

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Chancellor D. Nobles (SBN 330081)
Kaleb G. Oliver (SBN 366550)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: cnobles@moonlawgroup.com
E-mail: koliver@moonlawgroup.com

Attorneys for Plaintiffs Lilian Sanchez and Marisol Lopez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LILIAN SANCHEZ and MARISOL LOPEZ,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

vs.

FLYING FOOD GROUP, LLC; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 26STCV02771

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Lilian Sanchez, the Declaration of
Mirasol Lopez, the Declaration of Jodey
Lawrence, and [Proposed] Preliminary Approval
Order]*

PRELIMINARY APPROVAL HEARING:

Date: October 21, 2026

Time: 9:15 a.m.

Dept.: 307

Judge: Hon. Richard L. Fruin

Reservation ID: 140907624545

Action Filed: January 27, 2026

Trial Date: Not set

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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 Lilian Sanchez (“Plaintiff Sanchez”) and Plaintiff Marisol Lopez (“Plaintiff Lopez”, together with Plaintiff Sanchez, the “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 employees of Defendant who worked for Defendant Flying Food Group, LLC (“Defendant”) (together with Plaintiffs, the “Parties”) at its facility located at 901 West Hillcrest Boulevard, Inglewood, California 90301, at any time during the Class Period, as set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the “Settlement”). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. The proposed Class Notice is attached to the Settlement as **Exhibit A**.

3. Defendant is a privately owned catering service provider for leading United States and international airlines. Plaintiffs and other non-exempt employees worked for Defendants during the Class Period. Plaintiffs contend that they and their coworkers were subjected to the same unlawful labor practices, including 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 others Class Members for off-the-clock work and failed to incorporate all remuneration into employees' regular rate of pay for purposes of paying overtime, meal premium, and sick pay. Plaintiffs' meal and rest period claims are based on allegations that due to the nature of their work, and Defendant's practices, 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

1 that Class Members were required to purchase non-slip shoes, maintain their uniforms, and use their personal
2 cellphone for work purposes without reimbursement from Defendant. Finally, Plaintiffs also bring derivative
3 claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties
4 under PAGA.

5 5. On August 27, 2025, Plaintiff Sanchez initiated a putative class action against Defendant
6 alleging wage-and-hour violations in the Superior Court of the State of California, County of Los Angeles,
7 *Case No. 25STCV25258*. On October 10, 2025, Defendant removed that action to the United States District
8 Court for the Central District of California, where it was assigned *Case No. 2:25cv-09739-MWC-AJR* (the
9 “Federal Court Action”). On January 12, 2026, Plaintiffs filed a First Amended Complaint adding Plaintiff
10 Lopez as a named plaintiff.

11 6. On January 27, 2026, Plaintiffs initiated this Action against Defendant entitled *Lilian*
12 *Sanchez and Marisol Lopez v. Flying Food Group, LLC*, a Los Angeles County Superior Court Case No.
13 26STCV02771, alleging a single cause of action for civil penalties pursuant to California Labor Code section
14 2699, *et seq.*

15 7. Pursuant to PAGA, on December 26, 2025, Plaintiff Lopez gave written notice to the
16 California Labor and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations,
17 with certified mail service on Defendant, and paid the required filing fee. On January 27, 2026, each Plaintiff
18 submitted an Amended Notice of Labor Code Violations and PAGA Penalties to the LWDA and served the
19 same on Defendant via certified mail. True and correct copies of Plaintiffs’ PAGA Notices are attached
20 hereto as **Exhibit 2**. To date, the LWDA has not indicated its intent to investigate the alleged violations or
21 intervene in this Action.

22 8. For purposes of Settlement, Plaintiffs filed a First Amended Complaint in this Action on
23 August 3, 2026 to add the following class action allegations against Defendant: (1) Failure to Pay Minimum
24 Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal.
25 Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512]; (4)
26 Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary
27 Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal.
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1 Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
2 (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and (9) Civil Penalties under PAGA
3 [Cal. Lab. Code §§ 2699, et seq.]. The First Amended Complaint is the Operative Complaint.

4 9. Defendant ardently opposes the merits of this case and denies Plaintiffs’ factual allegations.
5 Defendant asserts it complied with all its compensation obligations, including compensating Class Members
6 for any and all off-the-clock work and overtime work, and therefore, Plaintiffs and other Class Members
7 were paid all wages owed. Defendant argues it did not fail to incorporate any non-discretionary bonuses into
8 the regular rate of pay for purposes of paying overtime, meal premium, or sick pay. Defendant maintains
9 compliance with all its meal and rest period obligations. Defendant asserts it complied with all its
10 reimbursement obligations, and that Plaintiffs and other employees were compensated for any and all
11 business expenses necessarily incurred. To the extent employees received wage statements that were
12 allegedly inaccurate, Defendant asserts employees suffered no actual damage or harm as a result. (*See, e.g.,*
13 *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 [“A
14 plaintiff must adequately plead an injury arising from an employer’s failure to provide full and accurate wage
15 statements, and the omission of the required information alone is not sufficient.”].) With respect to Plaintiffs’
16 claim for waiting time penalties, Defendant alleges its good-faith belief that it paid all wages precludes the
17 imposition of waiting time penalties since Plaintiffs cannot prove Defendant’s alleged failure to pay all final
18 wages at the time of separation was “willful.” (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012,
19 No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others, Defendant
20 denies all of Plaintiffs’ claims and allegations, and further claims it did not engage in any unfair business
21 practices and denies liability under PAGA. Defendant also maintains the claims are improper for class
22 treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that could bar
23 class certification or significantly reduce Defendant’s overall liability. Defendant further denies that Plaintiffs
24 are adequate class representatives.

