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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

ANTOINETTE FERNANDEZ, AND SAMANTHA SHAUNEE BROWN, individually, and on behalf of all others similarly situated,

Plaintiffs,

vs.

ARAMARK UNIFORM & CAREER APPAREL, LLC, now known as VESTIS SERVICES, LLC, a limited liability company; and DOES 1 through 10, inclusive,

Defendant.

Case No. 2:23-cv-07711-CAS-PD

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 Motion for Preliminary Approval of Class and Representative Action Settlement, the Declaration of Plaintiff Antoinette Fernandez, the Declaration of Plaintiff Samantha Shaunee Brown, the Declaration of Sean Hartranft, and [Proposed] Order*]

PRELIMINARY APPROVAL HEARING:

Date: November 23, 2026
Time: 10:00 a.m.
Courtroom: 8D
Hon. Christina A. Snyder

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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 Antoinette Fernandez and the putative Class.

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

3. This Declaration is submitted in support of Plaintiffs' Motion for Preliminary Approval of the Class and Representative Action Settlement.

CASE BACKGROUND AND PROCEDURAL HISTORY

4. This is a wage and hour class action 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 Antoinette Fernandez ("Plaintiff Fernandez") and Samantha Shaunee Brown ("Plaintiff Brown", together with Plaintiff Fernandez, the "Plaintiffs") seek preliminary approval of the Stipulation of Class and PAGA Representative Action Settlement ("Settlement") between Plaintiffs and Defendant Aramark Uniform & Career Apparel, LLC, now known as Vestis Services, LLC ("Defendant") (together with Plaintiffs, the "Parties"); to represent a class of all current and former non-exempt employees in California since July 12, 2020, who were assigned to work at the Riverside Market Center or the Western First Aid & Safety division during the Class Settlement Period from July 12, 2020, through and including the Preliminary Approval Date, for various violations of the California Labor Code; certification of the putative Class; and approval of the Notice of Settlement. The Settlement, which was reached after extensive informal discovery and investigation, and an arm's-length mediation, provides substantial monetary payments to approximately 674 individuals. The Settlement also meets the requisite

criteria for settlement approval under California law. A true and correct copy of the Settlement is attached hereto as **Exhibit 1**.

5. Defendant provides rental uniforms and workplace supplies. Defendant employed Plaintiffs and other non-exempt, hourly-paid employees during the Class Period. Plaintiffs contend they and their coworkers were subjected to the same alleged unlawful labor practices.

6. On July 10, 2023, Fernandez submitted a notice letter to the California Labor and Workforce Development Agency (the "LWDA") under PAGA alleging violations of the California Labor Code on behalf of Defendant's non-exempt California employees.

7. On July 12, 2023, Plaintiff Fernandez filed a putative wage and hour class action against Defendant in Los Angeles County Superior Court, *Fernandez v. Aramark Uniform & Career Apparel, LLC*, Case No. 23STCV16346, alleging causes of action for (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay wages at termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices (the "*Fernandez* Class Action").

8. On September 15, 2023, Defendant removed the *Fernandez* Class Action to the Central District of California as Case No. 2:23-cv-07711. On October 25, 2023, Plaintiff Fernandez filed a First Amended Complaint in the *Fernandez* Class Action, which dropped the eighth cause of action for unfair business practices.

9. On October 26, 2023, Plaintiff Fernandez filed a Representative Action Complaint in Los Angeles County Superior Court, *Fernandez v. Aramark Uniform & Career Apparel, LLC*, Case No. 23STCV26252, alleging causes of action for (1) Civil Penalties Under PAGA (Cal. Lab. Code § 2699, et seq.) based on the following alleged violations of the California Labor Code: failure to (a) pay

minimum wages and/or overtime wages for all hours worked, (b-c) provide meal or rest periods, (d) indemnify necessary expenses, (e) timely pay wages upon termination, (f) maintain accurate records, and (g) provide compliant wage statements (the "*Fernandez* PAGA Action").

10. On June 20, 2024, Plaintiff Brown filed a putative class action complaint in Los Angeles County Superior Court, *Brown v. Western First Aid & Safety*, Case No. 24STCV15418. Plaintiff Brown's original complaint alleged causes of action for (1) failure to pay minimum wage; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to pay accrued vacation time; (6) failure to provide compliant wage statements; (7) failure to timely pay final wages; (8) failure to timely pay all wages; (9) failure to maintain payroll records; (10) failure to reimburse business expenses; and (11) unfair competition (the "*Brown* Class Action"). Also on June 20, 2024, Brown submitted a notice letter to the LWDA under PAGA alleging violations of the California Labor Code on behalf of Defendant's non-exempt California employees.

