 173 Aggrieved Employees who worked approximately 10,380 PAGA Pay Periods. As a result, the estimated average Individual PAGA Payment is $72.25 ($12,500 / 173 Aggrieved Employees).[1] The estimated average PAGA Pay Period value is $1.20 ($12,500 / 10,380 PAGA Pay Periods).

19. Net Settlement Amount: The Net Settlement Amount is the Gross Settlement Amount, less the Individual PAGA Payments, LWDA PAGA Payment, Class Representative Enhancement Awards, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and Administration Expenses Payment, in amounts approved by the Court. (*Id.* at ¶ 1.27.) The remainder will be paid to

[1] At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data. The high and low range of payments will be provided to the Court in a motion for final approval.

Participating Class Members through Individual Class Payments. (*Id.*) The Net Settlement Amount is estimated to be $343,416.67.[2]

20. Class Members and Class Period: The Class is defined as all current and former non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period. (*Id.* at ¶ 1.5.) The Class Period is the period from April 6, 2019, to March 1, 2026. (*Id.* at ¶ 1.12.) Based on Defendant's records, there are approximately 285 Class Members who collectively worked 25,826 Workweeks. (*Id.* at ¶ 4.1.)

21. Individual Class Payments: Each Individual Class Payment will be calculated by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying that result by the number of Workweeks worked by each individual Participating Class Member. (*Id.* at ¶ 3.2.4.) The estimated average Individual Class Payment is $1,204.97 ($343,416.67 Net Settlement Amount / 285 Class Members). The estimated average Workweek value is $13.30 ($343,416.67 Net Settlement Amount / 25,826 Workweeks).

22. Tax Allocations: Thirty percent (30%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims, subject to tax withholding and reported on IRS Form W-2, and the remaining seventy percent (70%) will be allocated to settlement of claims for penalties and interest and reported on IRS Form 1099. (*Id.* at ¶ 3.2.4.1.) Individual PAGA Payments will be treated as one hundred percent (100%) penalties, will not be subject to withholdings, and will be reported on IRS Form 1099. (*Id.* at ¶ 3.2.5.1.)

23. Disbursement and Uncashed Funds: Within fourteen (14) calendar days after Defendant fully funds the amounts owed under the Settlement, the Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, and the Class Representative Enhancement Awards. (*Id.* at ¶ 4.4.) Individual Class

[2] The estimated Net Settlement Amount was calculated by deducting the following from the $700,000.00 Gross Settlement Amount: $15,000.00 for the Class Representative Enhancement Awards ($7,500.00 to each Plaintiff); $233,333.33 for the Class Counsel Fees Payment; $50,000.00 for the Class Counsel Litigation Costs Payment; $8,250.00 for the Administration Expenses Payment; and $50,000.00 for the PAGA Penalties.

Payment and Individual PAGA Payment checks will state a void date not less than 180 days after mailing. (*Id.* at ¶ 4.4.1.) For any Class Member whose Individual Class Payment and/or Individual PAGA Payment remains uncashed after the void date, the Administrator will cancel the checks and transmit the funds to the California State Controller's Office to be held under the Unclaimed Property Law in the name of the individual who failed to timely cash the check. (*Id.* at ¶ 4.4.3.)

24. Releases: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the allegations stated in the Operative Complaint including claims for unpaid minimum and overtime wages, meal and rest break violations, unreimbursed business expenses, late/inaccurate final pay, wage statement violations, and unfair business practices for the Class Period. (*Id.* at ¶ 5.2.) Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the allegations in the Operative Complaint and/or Plaintiffs' PAGA notice letter(s) submitted to the LWDA for the PAGA Period. (*Id.* at ¶ 5.3.)

25. Class Notice: Using its best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator shall send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice, in the form, without material variation, attached to the Settlement as Exhibit A. (*Id.* at ¶ 7.4.2.) The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of any Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database. (*Id.*) The Administrator will establish, maintain, and monitor a toll-free telephone number and email address to receive Class Member inquiries and use an internet website to post information of interest to Class Members, including the date, time, and location for the Final Approval Hearing and how to obtain

copies of the Settlement, motion for preliminary approval, the Preliminary Approval Order, the Class Notice, motion for final approval, and the Final Approval Order and Judgment. (*Id.* at ¶ 7.9.1.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

28. Plaintiffs' Counsel have conducted a thorough investigation into the facts of this case. As previously noted, the Settlement was reached through arm's-length negotiations, private mediation, and the assistance of a statistics expert. Based on Defendant's class-wide discovery production, on Plaintiffs' Counsel's independent investigation and evaluation, and on their extensive experience in wage-and-hour litigation, Plaintiffs' Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses Defendant may assert both to certification and on the merits, the Settlement is in the best interest of the Class and the LWDA.