25 DISCOVERY AND INVESTIGATION

26 10. The Parties agreed to mediate Plaintiffs’ claims in the Federal Court Action and this Action
27 with Steven Rottman, Esq., an experienced class and PAGA action mediator. In preparation for mediation,
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1 the Parties agreed to a protocol for an informal production of documents and information before mediation.
2 Prior to mediation, Plaintiffs obtained from Defendant, through informal discovery, documents and data that
3 were necessary and helpful to evaluate the claims asserted in this action. Defendant produced a statistically
4 sound sample of time and pay records for approximately 28.6% of the putative Class, Plaintiffs' personnel
5 file and time and pay records, and Defendant's written employment policies in effect during the Class Period.
6 Defendant also provided information regarding the estimated number of current and formerly employed
7 Class Members, Aggrieved Employees, and PAGA Pay Periods.

8 11. In preparation for mediation, Plaintiffs' Counsel reviewed and analyzed all the information
9 Defendant provided, including the sample records and documents regarding Defendant's wage-and-hour
10 policies. Plaintiffs' Counsel retained a statistics expert to analyze the sample records and prepare a damage
11 analysis prior to the mediation. The sample time and pay records analyzed contained 68,565 actual shifts
12 worked (representing about 24.82% of total shifts worked in the Class Period), which allowed Plaintiffs'
13 expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual
14 investigation, Plaintiffs' Counsel also investigated the applicable law regarding the claims and defenses
15 asserted in the litigation. Accordingly, Plaintiffs' Counsel was able to evaluate the probability of class
16 certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims.
17 Thus, Plaintiffs' and their Counsel's familiarity with the facts of the case and the legal issues raised by the
18 pleadings allowed them to act intelligently in negotiating the Settlement.

19 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

20 12. On June 9, 2026, the Parties participated in a full day of private mediation with Steven
21 Rottman, Esq. The negotiations were at arm's-length and, although conducted in a professional manner,
22 were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the
23 dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had
24 not been reached. After a full discussion regarding the strengths and weaknesses of Plaintiffs' claims and
25 Defendant's defenses and with the assistance of the mediator, the Parties reached a resolution, the material
26 terms of which are set out in the Settlement.

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

4 KEY TERMS OF SETTLEMENT

5 14. GSA and Funding: The Gross Settlement Amount ("GSA") is \$500,000.00, subject to
6 potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.1.) Defendant will
7 separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*)
8 Within thirty (30) calendar days of the Final Approval Order, Defendant shall fund the Gross Settlement
9 Amount and its employer-share of payroll taxes by transmitting the funds into a Qualified Settlement Fund
10 ("QSF") established and maintained by the Administrator. (*Id.* at ¶ 4.2.)

11 15. Escalator Clause: The Gross Settlement Amount was negotiated based on Defendant's
12 estimate of fifty-eight thousand (58,000) total number of Workweeks worked by Class Members during the
13 Class Period. (*Id.* at ¶ 8.) If the actual number of Workweeks is more than fifteen percent (15%) greater than
14 the estimated count (*i.e.*, greater than sixty-six thousand seven hundred (66,700) Workweeks) during the
15 Class Period, then Defendant agrees to make a proportional increase to the Gross Settlement Amount by the
16 percentage increase for each additional Workweek above one hundred and fifteen percent (115%) of the
17 estimated count. (*Id.*)

18 16. Class Representative Service Awards: The Settlement provides for Class Representative
19 Service Awards to both of the Plaintiffs as Class Representatives of not more than \$7,500.00 each
20 (\$15,000.00 in total), in addition to the Individual Class and PAGA Payments that Plaintiffs are eligible to
21 receive. (*Id.* at ¶¶ 1.14, 3.2.1.) This award is in exchange for their general releases, and in recognition of
22 having initiated the Action, providing services in support thereof, and incurring risks inherent in the role of
23 named Plaintiffs. (*Id.* at ¶ 1.14.) If the Court approves a Class Representative Service Award less than the
24 amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount. (*Id.* at ¶
25 3.2.1.)

26 17. Class Counsel Fees and Costs Payments: The Settlement provides for Class Counsel Fees
27 Payment of not more than 1/3 of the Gross Settlement Amount, currently estimated to be \$166,666.66, and
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1 a Class Counsel Litigation Costs Payment for reimbursement of actual litigation costs and expenses
2 reasonably incurred to prosecute the Action, not to exceed \$35,000.00. (*Id.* at ¶ 3.2.2.) In the event the
3 amounts finally approved are less, the difference will be allocated to the Participating Class Members. (*Id.*)
4 To date, my firm has incurred \$23,802.36 in actual litigation costs, and a true and correct copy of a report
5 showing current costs is attached hereto as **Exhibit 4**.

6 18. **Administration Expenses Payment:** The Settlement provides an Administration Expenses
7 Payment to the Administrator, payable from the GSA, in an amount not to exceed \$11,500.00, except for a
8 showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) In the event the amount of actual
9 administration costs is less and/or the amount approved by the Court is less than requested, the difference
10 will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action
11 Administration Solutions (“Phoenix”) as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.2, 7.1.)
12 A true and correct copy of Phoenix’s bid of \$11,500.00 is attached hereto as **Exhibit 5**.