11. On July 24, 2024, Defendant removed the *Brown* Class Action to the Central District of California as Case No. 2:24-cv-06238. On August 12, 2024, Plaintiff Brown filed a First Amended Complaint in the *Brown* Class Action, dropping the eighth and ninth causes of action for failure to timely pay all wages and failure to maintain payroll records.

12. On October 8, 2024, Plaintiff Brown filed a Representative Action Complaint in Los Angeles County Superior Court, *Brown v. Western First Aid & Safety, et al.*, Los Angeles Superior Court Case No. 24STCV26077, for civil penalties under PAGA based on the following alleged violations of the California Labor Code: (1) failure to pay minimum wages; (2) failure to pay wages and overtime; (3) meal period liability; (4) rest break liability; (5) failure to provide accurate itemized wage statements; (6) failure to timely pay wages during

employment; (7) failure to pay wages owing at employment termination; and (8) failure to reimburse necessary business expenses (the "*Brown* PAGA Action").

13. On December 2, 2024, the Los Angeles County Superior Court deemed the *Fernandez* PAGA Action and *Brown* PAGA Action related, with the *Fernandez* PAGA Action as the lead case. On February 10, 2025, this Court consolidated the *Fernandez* Class Action and the *Brown* Class Action.

14. On February 27, 2025, Plaintiff Brown filed a Second Amended Complaint in the *Brown* Class Action, dropping the cause of action for unfair competition.

15. On October 21, 2025, following an exchange of pertinent documents and data, the Parties completed a daylong private mediation with experienced wage and hour mediator, Eve Wagner, and reached a settlement in principle to resolve all outstanding matters in the *Fernandez* Class Action, *Fernandez* PAGA Action, *Brown* Class Action, and *Brown* PAGA Action.

16. On February 4, 2026, the Los Angeles County Superior Court dismissed the *Fernandez* PAGA Action without prejudice. On February 20, 2026, Plaintiffs jointly filed a Second Amended Complaint ("SAC") in the *Fernandez* Class Action, adding a claim for PAGA penalties to this case, and making the *Fernandez* Class Action SAC inclusive of all claims originally raised in the *Fernandez* Class Action, *Fernandez* PAGA Action, *Brown* Class Action, and *Brown* PAGA Action.

17. On February 27, 2026, Plaintiff Fernandez submitted an amended notice letter to the LWDA under PAGA alleging violations of the California Labor Code on behalf of Defendant's non-exempt California employees. A true and correct copy of the February 27, 2026 notice letter is attached hereto as **Exhibit 2**.

18. On May 11, 2026, Plaintiffs filed a Third Amended Complaint to add the erroneously omitted cause of action for failure to pay sick leave.

19. On May 22, 2026, Brown submitted an amended notice letter to the LWDA under PAGA alleging violations of the California Labor Code on behalf of Defendant's non-exempt California employees.

20. Defendant and the Released Parties specifically and generally deny any and all liability or wrongdoing of any sort with regard to the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than Settlement, the Action is not appropriate for class or representative action treatment. Nonetheless, Defendant have concluded that further conduct of the Action would be protracted, distracting, and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement. Defendant has also taken into account the uncertainty and risks inherent in any litigation. Defendant has therefore determined that it is desirable and beneficial to it to settle the Action in the manner and upon the terms and conditions set forth in the Settlement.

DISCOVERY AND INVESTIGATION

21. The Parties agreed to mediate the matter and engaged in informal discovery for which the Parties adhered to a protocol for exchanging documents and information before the mediation. Defendant produced a sample of time and pay records for class members, as well as policy manuals in effect during the statutory period, and additional documents. Defendant also provided information regarding the total number of current and former employees. The data provided by Defendant were sufficient for Plaintiffs' counsel and expert to assess the strengths and weaknesses of the claims and to perform a thorough damages analysis.