29. Based on Plaintiffs' Counsel's review of the time, payroll, and additional data provided by Defendant, on Plaintiffs' expert's analysis of the sample records, and on information from Plaintiffs, Plaintiffs' Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on Defendant's records, there are approximately 285 Class Members who collectively worked 25,826 Workweeks. This Class Member count of approximately 285 is controlling. Based on the records analyzed, Class Members worked at an average rate of pay of $23.48 and an average regular rate of pay of $24.05, and there are approximately 10,380 PAGA Pay Periods, approximately 125 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, and approximately 173 employees falling within the one-year SOL period for inaccurate wage statement penalties. Accordingly, we calculated Defendant's potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Exposure
Unpaid Wages (Off-the-Clock)	25,826 Workweeks	$23.48 average rate of pay	10,188 unpaid hours (assuming 5 minutes per shift) (95.2% overtime)	**$35,470.10*** **
Unpaid Wages	25,826	$24.05 average	Based on expert	**$13,852.75** **

(Regular Rate of Pay)	Workweeks	regular rate	analysis of records	
Meal Period Violations	25,826 Workweeks	$23.48 average rate of pay	56,506 unique meal break violations (47.3% violation rate)	**$362,361.00***
Rest Period Violations	25,826 Workweeks	$23.48 average rate of pay	121,342 rest break violations (assuming 100% rate for shifts of at least 3.5 hours)	**$293,098.70*****
Unreimbursed Business Expenses	25,826 Workweeks	$15.00 per month	Based on expert analysis of records	**$9,294.00*****
Labor Code section 203	Based on approx. 125 terminated employees within the 3-year SOL	$23.48 average rate of pay / 30-day maximum	Assumes 9.4 hours per day	**$44,258.05******
Labor Code section 226	Based on approx. 173 employees within the 1-year SOL	$50 per initial pay period / $100 per subsequent pay period / $4,000 employee maximum	Based on 10,380 pay periods	**$34,600.00******
PAGA	Based on 10,380 pay periods	$100 per pay period	Based on 10,380 pay periods	**$51,900.00******
Realistic Total				**$844,834.60**

* These figures are discounted based on a 50% probability of prevailing at class certification and on the merits.
** These figures are discounted based on a 25% probability of prevailing at class certification and on the merits.
*** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits.
**** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.

30. Plaintiffs' unpaid wages claim is based, in part, on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock work. Plaintiffs allege that Defendant required Plaintiffs and other Class Members to change into their uniforms before clocking in, to clock out before changing out of their uniforms, and to fill out their timecards at the end of the day. Plaintiffs' Counsel conservatively estimated that Class Members spent an average of five minutes off the clock per shift. Accordingly, Plaintiffs' expert estimated Defendant failed to pay Class

Members for approximately 10,188 hours, 95.2% of which should have been paid at the overtime rate, resulting in an estimated maximum exposure of $354,701. Defendant contends that all time worked was compensated, that employees were not required to work off the clock, and that this claim is highly individualized and not susceptible to class-wide treatment. I also acknowledge that off-the-clock claims are difficult to try on a class-wide basis because there is no apparatus or record that can be used to prove the claim. In light of these defenses, and for purposes of settlement, a 90% discount was applied to the maximum exposure to arrive at a realistic recovery estimate of $35,470.10 for this claim.

31. Plaintiffs' unpaid wages claim is also based on allegations that Defendant failed to incorporate all non-discretionary bonuses and other remuneration into employees' regular rate of pay for purposes of calculating the rate of overtime, meal period premiums, and sick pay. Plaintiffs' expert reviewed the sample records and identified 8,337 payments of additional compensation, including assignment premiums, shift premiums, bonuses, and other remuneration, that were not factored into the regular rate of pay, resulting in an estimated maximum exposure of approximately $55,411 (comprised of approximately $26,139 in unpaid overtime, $7,749 in unpaid meal period premiums, and $21,523 in unpaid sick pay). Defendant argues that the additional payments were discretionary, and therefore Defendant was not required to incorporate those payments into the regular rate, and that not all Class Members were eligible for such payments. Due to the lack of written policies regarding criteria for bonus payments and Defendant's limited exposure, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. For purposes of settlement, a 75% discount was applied to the maximum exposure to arrive at a realistic recovery estimate of $13,852.75 for the regular rate claim.