13 19. **Aggrieved Employees; PAGA Period:** Aggrieved Employees is defined as all current and
14 former non-exempt employees of Defendant who worked for Defendant at its facility located at 901 West
15 Hillcrest Boulevard, Inglewood, California 90301, at any time during the PAGA Period. (*Id.* at ¶ 1.4.) For
16 purposes of Settlement, the “PAGA Period” is the period from October 8, 2024, through the Class Period
17 end date. (*Id.* at ¶ 1.32.)

18 20. **PAGA Penalties; Individual PAGA Payments:** The Settlement provides for PAGA
19 Penalties in the total amount of \$15,000.00 to be paid from the Gross Settlement Amount, shall be distributed
20 as 65% (\$9,750.00) to the LWDA and 35% (\$5,250.00) to Aggrieved Employees. (*Id.* at ¶¶ 1.35, 3.2.5.)
21 Each Aggrieved Employee will be entitled to a pro rata share of the 35% share of the PAGA Penalties directly
22 proportional to their number of PAGA Pay Periods worked during the PAGA Period. (*Id.* at ¶ 3.2.5.1.) This
23 results in an average Individual PAGA Payment of roughly **\$5.50** for each of the estimated 954 Aggrieved
24 Employees (\$5,250.00 / 954).

25 21. **Net Settlement Amount:** It is the Gross Settlement Amount, less the following payments in
26 amounts as approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class
27 Representative Service Awards, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and
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Administration Expenses Payment. (*Id.* at ¶ 1.27.) The remainder is to be paid to Participating Class Members through Individual Class Payments. (*Id.*) Accordingly, the Net Settlement Amount will be *no less than* **\$256,833.34** for an estimated Class of **954 individuals**.¹

22. Class Members; Class Period: The Class is defined as all current and former non-exempt employees of Defendant who worked for Defendant at its facility located at 901 West Hillcrest Boulevard, Inglewood, California 90301, at any time during the Class Period. (*Id.* at ¶ 1.5.) For purposes of Settlement, the “Class Period” is the period from October 8, 2024, through the date of the Preliminary Approval. (*Id.* at ¶ 1.12.)

23. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks worked during the Class Period. (*Id.* at ¶ 3.2.4.) The estimated **\$256,833.34** Net Settlement Amount results in an average Individual Class Payment of roughly **\$269.22** for each of the estimated 954 Class Members ($\$256,833.34 / 954$),² and a Workweek value of roughly **\$4.43** for each of the 58,000 estimated Workweeks in the Class Period ($\$256,833.34 / 58,000$).

24. Tax Allocations: 25% of each Participating Class Member’s Individual Class Payment shall be allocated to settlement of wage claims (the “Wage Portion”), and the remaining 75% of each Participating Class Member’s Individual Class Payment shall be allocated to settlement of claims for penalties and interest (the “Non-Wage Portion”). (*Id.* at ¶ 3.2.4.1.) Individual PAGA Payments shall be treated as one hundred percent (100%) penalties for tax purposes. (*Id.* at ¶ 3.2.5.1.)

25. Disbursement and Uncashed Funds; Cy Pres recipient: Disbursement will occur within 14 calendar days of completed funding. (*Id.* at ¶ 4.3.) Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (*Id.* at ¶ 3.1.) For any funds represented by

¹ The Net Settlement Amount was calculated by deducting the following from the \$500,000.00 GSA: \$7,500.00 each for the Class Representative Service Awards, up to \$11,500.00 for the Administration Expenses Payment, \$15,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$166,666.66 for the Class Counsel Fees Payment, and up to \$35,000.00 for the Class Counsel Litigation Costs Payment. (Settlement, ¶¶ 3.1–3.2.5.)

² 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. (Settlement, ¶ 4.1.) The high and low range of payments will be provided to the Court in a motion for final approval.

1 Individual Class Payment and/or Individual PAGA Payment checks that remain uncashed after 180 days
2 after the date of mailing (the “Void Date”), the Administrator shall transmit such funds in accordance with
3 California Code of Civil Procedure section 384(b). (*Id.* at ¶ 3.2.6.) The Parties designate Court Appointed
4 Special Advocates/Guardians Ad Litem (CASA/GAL) for Los Angeles County as the *Cy Pres* recipient to
5 the extent permitted by law. (*Id.* at ¶¶ 3.2.6, 4.3.1, 4.3.3.)

6 26. Released Parties: Defendant, its parent company Flying Food Fare, Inc., subsidiaries and
7 affiliate corporations, including any staffing agencies, temporary employment agencies, labor
8 contractors, professional employer organizations, or other entities that placed, supplied, or provided
9 workers to Company, and each of their respective past, present, and future officers, directors,
10 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants,
11 insurers, reinsurers, lawyers, successors, assigns, subsidiaries, affiliates, and related entities, including
12 but not limited to any and all supervisors, managers, and human resources personnel employed by
13 Defendant during the Class Period. (Settlement, ¶ 1.41.)

14 27. Released Class Claims: The “Released Class Claims” is limited to claims that were alleged
15 in Plaintiffs’ Operative Complaint or that reasonably could have been alleged based solely on the facts
16 asserted therein. (*Id.* at ¶ 5.2.) It excludes any claims for vested benefits, unemployment benefits, disability
17 benefits, social security benefits or workers’ compensation benefits that arose at any time, any claims that
18 are not releasable as a matter of law or public policy, and any claims arising outside the Class Period. (*Id.*)

19 28. Released PAGA Claims: The “Released PAGA Claims” is limited to all claims for PAGA
20 penalties, which were alleged, or reasonably could have been alleged, in Plaintiffs’ respective PAGA Notices
21 to the LWDA and in Plaintiffs’ Operative Complaint. (*Id.* at ¶ 5.3.) The Released PAGA Claims include
22 only claims for penalties under PAGA that arose during the PAGA Period. (*Id.*)

23 29. Plaintiffs’ Section 1542 Release: Under the Settlement, Plaintiffs agreed to a general release
24 of any and all claims related to their employment, including all claims alleged in the Action, and release of
25 rights pursuant to California Civil Code section 1542. (*Id.* at ¶ 5.1.)