22. After reviewing the documents regarding Defendant's wage and hour policies and practices, and analyzing Defendant's time and pay records, Class Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum monetary exposure for all claims. With the aid of a statistics expert retained to analyze the records produced, Class Counsel

prepared a damage analysis prior to mediation. The expert reviewed a 24% sample of the time and pay records of the Class, which allowed the expert to prepare a damages analysis with a reasonably degree of certainty. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. 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

23. On October 21, 2025, the Parties participated in private mediation with professional neutral mediator Eve Wagner, Esq. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their or its position through trial and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses, a settlement was reached by the Parties.

24. After the agreement to settle, counsel for the Parties met and conferred extensively over the course of several weeks to discuss the detailed terms of the settlement for purposes of finalizing a long-form settlement agreement and corresponding notice documents. Several drafts and revisions were circulated in order to arrive at the Settlement.

25. The Settlement has been submitted to the LWDA by Class Counsel. A true and correct copy of the confirmation email my office received from the LWDA is attached hereto as **Exhibit 3**. The LWDA has not objected to the Settlement.

TERMS OF THE SETTLEMENT

26. Defendant agrees to pay a Gross Settlement Amount of $488,630.00 to settle all aspects of the case. (Settlement, ¶ 3.3.1.) The Gross Settlement Amount shall be used to pay, as approved by the Court, Class Counsel's attorneys' fees and

costs, Enhancement Awards, Settlement Administration Costs, the PAGA Payment to the LWDA and the PAGA Members, and the Individual Settlement Payments to the Participating Class Members. (*Id.*) The Net Settlement Amount is the portion of the Gross Settlement Amount available for distribution to the Participating Class Members, which shall equal the Gross Settlement Amount less PAGA Payment, Court-approved attorneys' fees and costs award to Class Counsel, Settlement Administration Costs, and the Enhancement Awards. (*Id.* at ¶ 1.21.)

27. The Settlement allocates, subject to Court's approval, a Class Representative Enhancement Award of $10,000 to each Plaintiff, payable from the Gross Settlement Amount, and in addition to the amounts each are entitled to receive as Participating Settlement Class Members. (*Id.* at ¶ 3.4.1.) Any amount of the total Class Representative Enhancement Award that is not awarded by the Court shall be added to the Net Settlement Amount. (*Id.*) This award is in recognition of their efforts in coming forward as Class Representatives and as consideration for a full, general, and comprehensive release of each Class Representative's Released Claims. (*Id.* at ¶ 1.13.)

28. The Settlement provides that Class Counsel may apply to the Court for an award of reasonable attorneys' fees not to exceed one third of the Gross Settlement Amount ($162,876.67) and seek an award of costs for reimbursement of Class Counsel's out-of-pocket costs incurred in the Action up to $35,000.00. (*Id.* at ¶ 3.4.2.) Any amount of Class Counsel's requested fees and costs that is not awarded by the Court shall be added to the Net Settlement Amount. (*Id.*) Pursuant to a Joint Prosecution Agreement, and as consented to in a signed writing by Plaintiffs, the attorneys' fees awarded by the Court will be divided as follows: 40% to Moon Law Group, PC, 20% to Kick Law Firm, and 40% to D.Law, Inc. At this time, my firm's litigation costs are approximately $20,380.05. A true and correct copy of a report showing these litigation costs to date is attached hereto as **Exhibit 4**.

29. The Settlement also provides for Settlement Administration Costs in an amount not to exceed $10,990.00. (*Id.* at ¶ 3.4.3.) Any amount of Settlement Administration Costs that is not awarded by the Court shall be added to the Net Settlement Amount. (*Id.*) The Parties jointly appointed APEX Class Action Administration ("Apex") as the neutral entity responsible for the administration of the Settlement, distribution of any amounts owed under this Settlement, and matters necessarily related thereto, pursuant to the terms of this Settlement, and subject to appointment by the Court. (*Id.* at ¶ 1.35.) A true and correct copy of the Apex's bid for $10,990.00 is attached hereto as **Exhibit 5**.