32. Plaintiffs' meal period claim is based on allegations that Defendant did not provide or maintain sufficient meal period practices, such that Class Members were not always permitted or able to take meal periods and/or were sometimes subjected to late, short, and/or interrupted meal periods without compensation in lieu thereof. Plaintiffs' expert found 56,506 unique meal break violations, for a 47.3% violation rate, and calculated gross premiums of approximately $1,349,052,

which, after offsetting approximately $624,329 in meal premiums Defendant already paid, results in a net maximum exposure of approximately $724,722. Defendant contends that many meal breaks were taken, that where a violation appears it was the result of the Class Member voluntarily choosing to forego, shorten, or take a late meal period, and that this claim is improper for class treatment given the individualized nature of assessing non-compliant meal periods. In light of these defenses, and for purposes of settlement, a 50% discount was applied to the maximum exposure to arrive at a realistic recovery estimate of $362,361.00 for the meal period claim.

33. Plaintiffs' rest period claim is based on allegations that Defendant did not provide or maintain sufficient rest break practices, such that Class Members were regularly required to work in excess of four consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute, continuous, and uninterrupted rest period, or without compensation in lieu thereof. The records show that Defendant did not pay any rest break premiums. In preparation for mediation, Plaintiffs' Counsel assumed a 100% violation rate for shifts of at least 3.5 hours in length. As a result, Plaintiffs' expert determined there were 121,342 rest break violations and calculated Defendant's potential liability to be approximately $2,930,987. Defendant contends that rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks, and that this claim is individualized in nature and improper for class treatment. In light of these defenses, and for purposes of settlement, a 90% discount was applied to the potential liability to arrive at a realistic recovery estimate of $293,098.70 for the rest period claim.

34. Plaintiffs' unreimbursed business expenses claim is based on allegations that Defendant did not reimburse Class Members for all expenses incurred in direct consequence of the discharge of their duties. Plaintiffs allege that they and other Class Members were required to use their personal cellphones to clock in and out through a time tracking application and that Defendant's policy expressly provided that it would not reimburse fees, expenses, or charges related to mobile device usage. In preparation for mediation, Plaintiffs' Counsel estimated that Defendant owed approximately $15.00 per month per employee, and Plaintiffs' expert calculated an estimated maximum exposure of approximately $92,940. Defendant contends that it complied with all of its

reimbursement obligations and that the reimbursement claim would be difficult to certify given its individualized nature. In light of these defenses, and for purposes of settlement, a 90% discount was applied to the potential liability to arrive at a realistic recovery estimate of $9,294.00 for the unreimbursed business expenses claim.

35. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs' expert estimated Defendant's maximum potential exposure, prior to risk-adjustment, as follows: approximately $885,161 for waiting time penalties for approximately 125 terminated Class Members within the three-year SOL (assuming 30 days of penalties per employee at 9.4 hours per day); approximately $692,000 for inaccurate wage statement penalties based on approximately 173 Class Members within the one-year SOL; and approximately $1,038,000 for PAGA penalties based on 10,380 PAGA Pay Periods. The PAGA penalty exposure was calculated using a $100 penalty per pay period under Labor Code section 210. However, I believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding PAGA penalties and given Defendant's defenses, including that any failure to pay all final wages at the time of separation was not willful and that, to the extent Plaintiffs received wage statements that were allegedly inaccurate, Plaintiffs suffered no actual resulting injury or harm. Moreover, the individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's overall liability, and awarding a disproportionate amount in penalties relative to the underlying wage claims would raise Due Process concerns. Weighing these factors, a 95% discount was applied to each penalty to arrive at a realistic recovery estimate of $130,758.05 for the statutory and civil penalties.

36. Using these estimated figures, Plaintiffs predicted the realistic, risk-adjusted recovery for all claims, including penalties, is $844,834.60. The Gross Settlement Amount of $700,000.00 represents approximately 83% of the estimated realistic, risk-adjusted recovery. This is an excellent result for the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being able to recover anything.