26 30. Effective date of claims releases: The release of all claims will be effective only upon
27 Defendant’s funding of the GSA and employer-share of payroll taxes. (*Id.* at ¶ 5.4.)
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1 31. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be
2 mailed via first-class U.S. mail in English and Spanish to the current address of each Class Member. (*Id.* at
3 ¶ 7.4.2.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement,
4 the estimate dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to
5 the Class Member, and the number of any Workweeks and PAGA Pay Periods used to calculate these
6 amounts, the Final Approval Hearing information, the procedure for disputing the number of Workweeks
7 and/or Pay Periods credited to each Class Members, and how Class Members may, should they choose,
8 opt-out or otherwise object to the Settlement. (*Id.* at ¶¶ 7.4.2-7.8.5, Ex. A.)

9 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

10 32. Plaintiffs’ Counsel have conducted a thorough investigation into the facts of this case. The
11 Settlement at issue was reached through arm’s-length negotiations, private mediation, and the assistance of
12 a statistics expert. Based on Defendant’s informal class-wide discovery production, on Plaintiffs’ Counsel’s
13 independent investigation and evaluation, and on their extensive experience in wage-and-hour litigation,
14 Plaintiffs’ Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate.
15 Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate
16 risk, and the defenses Defendant may assert both to certification and on the merits, the Settlement is in the
17 best interest of the Class and LWDA.

18 33. Based on Plaintiffs’ Counsel’s review of the time, payroll, and additional data provided by
19 Defendant, on Plaintiffs’ expert’s analysis of the sample records provided by Defendant, and on information
20 from Plaintiffs, Plaintiffs’ Counsel evaluated the estimated maximum and risk-adjusted exposure that
21 Defendant faced. Based on a review of Defendant’s records, there are approximately 954 Class Members.
22 Defendant also estimates Class Members collectively worked 58,000 Workweeks during the Class Period.
23 (*Id.* at ¶ 8.) There are also an estimated 954 Aggrieved Employees who collectively worked 27,716 PAGA
24 Pay Periods during the PAGA Period. Additionally, there were an estimated 620 former employees falling
25 within the three-year statute of limitations (“SOL”) period for waiting time penalties, that Class Members’
26 average hourly rate was \$22.27, and that the average regular hourly rate was \$22.43.

27 Accordingly, we calculated Defendant’s potential exposure as follows:
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Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	58,000 Workweeks	\$22.43 average regular rate	Based on Expert Analysis of Records	\$14,247.75*
Unpaid Wages (Off the Clock)	58,000 Workweeks	\$22.27 average hourly rate	24,167 net unpaid hours (assuming 5 minutes per shift) (93.6% overtime)	\$79,007.63**
Meal Period Violations	58,000 Workweeks	\$22.27 average hourly rate	22,622 unique meal break violations	\$125,947.99*
Rest Period Violations	58,000 Workweeks	\$22.27 average hourly rate	72,355 rest break violations (assuming 25% break violations for shifts of at least 3.5 hours)	\$161,134.59**
Unreimbursed Business Expenses Violations	58,000 Workweeks	\$25 per month	Assumes \$25 per month	\$36,250.00**
Labor Code § 203	Based on approx. 620 terminated employees within the 3-year SOL	\$22.27 average hourly rate / 30-day max.	Assumes 9.1 hours / day	\$188,471.01***
Labor Code § 226	Based on approx. 954 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 27,716 pay periods within the 1-year SOL	\$136,195.00***
PAGA	Based on 27,716 pay periods within the 1-year SOL	\$100 per pay period	Based on 27,716 pay periods within the 1-year SOL	\$138,580.00***
Total				\$879,833.96

* 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.³

34. Plaintiffs' unpaid wages claim is based in part on allegations that Defendant failed to incorporate all remuneration, including bonuses and night shift differentials, into Class Members' regular rate of pay for purposes of paying overtime, meal premium and sick pay. Specifically, Plaintiffs' expert reviewed the sample records Defendant produced and found 15,100 identifiable additional remunerations that were made yet not factored into the regular rate of pay, impacting 95.6% of Class Members for overtime pay, 23.4% of Class Members for sick pay, and 9.2% of Class Members for meal break premium, resulting in a maximum exposure of \$56,991.00. However, Defendant argues the additional remunerations at issue were discretionary bonuses, and therefore Defendant was not required to incorporate those payments into the regular rate. Due to the lack of written policies regarding criteria for bonus payments and Defendant's defenses, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Therefore, I applied a 75% discount to the maximum exposure figure; accordingly, I arrived at a **realistic damage estimate of 14,247.75 for the regular rate claim.**

35. Plaintiffs' unpaid wages claim is also based on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock work performed related to time spent waiting to clock in and out of work. Plaintiffs allege that Class Members were required to arrive several minutes early before the start of their scheduled shifts in order to clock in. Therefore, Plaintiffs' Counsel estimated Class Members spent an average 5 minutes off the clock per shift. Accordingly, Plaintiffs' Counsel and data expert estimated Defendant failed to pay Class Members for approximately 24,167 hours, 93.6% of which should have been paid at the overtime rate. From this, and in light of the average rates of the Class Members, Defendant's estimated maximum potential liability is \$790,076.26. Defendant contends that all

³ It is reasonable to apply discounts to account for risks at certification and trial, in part, because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement or as part of a contested certification motion. (See Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) Further, the likelihood that Defendant could assert viable legal defenses would likely further reduce its overall exposure.