30. The Settlement allocates $50,000.00 as the PAGA Payment to be paid as penalties under PAGA, 75% ($37,500.00) of which will be paid to the LWDA and the remaining 25% ($12,500.00) shall be distributed to the PAGA Members as Individual PAGA Payments. (*Id.* at ¶ 3.4.5.) Any portion of the PAGA Payment not approved by the Court shall be added to the Net Settlement Amount and any additional amount ordered by the Court shall be paid from the Gross Settlement Amount. (*Id.*) The Individual PAGA Payments shall be distributed based on a pro rata share based on the number of Eligible Pay Periods each PAGA Member worked during the PAGA Settlement Period. (*Id.*)

31. "Participating Class Members" means the Settlement Class Members who do not timely request to be excluded from the class portion of the settlement. (*Id.* at ¶ 1.27.) Each Participating Class Member will be entitled to receive an Individual Settlement Payment, which will be paid out of the Net Settlement Amount, and will be calculated on a pro rata basis, based on the Eligible Workweeks each Participating Class Member worked during the Class Settlement Period. (*Id.* at ¶ 3.4.4.) No claim form is required for a Settlement Class Member to become a Participating Class Member. (*Id.* at ¶ 1.27.)

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

32. Class Counsel have conducted a thorough investigation into the facts

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

33. Based on Class Counsel's analysis of the time, payroll, and additional records provided by Defendant, Plaintiffs' expert's analysis of the time and payroll records provided by Defendant, and information from Plaintiffs, Class Counsel evaluated Defendant's maximum exposure. Class Counsel took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. According to the data Defendant provided at the time of mediation, there are approximately 674 Settlement Class Members and approximately 45,330 Workweeks. Based on Defendant's payroll data, there are 475 former employees who fall within the 3-year statute of limitations period for Labor Code § 203 penalties, and 557 employees that fall within the 1-year statute of limitations period for penalties under Labor Code § 226 and PAGA. For PAGA Penalties, there are an estimated 31,182 pay periods worked by PAGA Members within the PAGA period. Class Members' estimated average hourly rate is $19.69.

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

Claim	**Relevant Time Period**	**Rate**	**Number of Violations**	**Amount**
Unpaid Wages (Regular Rate Issue)	45,330 Workweeks	$19.69 Average Regular Rate of Pay	Based on Expert Analysis of Records	***$44,473.00** **$11,118.25**
Unpaid Overtime Wages (Off-the-Clock)	45,330 Workweeks	$19.69 Average Hourly Rate	35,666 Net Unpaid Hours (assuming 10 minutes per shift; 95.5% overtime)	****$1,037,594.38** **$103,759.44**

Meal Period Violations	45,330 Workweeks	$19.69 Average Hourly Rate	14,912 Unique Meal Break Violations (based on expert analysis of records)	***$293,617.28** **$73,404.32**
Rest Break Violations	45,330 Workweeks	$19.69 Average Hourly Rate	106,805 Unique Rest Break Violations (assumes 50% violation rate for shifts of at least 3.5 hours)	****$2,102,990.45** **$210,299.05**
Unreimbursed Business Expenses Violations	45,330 Workweeks	$40.00 / Month	Assumes $40.00 / Month	****$302,200.00** **$30,220.00**
Labor Code §203 (Waiting Time Penalties)	Based on approx. 475 terminated employees within the 3-year SOL	$19.69 Average Hourly Rate / 30-day max.	Assumes 9 Hours/Day	*****$2,677,305.00** **$133,865.25**
Labor Code §226 (Inaccurate Wage Statements)	Based on approx. 557 employees within the 1-year SOL	$50 per Initial Pay period / $100 per Subsequent Pay Periods / $4,000.00 employee max.	Based on 31,182 Pay Periods within the 1-year SOL	*****$2,228,000.00** **$111,400.00**
PAGA	Based on 31,182 pay periods within the 1-year SOL	$100 per Pay Period	Based on 31,182 pay periods within the 1-year SOL	*****$3,118,200.00** **$155,910.00**
Total for risk adjusted exposure of Class Claims				**$829,976.30**
* These figures are discounted based on a 25% probability of prevailing on class certification and on the merits.				

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

34. Plaintiffs' unpaid wages claim is based in part on allegations that Defendant failed to incorporate all remuneration into Settlement 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 372 identifiable payments with the pay codes AWG (1), BOZ (2), DRB (7), UATT (362) that were made yet not factored into the regular rate of pay, potentially impacting 3.7% of Settlement Class Members for sick pay, 4.3% of Settlement Class Members for meal premium pay, and 20.1% of Settlement Class Members for overtime pay and resulting in a maximum exposure of $44,473.00. Defendant argues that it has accurately paid Plaintiffs and the Settlement Class Members in accordance with California Law. Additionally, Class Counsel also acknowledges that to the extent Defendant failed to incorporate any of the additional payments into the regular rate of pay, which it denies, Plaintiff's expert found that only 4.0% of pay periods included overtime and additional compensation, only 0.1% of pay periods included sick pay and additional compensation, and only 0.1% of pay periods included meal premium pay and additional compensation. Due to Defendant's minimal exposure, Class Counsel 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, Class Counsel arrived at **a realistic damage estimate of $11,118.25 for the regular rate claim.**