37. With regard to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. (Lab. Code sections 2698, *et seq.*) As a result of this litigation, Defendant has had to hire legal counsel, engage in discovery, and participate in mediation, and Defendant will pay civil penalties to the LWDA under the Settlement, assuming final approval is granted. Not including its own attorneys' fees and costs as well as the employer's share of payroll taxes, Defendant will pay $700,000.00 to resolve this matter—of which $50,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699 as 75% ($37,500.00) to the LWDA and 25% ($12,500.00) to Aggrieved Employees. Moreover, because the issues here are fairly contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiffs 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 PAGA award granted would be at the discretion of the Court and subject to substantial reduction. Further, Plaintiffs' Counsel took into account the risk of not being able to proceed on a representative basis due to the potential manageability issues and that even if Plaintiffs prevailed at trial, penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiffs would be successful at trial, assuming they are first able to certify the claims and defeat the manageability issues presented at litigation, Plaintiffs could be awarded substantially less than what was obtained through the Settlement.

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

39. The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiffs' claims. Even if Plaintiffs were able to obtain certification, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class. Although the Parties have engaged in a significant amount of investigation, discovery, and class-wide data analysis, they have not completed extensive formal discovery or depositions, and preparation for class certification and trial would remain. In sum, this Settlement avoids the risks, burdens, and accompanying expense of further litigation.

40. The proposed $700,000.00 Settlement therefore represents a substantial recovery when compared to the reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate.

THE SERVICE PAYMENTS TO PLAINTIFFS ARE REASONABLE

41. Throughout this litigation, Plaintiffs, who worked for Defendant as non-exempt employees, cooperated immensely with my office and co-counsel's office and took many actions to protect the interests of the Class. Plaintiffs provided valuable information regarding their hours worked and the duties performed during those hours. Plaintiffs also provided information regarding meal and rest periods taken and missed by Plaintiffs and other Class Members. Plaintiffs participated in decisions concerning this action, assisted in preparation for the mediation, and provided counsel with the names and contact information of potential witnesses in this action. Before this case was filed, Plaintiffs worked with counsel to determine the viability of their claims and provided information and documents relating to their employment by Defendant. The information and documentation provided by Plaintiffs 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 their participation.

42. At the same time, Plaintiffs faced many risks in adding themselves as the named Plaintiffs in this matter. Plaintiffs faced actual risks with their future employment, as putting

themselves on public record in an employment lawsuit could affect their likelihood of future employment. For example, a search of Plaintiffs' names will reveal this action, and as a result, many employers may forego hiring Plaintiffs upon learning they sued a former employer.

43. 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 had 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 Plaintiffs putting themselves on the line on behalf of the Class.

44. This class action would not have been possible without the aid of Plaintiffs, who put their own time and effort into this litigation and placed themselves at risk for the sake of the Class. The requested service payments to Plaintiffs for their service as the Class Representatives are relatively small amounts of money considering the time and effort put into the litigation and compared to payments granted in other class actions. The requested service payments are therefore reasonable to compensate Plaintiffs for their active participation in this lawsuit, in addition to their general release of claims, both known and unknown, and waiver of section 1542 rights.

MY EXPERIENCE AND QUALIFICATIONS

45. 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.

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

47. 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.

48. My current billing rate is $950.00 per hour, which is my usual hourly rate for wage and hour litigations. A $950.00 per hour rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix, http://www.laffeymatrix.com/see.html, [last visited June 5, 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 Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912, 921 (N.D. Cal. 2005).) 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 921-22.) Using the same method here and based on Class Counsel's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach Judiciary Plan and the Washington-Baltimore-Arlington Judiciary Plan are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 17+ years of experience, my Laffey Matrix rate with a 2.53% adjustment is $971.98 per hour ($948 Laffey Matrix rate + (2.53% x $948)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

49. 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

50. 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.

51. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice focuses on advocating for the rights of employees at the trial-court and appellate level. In June 2018, Mr. Feghali became heavily involved in the firm's class and PAGA representative action practice, and since then his practice has shifted to almost exclusively representing employees in wage-and-hour class and representative actions. 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.

52. Mr. Feghali's current billing rate is $900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's 12 years of experience, 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.