1 time worked was compensated, that the time spent waiting to clock in and out of work was *de minimis*, that
2 Class Members were not permitted to work off-the-clock, and that this claim is highly individualized and not
3 susceptible to class-wide treatment. I acknowledge that “off-the-clock” claims are difficult to be tried on a
4 class wide basis because there is no apparatus that can be used to prove this claim—there are no records to
5 be used as evidence. In light of these defenses, and for purposes of settlement, I discounted the maximum
6 potential liability by 90%. **Plaintiffs’ realistic recovery estimate for the unpaid wages claim due to off-**
7 **the-clock work is therefore \$79,007.63.**

8 36. Plaintiffs’ meal period claim is based on allegations that Defendant did not provide or
9 maintain sufficient meal period practices despite having facially compliant meal break policies, such that
10 Class Members were not always permitted or able to take meal periods and/or were sometimes subjected to
11 late, short and/or interrupted meal periods without compensation in lieu thereof. After accounting for meal
12 period waivers, the sample of time and corresponding payroll records for the putative Class indicated that
13 Defendant either failed to provide a meal period or provided a short and/or untimely meal period 22,622
14 times throughout the Class Period, resulting in an 8.3% violation rate. Plaintiffs’ Counsel and its data expert
15 then calculated that, in light of these violations and the average hourly rate of the putative Class, that
16 Defendant had a potential liability of \$503,791.94 (22,622 unique violations x \$22.27 avg. hourly rate).
17 Defendant nonetheless contends that many meal breaks were taken and, where a violation appears, it was a
18 result of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the fifth
19 hour, or to stop his or her break early to return to work. Moreover, certification and proof of this claim would
20 require declarations from Class Members and obtaining such declarations potentially would reveal that each
21 Class Member had a different experience with respect to meal periods. A review of Defendant’s records
22 revealed that it made a total of 37,933 premium payments. In light of these defenses, and for purposes of
23 settlement, Plaintiffs’ Counsel believe it reasonable to apply a 75% discount to the potential liability.
24 **Plaintiffs’ realistic recovery estimate for the meal period claim is therefore \$125,947.99.**

25 37. The rest break claim is based on allegations that Defendant did not provide or maintain
26 sufficient rest break practices, such that Class Members were regularly required to work in excess of four
27 consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute,
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1 continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest
2 break violations could not be calculated since Defendant neither documented, nor is required to document,
3 when Class Members took their required rest breaks. Therefore, in preparation for mediation and on
4 information from Plaintiffs, Plaintiffs' Counsel assumed a 25% violation rate for shifts of at least 3.5 hours
5 in length and, based on the average hourly rate of the putative Class, calculated Defendant's potential liability
6 to be \$1,611,345.85 (72,355 unique rest break violations x \$22.27 per hour). Defendant nonetheless
7 contends rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest
8 breaks and, significant for purposes of class certification, that this claim is individualized in nature and
9 therefore would require declarations indicating the majority of Class Members experienced issues as to rest
10 breaks. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential
11 liability by 90%. **Plaintiffs' realistic recovery estimate for the rest break claim is therefore \$161,134.59.**

12 38. The unreimbursed business expenses claim is based on the allegation that Defendant did
13 not reimburse Class Members for all expenses incurred in direct consequence of the discharge of duties,
14 including for the purchase of non-slip shoes, the maintenance of their uniforms, and for the use of their
15 personal cellphone for work purposes. The precise value of all necessary business expenses Class Members
16 incurred could not be calculated. Therefore, in preparation for mediation, Plaintiffs' Counsel estimated
17 Defendant owed approximately \$25.00 a month to each Class Member in the statutory period and that
18 Defendant's potential liability is \$362,500.00. Defendant contends it complied with all its reimbursement
19 obligations, that cellphone use was not required for work, and further, that the reimbursement claim would
20 be difficult to certify, given the individualistic nature of this claim. In light of these defenses, and for purposes
21 of settlement, I discounted Defendant's potential liability by 90%. **Plaintiffs' realistic recovery estimate**
22 **for the unreimbursed expenses claim is therefore \$36,250.00.**

23 39. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs
24 estimate Defendant's maximum potential recovery, prior to risk-adjustment, is \$9,265,920.20, which breaks
25 down as follows: **\$3,769,420.20** for waiting time penalties for approximately 620 terminated Class Members
26 in the 3-year SOL; a **\$2,723,900.00** penalty for inaccurate wage statements based on approximately 954
27 Class Members in the 1-year SOL; and **\$2,771,600.00** for PAGA penalties based on 27,716 Pay Periods and
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1 the Court assessing a \$100 penalty for each pay period containing a violation. However, I believe it would
2 be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of
3 awarding penalties and given Defendant's defenses, including without limitation, that any failure to pay all
4 final wages at the time of separation was not willful or intentional and that to the extent Plaintiffs received
5 wage statements that were allegedly inaccurate, Plaintiffs suffered no actual resulting damage or harm.
6 Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar class
7 certification or otherwise significantly reduce Defendant's overall liability for statutory and civil penalties.
8 Furthermore, considering the underlying wage claims are realistically estimated to be \$416,587.95, awarding
9 such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I
10 applied a 95% discount to each penalty (resulting in **\$188,471.01** for waiting time penalties, **\$136,195.00** for
11 inaccurate wage statement penalties, and **\$138,580.00** for PAGA penalties) and accordingly arrived at a
12 **realistic recovery estimate of \$463,246.01 for statutory and civil penalties.**

13 40. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for**
14 **all claims, including penalties, is \$879,833.96.** This means **the \$500,000.00 gross settlement figure**
15 **represents about 57% of the total realistic recovery.** This is an excellent result for the Class, particularly
16 because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of
17 not being able to recover anything.