35. The unpaid wages claim is also based on allegations that Defendant did not compensate Class Members for all hours worked. In particular, Plaintiffs alleged Defendant failed to compensate all Class Members for all hours worked, including overtime wages. For purposes of mediation and based on information

from Plaintiffs, Class Counsel estimated that Class Members worked approximately 10 minutes off-the-clock per shift, resulting in a total of 35,666 net unpaid hours, 95.5% of which was overtime. Accordingly, Plaintiffs' expert determined that Defendant's potential liability is $1,037,594.38 Defendant contends that all time worked was compensated, that Class Members were not permitted to work off-the-clock, and that this claim is highly individualized and not susceptible to class-wide treatment. I acknowledge that "off-the-clock" claims are difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this claim—there are no records to be used as evidence. In light of these defenses, and for purposes of settlement, Class Counsel discounted the maximum potential liability by 90%; accordingly, Class Counsel arrived at **a realistic damage estimate of $103,759.44 for the off-the-clock claim.**

36. The meal period claim is based on the allegation that Defendant failed to provide or maintain sufficient meal period policies or practices, such that Class Members were often not able to take code-compliant meal breaks, and instead were subjected to late, short, or interrupted meal periods. An analysis of the sample records produced by Defendant revealed approximately 14,912 shifts recorded a short, late or missing meal period, or a 7.0% rate for shifts over 5 hours. As a result, Defendant's maximum potential liability is estimated to be $293,617.28. Defendant contends that it has and enforces California-compliant meal period policies and it contends that many meal breaks were taken and, where a short, late or missing meal period appears in the records, it was a result of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the fifth hour, or to stop his or her break early to return to work. The time and pay records support Defendant's defense as 94% of the violations were accompanied with a meal waiver. Moreover, certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods.

Therefore, Class Counsel applied a 75% discount to the maximum exposure figure; accordingly, Class Counsel arrived at **a realistic damage estimate of $73,404.32 for the meal break claim.**

37. The rest break claim is based on the allegation 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 precise number of rest break violations could not be calculated since Defendant neither documented, nor is required to document, when Class Members took their required rest breaks. For purposes of mediation and based on information from Plaintiffs, Class Counsel assumed a 50% violation rate, resulting in 106,805 violations and a maximum potential liability of $2,102,990.45. Defendant contends that it has and enforces California-compliant rest period policies, that Plaintiffs lack admissible classwide evidence of rest period violations, that Class Members voluntarily chose to forego some rest breaks and, significant for purposes of class certification, that this claim is individualized in nature and therefore would require declarations indicating the majority of Class Members experienced issues as to rest breaks. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential liability by 90%.; accordingly, I arrived at **a realistic damage estimate of $210,299.05 for the rest break claim.**

38. The unreimbursed business expenses claim is based on the allegation that Defendant did not reimburse Settlement Class Members for all expenses they incurred in direct consequence of the discharge of their duties. For example, Plaintiff Fernandez alleges that Settlement Class Members who worked for Defendant in Riverside, California were required to maintain their work uniforms, without reimbursement from Defendant. The precise value of all necessary business expenses Settlement Class Members incurred could not be calculated, in light of the

fact that Plaintiffs did not document the actual or average amount they spent on maintaining their uniforms. Therefore, in preparation for mediation, Class Counsel estimated that Defendant should have reimbursed each Class Member $40.00 dollars per month, resulting in a maximum potential liability of $302,200.00. However, Defendant contends that it provided uniform cleaning without charge to Settlement Class Members and that the ordinary home laundering of uniforms is not a reimbursable expense under California law. Moreover, Defendant argues that the reimbursement claim would be difficult to certify, given the individualistic nature of this claim. Therefore, I applied a 90% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $30,220.00 for the unreimbursed business expenses claim.**