53. 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.

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).

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.

54. 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).

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JULIE S. OH'S EXPERIENCE AND QUALIFICATIONS

55. Julie Sohyun Oh is a senior associate attorney at Moon Law Group, PC. Ms. Oh began working in October 2021, and initially, her practice focused on individual FEHA and wrongful termination claims, as well as wage-and-hour class and representative actions. Since September 2022, Ms. Oh shifted her focus of practice to almost exclusively class and representative actions, involving claims related to overtime and minimum wages, meal and rest break violations, improper wage statements, the California Private Attorneys General Act, and unfair business practices.

56. Ms. Oh received her Bachelor of Arts in Political Science from the University of British Columbia and her Juris Doctorate from California Western School of Law. Ms. Oh is a member in good standing with the California State Bar and with the United States District Court for the Central, Eastern, and Northern Districts of California.

57. Ms. Oh's current billing rate is $725 per hour, which is her usual hourly rate in wage and hour litigations. Based on Ms. Oh's 5 years of experience, her Laffey Matrix rate with a 2.53% adjustment is $640.81 per hour ($625 Laffey Matrix rate + (2.53% x $625)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Oh's billing rate of $725.00 per hour is reasonable.

58. Ms. Oh's litigation experience includes, but is not limited to:

a. In January 2024, Ms. Oh prepared the Motion for Class Certification in the matter of *Barley, Jr., et al. v. Mac Acquisition, LLC*, San Joaquin Superior Court, Case No. STK-CV-UOE-2019-0006202, which resulted in a certification order on all causes of action on February 27, 2024.

b. Ms. Oh prepared the Motion for Summary Judgment, or in the Alternative, Summary Adjudication of Issues, in the matter of *Barley, Jr., et al. v. Mac Acquisition, LLC*, San Joaquin Superior Court, Case No. STK-CV-UOE-2019-0006202, which the court granted on March 5, 2025, resulting in judgment in favor of the plaintiffs on all causes of action.

c. In October 2024, Ms. Oh briefed, argued, and prevailed on an opposition to demurrer in the matter of *Foulks v. Browning-Ferris Industries of California, Inc.*, Los Angeles County Superior Court, Case No. 23STCV07285, where the defendant sought to dismiss the case based on federal preemption under Section 301 of the Labor Management Relations Act.

d. In October 2023, Ms. Oh prepared the Motion to Remand in the matter of *Jimenez v. Land O'Lakes, Inc.*, United States District Court, Eastern District of California, Case No. 1:23-cv-00891-JLT-SKO, which has been taken under submission.

59. Since October 2021, Ms. Oh has participated in the litigation and/or resolution of over 60 wage and hour class and/or representative actions, including obtaining preliminary and final approval of settlements. A selection of settled class and/or representative actions that have received preliminary and/or final settlement approval, the resolution of which Ms. Oh assisted during her tenure with Moon Law Group, PC, includes: *Quijano, et al. v. GXO Logistics Supply Chain, Inc., et al.* (22STCV01988) ($3,000,000.00); *Birk v. Simpson Strong-Tie Company, Inc.* (22CV018199) ($2,940,000.00); *Billings v. Wind Youth Services, Inc., et al.* (34-2022-00327068-CU-OE-GDS) ($1,535,000.00); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) ($1,500,000); *Martinez et al. v. Curative, LLC, et al.* (21STCV20778) ($1,450,000.00); *Cha v. Center Point* (CIV2102081) ($1,000,000.00); *Maciel v. Western Health Advantage* (34-2022-00329710-CU-OE-GDS) ($1,000,000.00); *Alvarez v. Los Angeles Philharmonic Association* (22STCV21979) ($970,000.00); *Almonte et al. v. Yosemite Meat Company, Inc., et al.* (STK-CV-UOE-2021-0000860) ($850,000.00); *Alvarez v. Tropicana Manufacturing Company, Inc.* (23STCV06663) ($845,000.00); *Mendoza et al. v. Masonite Corporation* (5:21-cv-00025-SSS-KK) ($635,000.00); *Maul v. The Illumination Foundation* (30-2022-01241473-CU-OE-CXC) ($550,000.00); *Archila v. Labornow, Inc., et al.* (21STCV21816) ($512,803.50); *Butts v. Golden West Packaging Group, LLC, et al*. (34-2021-00311468-CU-OE-GDS) ($450,000.00 for 183 aggrieved employees); *Hernandez v. Superior Electrical Advertising, Inc.* (20STCV48834) ($395,000.00 for 235 class members).