18 41. With regard to the PAGA claims, the Settlement is a fair and reasonable resolution that
19 satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing
20 Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation,
21 Defendant has had to hire legal counsel, engage in informal class-wide discovery, and participate in
22 mediation. Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming
23 final settlement approval is granted. (Settlement, ¶ 3.2.5.) Not including its own attorneys' fees and costs
24 as well as the employer's share of payroll taxes, Defendant will pay no less than \$500,000.00 to resolve
25 this matter—of which \$15,000.00 is allocated toward the PAGA claims and will be distributed, in
26 compliance with Labor Code section 2699 as 65% (\$9,750.00) to the LWDA and 35% (\$5,250.00) to
27 Aggrieved Employees. Moreover, Plaintiffs' Counsel are of the opinion that because the issues here are fairly
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1 contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiffs prevailed on
2 the merits due to the largely discretionary nature of awarding PAGA penalties. In other words, were this
3 matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial
4 reduction.

5 42. Further, Plaintiffs' Counsel took into account the risk of not being able to proceed on a
6 representative basis due to the potential manageability issues and that even if Plaintiffs prevailed at trial,
7 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and
8 in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiffs would
9 be successful at trial, assuming they are first able to certify the claims and defeat the manageability issues
10 presented at litigation, Plaintiffs could be awarded substantially less than what was obtained through the
11 Settlement. In sum, the \$15,000.00 PAGA Penalties allocation under the Settlement constitutes genuine and
12 meaningful relief.

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

18 44. The Settlement obviates the significant risk that this Court may deny certification of all or
19 some of Plaintiffs' claims. Plaintiffs' Counsel took into account the risk of not prevailing at trial due to low
20 or no participation by Class Members. Indeed, the individualized and testimony-intensive nature of the
21 claims could bar manageability of the representative claims or otherwise significantly reduce any recovery
22 whatsoever. For example, the rest period and unreimbursed expense claims are testimony-driven claims and
23 assume a 25% and 100% violation rate, respectively, which would not likely be demonstrated at trial, as it
24 assumes either the participation of a significant number of employees (which would be difficult here given
25 the huge number of Class Members), or alternatively, the use of surveys or statistical data as a surrogate
26 (which would still require the participation of a majority of employees to establish a sound representation of
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1 all non-exempts). Even assuming employees would be willing to participate, obtaining declarations would
2 potentially reveal that each individual employee had a different experience.

3 45. Furthermore, even if Plaintiffs were able to pursue their claims on a class-wide basis and
4 obtain certification of all or some of the claims, continued litigation would be expensive, involving a trial
5 and possible appeals, and would substantially delay and reduce any recovery by the Class. Although the
6 Parties have engaged in a significant amount of investigation, discovery, and class-wide data analysis, they
7 have not conducted extensive formal discovery. Moreover, preparation for class certification and a trial
8 would remain for the Parties as well as the prospect of appeals in the wake of a disputed class certification
9 ruling for Plaintiffs and/or any summary judgment ruling. As a result, the Parties would incur considerably
10 more attorneys' fees and costs through trial. In sum, this Settlement avoids the risks, burdens, and the
11 accompanying expense of further litigation.

12 46. The proposed \$500,000.00 Settlement represents a substantial recovery when compared to
13 the reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties
14 involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of
15 appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and that preliminary
16 settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133;
17 *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar*
18 does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed
19 on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic
20 range of outcomes of the litigation"].)

21 THE SERVICE AWARDS TO PLAINTIFFS ARE REASONABLE

22 47. Throughout this litigation, Plaintiffs, who were former employees of Defendant, cooperated
23 with my office and took many actions to protect the interests of the Class. Plaintiffs provided valuable
24 information regarding their hours worked, and what duties were performed during those hours. Plaintiffs also
25 provided information regarding meal periods taken and missed by them and other Class Members. Plaintiffs
26 participated in decisions concerning this action, assisted in preparation for the mediation, and provided my
27 office with the names and contact information of potential witnesses in this action. Before we filed this case,
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1 Plaintiffs worked with my office to determine the viability of their claims. Plaintiffs also provided
2 information and documents relating to their employment by Defendant. The information and documentation
3 provided by Plaintiffs were instrumental in establishing the wage-and-hour violations alleged in this action,
4 and the recovery provided for in the Settlement would have been impossible to obtain without their
5 participation.

6 48. At the same time, Plaintiffs faced many risks in adding themselves as the named Plaintiffs
7 in this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public
8 record in an employment lawsuit could also very well affect their likelihood for future employment. For
9 example, a search of Plaintiffs' names will reveal this action, and as a result, many employers may likely
10 forego hiring Plaintiffs in learning they sued a former employer.