39. With respect to Plaintiff's derivative claims for statutory and civil penalties, Defendant's maximum potential recovery, prior to risk-adjustment, is $8,023,505.00, which breaks down as follows: **$2,677,305.00** for waiting time penalties for approximately 475 terminated Class Members in the 3-year SOL; a **$2,228,000.00** penalty for inaccurate wage statements based on approximately 557 Class Members in the 1-year SOL; and **$3,118,200.00** for PAGA penalties based on 31,182 Pay Periods and the Court assessing a $100 penalty for each pay period containing a violation. However, I believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties and given Defendant's defenses, including without limitation, that any failure to pay all final wages at the time of separation was not willful or intentional and that to the extent Plaintiffs received wage statements that were allegedly inaccurate, Plaintiffs suffered no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore, considering the underlying wage claims are realistically estimated to be $428,801.05, awarding such a

disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty (resulting in **$133,865.25** for waiting time penalties, **$111,400.00** for inaccurate wage statement penalties, and **$155,910.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate of $401,175.25 for statutory and civil penalties.**

40. **In total, these estimated figures aggregate to $829,976.30, which represents a realistic recovery for all claims, including penalties.** The Gross Settlement Amount of $488,630.00 therefore represents 59% of the realistic recovery. Because of the proposed Settlement, Settlement Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

41. The Net Settlement Amount is approximately $209,763.33.[1] The Class is comprised of 674 Settlement Class Members. As a result, the average Individual Settlement Payment is approximately $311.22. The amounts to Participating Class Members will vary based on the duration of employment during the Settlement Class Period. Thus, Settlement Class Members who worked longer for Defendant during the Settlement Class Period will receive a benefit greater than the average amount.

42. The proposed Settlement of $488,630.00 therefore represents a substantial recovery when compared Plaintiffs' reasonably forecasted maximum recovery. Especially in light of the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, the legitimate controversy that exists as to each cause of action, the expense and time which would be required to prove the amount of wages due to each Settlement Class Member, and the

[1] The Net Settlement Amount is: $488,630.00 minus $20,000 for Class Representative Enhancement Awards to Plaintiffs, minus $10,990.00 in Settlement Administration Costs, minus $50,000.00 for PAGA Payment, minus $162,876.67 for attorneys' fees, and minus $35,000.00 for maximum litigation expenses.

possibility that the Court would discretionarily decide not to impose civil penalties under the PAGA, the Settlement is within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate. Moreover, despite Plaintiffs' legally and factually backed confidence in the merits of their claims, the fact that the issues were fairly contested, and considering the risks and accompanying expense of further litigation, the Settlement is in the best interest of the Settlement Class. Indeed, although the Parties have already engaged in a significant amount of investigation, informal discovery, and class-wide data analysis, the Settlement avoids formal written discovery, trial, as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs and/or an adverse summary judgment ruling. Were the Court to certify any claims, Defendant could move to decertify the claims. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

43. Thus, the Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiffs' claims. While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving the amount of wages due to each class member would be an expensive, time-consuming, and uncertain proposition. Furthermore, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the class.

THE ENHANCEMENT AWARDS FOR PLAINTIFFS ARE REASONABLE

44. Plaintiffs are seeking enhancement awards of $10,000.00 each (totaling $20,000) to compensate the named Plaintiffs for the critical role they played in this case, and the time, effort, and risks undertaken in helping secure the result obtained on behalf of the Settlement Class Members. In agreeing to serve as Class Representatives, Plaintiffs formally agreed to accept the responsibilities of representing the interests of all Settlement Class Members. Throughout this litigation, Plaintiffs, who were former employees of Defendant, have cooperated

immensely with my office and co-counsels', and have taken many actions to protect the interests of the class. Plaintiffs provided valuable information regarding their hours worked, and what duties were performed during those hours. Plaintiffs also provided information regarding meal and rest periods taken and missed by Plaintiffs and the Settlement Class. Plaintiffs participated in decisions concerning this action, assisted in preparation for the mediation, and provided Class Counsel with the names and contact information of potential witnesses in this action. Before Class Counsel filed the actions, Plaintiffs worked with Class Counsel to determine the viability of their claims. Plaintiffs also provided information and documents relating to their employment with 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.

45. At the same time, Plaintiffs faced many risks in adding themselves as the class representatives in this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public record in an employment lawsuit could also very well affect their likelihood for future employment.

46. In turn, Settlement Class Members will now have the opportunity to participate in a settlement, reimbursing them for wage violations they may have never known about on their own or been willing to pursue on their own. If the Class Members tried to pursue their legal remedies on their own, each would have to expend a significant amount of their own monetary resources and time, which were obviated by Plaintiffs putting themselves on the line on behalf of the Class.