JAMIE C. OSGANIAN'S EXPERIENCE AND QUALIFICATIONS

60. Jamie C. Osganian is an associate attorney at Moon Law Group, PC and represents employees in all aspects of employment litigation, including wage-and-hour class and representative actions involving claims related to overtime and minimum wages, meal and rest break violations, improper wage statements, the California Private Attorneys General Act, and unfair business practices. She received a bachelor's degree from New York University and a Juris Doctorate from Southwestern Law School.

61. Ms. Osganian became an Active Member of the State Bar of California in December 2024 and has been an Active Member in good standing continuously since then. Ms. Osganian's billing rate is $550.00 per hour, which is her usual hourly rate in wage and hour litigations. Based on Ms. Osganian's nearly 2 years of experience, her Laffey Matrix rate with a 2.53% adjustment is $520.85 per hour ($508 Laffey Matrix rate + (2.53% x $508). (*See* Ex. 6.) As compared to the Laffey Matrix rate, Ms. Osganian's billing rate of $550.00 per hour is reasonable.

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

63. 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 relating to employment matters and have been appointed

lead or co-lead class counsel in federal and state courts in California. The firm and its lawyers have successfully settled hundreds of cases during that time, including wage-and-hour class and/or PAGA actions. Practice in the narrow field of wage-and-hour litigation requires skill and knowledge concerning the rapidly evolving substantive law (state and federal) as well as the procedural law of class action litigation.

64. Co-counsel James Hawkins APLC is likewise experienced in prosecuting wage-and-hour class and PAGA representative actions in California. Pursuant to the Joint Prosecution Agreement, Moon Law Group, PC serves as lead counsel and is responsible for directing the course and conduct of the Action, and the firms jointly seek to be appointed as Class Counsel.

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

66. I respectfully submit that the attorneys of Moon Law Group, PC and James Hawkins APLC 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.

67. To my knowledge, we do not have any conflicts of interest with any of the Plaintiffs, other Class Members, or the proposed Administrator, and we are not related to any of the Plaintiffs. We respectfully request to be appointed as Class Counsel, for settlement purposes.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

68. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third of the Gross Settlement Amount, plus reimbursement for actual litigation costs not to exceed $50,000, payable from the Gross Settlement Amount. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery method. Class Counsel, however, intend to base the proposed fees award on the percentage method, as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

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

70. 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 final approval, prepare for final approval, and oversee distribution to the Class following final approval. My office also bears the risk of taking whatever actions are necessary should Defendant fail to pay.

71. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In such an instance, we would have been left with no compensation for all the time taken in litigating this case due to the contingency fee arrangement. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

72. 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, including Plaintiffs in this matter. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases.

73. As of the drafting of this motion, my office has incurred $30,187.42 in litigation costs, which were reasonably necessary to the litigation and were actually incurred by my office, and we anticipate accruing additional costs up to final approval. Because total litigation costs will be below the maximum amount allowed under the Settlement, the difference will revert to Participating Class Members

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

a. numerous interviews with Plaintiffs and review of documents provided by them;

b. legal research and investigation regarding Defendant's business and employment practices;

c. preparation and submission of Plaintiffs' PAGA notices;

d. preparation, finalization, and filing of multiple drafts of the original class action complaint and subsequent amended complaints; extensive meet-and-confer correspondence and discussions with Defense Counsel and co-counsel to obtain relevant documents and information through formal and informal discovery;

e. research and preparation of Plaintiffs' mediation brief;

f. analysis of the discovery production and preparation of a damages model with the aid of a statistics expert; attendance and active participation at a full day of mediation;

g. drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;

h. preparation of the motion for preliminary approval and the accompanying filings;

i. anticipated preparation for and attendance at the preliminary approval hearing;

j. anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;

k. anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;

l. anticipated preparation for and attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and

m. anticipated responding to Class Member inquiries and communicating with Plaintiffs regarding the case.

75. Through the efforts of my office, co-counsel, and Plaintiffs in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe that, without the efforts of my office, co-counsel, or Plaintiffs, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on _____, at Los Angeles, California.

_____
Kane Moon