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

16 50. This class action would not have been possible without the aid of Plaintiffs, who put their
17 own time and effort into this litigation and placed themselves at risk for the sake of the Class. The requested
18 service awards to Plaintiffs for their services as Class Representatives are relatively small amounts of money
19 considering the time and effort put into the litigation and compared to awards granted in other class actions.
20 The requested service award is therefore reasonable to compensate Plaintiffs for their active participation in
21 this lawsuit, in addition to their general release of claims, both known and unknown, and waiver of section
22 1542 rights.

23 MY EXPERIENCE AND QUALIFICATIONS

24 51. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount
25 Law School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been
26 an Active Member in good standing continuously since then. I have been selected to Super Lawyers each
27 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 litigation, almost
3 entirely in class and/or representative actions.

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

8 54. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage-and-hour
9 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
10 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
11 <http://www.laffeymatrix.com/see.html> [last visited Sept. 16, 2026].) The Laffey Matrix is a “well-
12 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
13 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
14 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
15 upwards based on “locality pay differentials” and the location of counsel’s office in California to determine
16 whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey
17 Matrix rate based on an approximate difference of 9% between the locality pay differential of the District
18 of Columbia and San Francisco, California, where counsel’s office was located].) To determine the locality
19 pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the
20 federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm’s location in Los
21 Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the
22 locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a
23 difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA,
24 Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective
25 January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-
26 Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on
27 my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is \$1,044.78
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1 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). Accordingly, my current billing rate of \$950.00
2 per hour is reasonable.

3 55. I am experienced in prosecuting and defending employment matters, particularly class
4 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on
5 wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for
6 other wage-and-hour class action lawsuits pending in various California counties, including in state and
7 federal courts. The following is a list of some of our recent class action settlements that have received
8 preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size
9 approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size
10 approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx.
11 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210;
12 lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel);
13 *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness*
14 *Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp*
15 *Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al.*
16 *v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at
17 *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that case, the Court found: “Class
18 Counsel’s declarations show that the attorneys are experienced and successful litigators. Other courts have
19 approved the attorneys’ current rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail*
20 *Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit*
21 *Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac*
22 *Garment Processing, Inc.* (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v.*
23 *Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood*
24 *Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems,*
25 *LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen &*
26 *Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.*
27 (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC
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No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

56. Allen Feghali is a 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.

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

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

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

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

(b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was 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 Plaintiffs' 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. March 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 Plaintiffs under FEHA, was a proper defendant.
- (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has resolved or assisted in the resolution of approximately 100 cases which has resulted in millions of dollars of unpaid wages being returned to low-wage employees.
- (i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which was granted, in part, and denied, in part, in February 2024.

60. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing

employees in wage-and-hour class and 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); *Stanley Black & Decker Wage and Hour Cases* (No. JCCP5218) (\$3,500,000); *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 I Credit Union* (No. 34-2018-00228252) (\$1,250,000).

CHANCELLOR D. NOBLES'S EXPERIENCE AND QUALIFICATIONS

61. Chancellor D. Nobles is a Senior Associate Attorney at my office. Chancellor earned his undergraduate degree from the University of California, Santa Barbara in Political Science, and his Juris Doctor from Loyola Law School. Chancellor was admitted to practice law in January 2020 and is presently admitted to practice in all courts of California and before all federal district courts in California. The focus of Chancellor's practice is wage-and-hour class action law, including matters filed under PAGA. Chancellor has worked on numerous class and representative actions that have been granted final approval, including: *Raub v. Synergy One Lending, Inc.*, San Diego County Superior Court, Case No. 37-2019-

00030713-CU-OE-CTL; Wicker v. ASC Profiles LLC, Sacramento County Superior Court, Case No. 34-2019-00270803-CU-OE-GDS; Hernandez v. Saint-Gobain Performance Plastics Corporation, Orange County Superior Court, Case 30-2020-01142388-CU-OE-CXC; DelCorso v. Westland Technologies, Inc., Stanislaus County Superior Court, Case No. CV-20-002807; Jefferson v. McCormack Baron Management, San Francisco County Superior Court, Case No. CGC-20-588162; Smith v. KS Industries, L.P., Kern County Superior Court, Case No. BCV-21-101300; Rodriguez v. Means Engineering, Inc. et al., San Diego County Superior Court, Case No. 37-2020-00024397-CU-OE-CTL; Diaz v. Roxbury Surgery Center, LLC, et al., Los Angeles County Superior Court, Case No. 20STCV46531; Coleman v. H&E Services, Inc., Alameda County Superior Court, Case No. RG20069157; Skinner v. MoreFlavor, Inc., Alameda County Superior Court, Case No. RG20084231; Lozano v. Peterson Brothers Construction, Inc., Merced County Superior Court, Case No. 22CV-00103; Jimenez v. Makita U.S.A., Inc., Los Angeles County Superior Court, Case No. 20STCV21732; Gaston v. Onrad, Inc., Riverside County Superior Court, Case No. RIC2004221; Avalos v. Indio Products, Inc., Los Angeles County Superior Court, Case No. 20STCV40470; Salas v. Golden Specialty Foods, LLC, Merced County Superior Court, Case No. 22CV-00393; and Childs, et al., v. Dal Chem, Inc. d/b/a Alexis Oil Company, Riverside County Superior Court, Case No. CVRI2100684. Chancellor is also currently handling active class action and representative PAGA matters pending in various courts in California, including Telleria v. Michael Kors (USA), Inc. et al., Los Angeles County Superior Court, Case No. 25STCV20941; Ward v. Connect With Physicians, LLC, San Diego County Superior Court, Case No. 24CU025981C; Barahona v. Five Star Gourmet Foods, Inc. et al., San Bernardino County Superior Court, Case No. CIVSB2429126; Franks v. Park Management Corp., Solano County Superior Court, Case No. CU25-06540; Minor v. Sacramento Behavioral Healthcare Hospital, LLC, Sacramento County Superior Court, Case No. 25CV018002; Gonzalez v. Clovis Lakes Associates, LLC, Fresno County Superior Court, Case No. 25CECG03664; Salas v. Modesto MMP VI, Inc. et al., Stanislaus County Superior Court, Case No. CV-25-008224; Sanchez v. MP Restaurants, Inc., El Dorado County Superior Court, Case No. 25CV1839; and Avalos v. Sonoma Valley Hospital Foundation dba Sonoma Valley Hospital, Sonoma County Superior Court, Case No. 25CV06578.