47. 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 Settlement Class Members. The requested enhancement awards for Plaintiffs for their services as Class Representatives are relatively modest amounts of money considering the time and effort put into the

litigation and in comparison, to enhancements granted in other class actions. The requested enhancement awards are therefore reasonable to compensate Plaintiffs for their active participation in this lawsuit. Defendant does not oppose the requested payments to these representatives as reasonable enhancement awards and in consideration of the full releases given by Plaintiffs.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

48. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third of the Settlement Amount ($162,876.67), plus actual costs and expenses not to exceed $35,000.00. The proposed award of attorneys' fees to Class Counsel in this case can be justified under either method – lodestar or percentage recovery. Class Counsel, however, intend to base the proposed award of fees, costs, and expenses on the percentage method as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

49. As of the date of the declaration, my office has incurred $20,380.05 in costs. *See* Ex. 4. I am informed and believe that the fee and costs provision is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. 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.

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

51. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken into litigating this case. Indeed, I have taken on a number of class action cases that have resulted in

thousands of attorney hours being expended and ultimately having the defendant company go bankrupt. Here, Defendant's vigorous and skillful defense further confronted Class Counsel with the prospect of recovering nothing or close to nothing for their commitment to and investment in the case. The contingent risk in these types of cases is very real and occurs regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain. Nevertheless, Plaintiffs and Class Counsel committed themselves to developing and pressing Plaintiffs' legal claims to enforce the employees' rights and maximize the class recovery.

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

53. As of the drafting of this motion, my office has incurred $20,380.05 in expenses litigating this action, and we anticipate accruing additional costs up to final approval of the Settlement. These expenses were reasonably necessary to the litigation and were actually incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in the Settlement. In the event costs do not reach or exceed the maximum amount allowed in the settlement agreement, the difference will revert to the Settlement Class Members.

MY EXPERIENCE AND QUALIFICATIONS

54. 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.

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

56. 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.

57. My current billing rate is $950.00 per hour, which is my usual hourly rate for wage and hour litigations.

58. 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).

LILIT TER-ASTVATSATRYAN'S EXPERIENCE AND QUALIFICATIONS

59. Lilit Ter-Astvatsatryan is a Partner at Moon Law Group, PC. Since she was admitted to the California Bar, her practice has exclusively focused on labor and employment class action lawsuits involving California and federal labor laws. Prior to her employment at Moon Law Group, PC, she worked at Setareh Law Group, where

she worked with Senior Counsel and mentor H. Scott Leviant on over 80 class actions.

60. Ms. Ter-Astvatsatryan received her Juris Doctorate from the University of California, Hastings College of the Law in 2017, where she served as a Symposium Editor for the Hastings Race and Poverty Law Journal and a Teaching Assistant to the Legal Research & Writing and Legal Analysis programs. In law school, she served as a Judicial Extern to the Honorable Patrick J. Walsh of the United States District Court, Central District of California.

61. Ms. Ter-Astvatsatryan received her undergraduate degree in 2014 from the University of California, Los Angeles with a Bachelor of Arts degree in Anthropology and a minor in English Literature.

62. Ms. Ter-Astvatsatryan's billing rate is $850.00 per hour, which is her usual hourly rate in wage and hour litigations.

63. As a partner working solely on wage and hour class action cases, she has been involved in all aspects of complex litigation, including assisting in class certification motions in the following cases:

(a) Macario Gonzalez v. Metcon TI, Inc., Alameda Superior Court, Case No. RG19015589 [after class certification motion was filed, the parties attended mediation and ultimately resolved the matter on a class wide basis];

(b) Miguel Angel Lopez Cuadras v. R.C. Wendt Painting, Inc., Los Angeles Superior Court, Case No. BC705964 [after class certification motion was entirely briefed, the parties attended mediation and ultimately resolved the matter on class wide basis]; and

(c) Noe Armendariz v. Kinkisharyo International, LLC, United States District Court, Central District of California, Case No. 2:19-cv-08757-JAK-KS [motion for class certification filed, decision pending].

64. Additionally, the following is a list of cases where she briefed preliminary and final approval motions of class action settlements that were ultimately granted by

each respective Court:

(d) Ana Rose De Jesus, et al. v. Philippine National Bank, et al, Los Angeles Superior Court, Case No. BC673024;

(e) Andres De La Riva Sotelo v. Belfor USA Group, Inc., Los Angeles Superior Court, Case No. BC688895;

(f) Carlos Vertti v. Bagcraft Papercon III, LLC, et al., Los Angeles Superior Court, Case No. 19STCV12729;

(g) Christopher Thurman v. Wanton Group SP, LLC, et al, Los Angeles Superior Court, Case No. 19STCV18772;

(h) Francisca Velasco v. Paige, LLC, Los Angeles Superior Court, Case No. 19STCV12114;

(i) Jose Montoya v. The Golden 1 Credit Union, Sacramento Superior Court, Case No. 34-2018-00228252;

(j) Malu Vaesau v. Double AA Corporation, San Francisco Superior Court, Case No. CGC-19-572598;

(k) Tyler Jones v. Citiguard, Inc., Los Angeles Superior Court, Case No. BC664890; and

(l) Venancio Miranda v. Maximum Nursery, Inc., Santa Barbara Superior Court, Case No. 19STCV06041;

65. In addition to her work on complex litigation matters and class actions, she has authored published articles on California labor laws, including:

(m) Lilit Ter-Astvatsatryan and H. Scott Leviant, Where Troester Stops Not Even Troester Knows, Daily Journal (Los Angeles & San Francisco), July 2, 2019; and

(n) Lilit Ter-Astvatsatryan and H. Scott Leviant, Unaccounted Time: Reading the Tea Leaves of Troester, Daily Journal (Los Angeles & San Francisco), September 12, 2018.

MICHAEL CITRIN'S EXPERIENCE AND QUALIFICATIONS

66. Michael Citrin is an associate attorney at Moon Law Group, PC. Mr. Citrin advocates for employees in both state and federal court in employment and related litigation. Since joining Moon Law Group, PC, his practice has focused on wage-and-hour actions involving claims related to unpaid overtime and minimum wages, meal and rest break violations, unreimbursed business expenses, improper wage statements, and unfair business practices, as well as discrimination claims rising under California law.

67. Mr. Citrin received his B.A. in Literature and Linguistics with honors from The Macaulay Honors College at Hunter, CUNY. He received his Juris Doctorate and Public Interest Certificate from University of Southern California, Gould School of Law ("USC"). While in law school, Mr. Citrin participated in the Hale Moot Court honors program and worked as a student clinician for USC's Post-Conviction Justice Project. Mr. Citrin also worked as a TA for a Poverty Law class. Following law school, Mr. Citrin worked as an immigration defense attorney, advocating for individuals in removal proceedings, and then as a Deputy Federal Public Defender, representing indigent individuals accused of federal crimes.

68. Mr. Citrin became an Active Member of the State Bars of California in 2020 and has been an Active Member in good standing continuously since then. He is also admitted to practice in the United States District Court for the Eastern, Southern, and Central Districts of California.

69. Mr. Citrin's billing rate is $650.00 per hour, which is his usual hourly rate in wage and hour litigations.

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

70. 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 currently 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, knowledge, and experience in areas of wage-and-hour class and PAGA actions, and labor and employment law generally, the substantive (state and federal) and procedural law of which is frequently evolving.

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

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

73. I do not believe that I or any other attorneys of my firm have any conflicts of interest with the named Plaintiffs, PAGA Members, or the proposed Administrator. I am not related to any of the Plaintiffs. I respectfully submit that Moon Law Group, PC is competent and well suited to act as Class Counsel in this action, and we have and will continue to vigorously represent the interests of the Settlement Class.

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 included, without limitation, the following:

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

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

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

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

(e) Contacting witnesses;

(f) Review and analysis of the timekeeping and payroll data with the aid of a statistics expert;

(g) Research and preparation of Plaintiffs' mediation brief;

(h) Attendance at mediation;

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

(j) Preparation of the motion for preliminary approval.

75. Through the efforts of Class Counsel and Plaintiffs in this case, a fair and reasonable resolution has been reached that includes a non-reversionary payment by Defendant of at least $488,630.00 to compensate the Settlement Class for Defendant's alleged employment practices. I am informed and believe that, without the efforts of Class Counsel or Plaintiffs, the Labor Code and Wage Order violations alleged in this action would have gone completely unremedied.

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

Executed on October 20, 2026, at Los Angeles, California.

_____

Kane Moon