62. Mr. Nobles' current billing rate is \$725.00 per hour, which is his usual hourly rate in wage

1 and hour litigations. Based on Mr. Nobles' nearly 6 years of experience, his Laffey Matrix rate with a
2 2.53% adjustment is \$640.81 per hour (\$625.00 Laffey Matrix rate + (2.53% x \$625)). (See Ex. 6.) As
3 compared to the Laffey Matrix rate and when considering his experience, Mr. Nobles' billing rate of
4 \$725.00 per hour is reasonable.

5 KALEB G. OLIVER'S EXPERIENCE AND QUALIFICATIONS

6 63. Kaleb Oliver is an Associate Attorney at Moon Law Group, PC, where he is a member of
7 the firm's class action and complex employment litigation team. Mr. Oliver represents employees in
8 matters involving violations of the California Labor Code, including unpaid wages, meal and rest period
9 violations, inaccurate wage statements, and unfair business practices.

10 64. Mr. Oliver earned his undergraduate degree in English Literature from Indiana University
11 and his Juris Doctor from the University of Southern California Gould School of Law. He is a member in
12 good standing of the State Bar of California. Mr. Oliver's current billing rate is \$550.00 per hour. Based
13 on Mr. Oliver's one year of experience, his Laffey Matrix rate with a 2.53% adjustment is \$520.85 per
14 hour (\$508.00 Laffey Matrix rate + (2.53% x \$508)). (See Ex. 6.) As compared to the Laffey Matrix rate,
15 Mr. Oliver's billing rate of \$550.00 per hour is reasonable.

16 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

10 68. I respectfully submit that the attorneys of Moon Law Group, PC, myself included, are well
11 suited to act as Class Counsel in this action, and we have, and will continue to, vigorously represent the
12 interests of the Class. To my knowledge, we do not have any conflicts of interest with Plaintiffs, other Class
13 Members, the proposed Administrator, or the proposed *cy pres* recipient, Court Appointed Special
14 Advocates/Guardians Ad Litem (CASA/GAL), and we are not related to Plaintiffs. We respectfully request
15 to be appointed as Class Counsel, for settlement purposes.

16 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

17 69. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to
18 1/3 of the Gross Settlement Amount, currently estimated to be \$166,666.66, and litigation costs up to
19 \$35,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees can be justified under either the
20 lodestar method or the percentage/common-fund recovery method. However, we base the proposed fees
21 award on the percentage method, as many of the entries in the time records will have to be redacted to
22 preserve attorney-client and attorney work product privileges.

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

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

5 72. The risk to my office has been very significant, particularly if we would not be successful
6 in pursuing this class action. In such instance, we would have been left with no compensation for all the time
7 taken in litigating this case due to the contingency fee arrangement. Indeed, I have taken on a number of class
8 action cases that have resulted in thousands of attorney hours being expended and ultimately having the
9 defendant company going bankrupt during litigation. The contingent risk in these types of cases is very real
10 and occurs regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which
11 could have resulted in a larger, and less risky, monetary gain.

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

21 74. As of the drafting of this motion, my office has incurred \$23,802.36 in expenses litigating
22 this action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably
23 necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs
24 are below the maximum amount allowed under the Settlement, the difference will be allocated to the
25 Participating Class Members. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

- 4 (a) Numerous interviews with Plaintiffs and review of documents provided by them;
- 5 (b) Legal research and investigation regarding Defendant's business and employment practices
6 at numerous points in the litigation;
- 7 (c) Preparation and submission of Plaintiffs' PAGA notices, including amended notices;
- 8 (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint
9 and subsequent first amended complaint;
- 10 (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel
11 regarding mediation and to obtain relevant documents and information through informal
12 discovery;
- 13 (f) Research and preparation of Plaintiffs' mediation brief;
- 14 (g) Analysis of the discovery production and preparation of a damages model with the aid of a
15 statistics expert;
- 16 (h) Attendance and active participation at a full day of mediation;
- 17 (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- 18 (j) Preparation of the motion for preliminary approval and the accompanying filings;
- 19 (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- 20 (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class
21 Notice mailing, Class responses, and preliminary and final calculations;
- 22 (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and
23 accompanying filings;
- 24 (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and
25 then monitoring of the distribution of funds following final approval; and
- 26 (o) Anticipated responding to Class Member inquiries and communicating with Plaintiffs
27 regarding the case.

76. Through the efforts of my office and Plaintiffs in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* \$500,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe that, without the efforts of my office or 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 September 28, 2026, at Los Angeles, California.

Kane Moon