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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN BERNARDINO**

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| TREMAYNE RICHARDSON and VINCENT P. CABRAL, individually, and on behalf of all others similarly situated,<br><br>Plaintiff,<br><br>vs.<br><br>ROBERTSON'S TRANSPORT, LTD., a California corporation; and DOES 1 through 10, inclusive,<br><br>Defendants | Case No.: CIVSB2322799<br><br>**DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**<br><br><u>PRELIMINARY APPROVAL HEARING</u>:<br>Date: May 4, 2026<br>Time: 9:00 a.m.<br>Judge: Kory Mathewson<br>Dept.: R12<br><br>[*Filed with Plaintiff's Notice of Motion and Memorandum of Points and Authorities, the Declaration of William Sung, the Declaration of Plaintiff Richardson, the Declaration of Plaintiff Cabral, and [Proposed] Preliminary Approval Order]*<br><br>Action Filed: September 15, 2023<br>Trial Date: Not Set |

**DECLARATION OF KANE MOON**

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Tremayne Richardson ("Plaintiff Richardson") and the putative Class. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

CASE BACKGROUND

2. 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"). Plaintiff Richardson and Plaintiff Vincent P. Cabral ("Plaintiff Cabral") (together with Plaintiff Richardson, "Plaintiffs") seek to represent a class of all persons currently or formerly employed by Defendant Robertson's Transport, LTD ("Defendant"), either directly or through any subsidiary, staffing agency, joint venture or professional employer organization, as non-exempt, hourly-paid employees during the period from November 5, 2021 to July 30, 2025, as set forth in the Class Action and PAGA Settlement Agreement and Class Notice (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 trucking company that transports raw materials and concrete products throughout Southern California. Defendant has employed Plaintiffs and other putative Class Members in California during the putative Class Period.

4. Plaintiffs' claims for unpaid minimum and overtime wages stem from allegations that Defendant failed to incorporate all remunerations into the regular rate of pay for purposes of paying Class Members overtime wages and sick pay and that Defendant failed to compensate employees for all off-the-clock work. Plaintiffs' meal and rest period claims are based on allegations that due to the nature of their work, Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-code-compliant breaks. Plaintiffs further bring a claim for unreimbursed necessary business expenses based on allegations that Class Members were required to use their personal cellphones and purchase tools for business purposes, without reimbursement for the same.

Finally, Plaintiffs also bring derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

5. On September 15, 2023, Plaintiff Richardson filed a complaint against Defendant alleging causes of action for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide and maintain accurate and compliant wage statements; and (8) Unfair Business Practices (the "*Richardson* Action"). On September 19, 2023, Plaintiff Cabral filed a complaint against Defendant alleging causes of action for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide and maintain accurate and compliant wage statements; (6) failure to timely pay final wages at termination; (7) failure to indemnify necessary business expenses; (8) violation of Labor Code § 226.2; and (9) Unfair Competition (the "*Cabral* Action"). On October 19, 2023, Plaintiff Cabral filed the First Amended Complaint in the *Cabral* Action, adding a cause of action for violation of PAGA.

6. On October 14, 2025, Plaintiff Richardson and Defendant filed a Joint Stipulation for Leave to File First Amended Complaint in the *Richardson* Action to consolidate the *Richardson* Action and the *Cabral* Action. On November 14, 2025, the Court granted Plaintiff Richardson leave to file the First Amended Complaint (the "Operative Complaint"), which Plaintiff Richardson filed on November 17, 2025. Plaintiffs submitted a filed-stamped copy of their complaints containing the Court-assigned case numbers to the LWDA.

7. On September 9, 2023, pursuant to California Labor Code § 2699.3(a), Plaintiff Richardson submitted a PAGA notice of alleged Labor Code violations to the LWDA, with certified mail service on Defendant. A true and correct copy of Plaintiff Richardson's PAGA notice is attached hereto as **Exhibit 2**. On August 14, 2023, pursuant to California Labor Code § 2699.3(a), Plaintiff Cabral submitted a PAGA notice of alleged Labor Code violations to the LWDA, with certified mail service on Defendant. Plaintiff Cabral subsequently submitted an amended PAGA notice on September 17, 2023, with certified mail service on Defendant. Plaintiffs' respective PAGA administrative exhaustion period expired without the LWDA indicating any intent to investigate the alleged violations.

8. Defendant ardently opposes the merits of this case and deny Plaintiffs' factual allegations. Defendant argues the putative Class was paid all minimum wages, overtime wages, and sick pay owed. Defendant maintains compliance with all its meal and rest period obligations. As for the unreimbursed business expenses, Defendant maintains it reimbursed Class Members for all necessary business expenses incurred. To the extent Class Members received wage statements that were allegedly inaccurate, Defendant assert Class Members suffered no actual damage or harm as a result, and that there was no knowing or intentional violation. (*See, e.g.*, *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12–05860 CRB, 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) With respect to Plaintiffs' claim for waiting time penalties, Defendant alleges its good-faith belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiffs cannot prove Defendant's alleged failure to pay all final wages at the time of separation was "willful." (*See, e.g.*, *Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED CV 11–298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendant claims it did not engage in any unfair business practices and deny liability under PAGA. Defendant also maintains the claims are improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that could bar class certification or significantly reduce Defendant's overall liability.

## DISCOVERY AND INVESTIGATION

9. Following the filing of the actions, Plaintiffs and Defendant met and conferred regarding an agreement to mediate Plaintiffs' claims. The Parties agreed to mediate the action with Hon. Carl West (ret.), an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal exchange of documents and information before the mediation. Prior to mediation, Plaintiffs obtained from Defendant, through informal but extensive discovery, information sufficient to meaningfully evaluation the claims at issue in the action, including applicable written policies, the employee handbook in effect during the Class Period, Plaintiffs' complete personnel file, a statistically significant sample of time and corresponding payroll records for employees, and information regarding the estimated number of current and former employees, Workweeks, PAGA Pay Periods, and average hourly pay.

10. In preparation for mediation, Plaintiffs' Counsel reviewed and analyzed all the information Defendant provided, including the sample time/pay records and documents regarding Defendant's wage and hour policies. Plaintiffs' Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to mediation. The sample time and pay records analyzed contained 136,456 shifts that employees worked (representing approximately 41.5% of total shifts), which allowed Plaintiffs' expert to prepare an analysis with a high degree of certainty. In conjunction with their extensive factual investigation, Plaintiffs' Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiffs' Counsel were able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiffs' and their Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

## SETTLEMENT NEGOTIATIONS

11. Mediation occurred on February 19, 2025. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties reached a settlement, the material terms of which are encompassed within the Settlement.

12. To the best of my knowledge, I am not aware of any individual, representative, or class action in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted in this action on behalf of a class or group of individuals who would also be members of the putative Class, as defined in this matter other than the class action settlement for the case *Fiske v. Robertson's Transport, Ltd,* filed on August 21, 2020 in the Superior Court of the State of California, County of San Bernardino, Case No. CIVDS2018316 *("Fiske* Settlement"). In the *Fiske* Settlement, the Court approved a class action settlement for all current and former non-exempt employees who held the position of Transport Driver of Defendant in California from April 6, 2016 through November 5, 2021. The class period for this Settlement begins on November 5, 2021. I have come to the foregoing conclusion after a reasonable inquiry and review of the LWDA's PAGA Case Search website, this Court's case search website, and other information reasonably

available online. Additionally, Defendant has not indicated there is any other related case pending as of the date of this declaration. As such, I am unable to name any case, other than the *Fiske* Settlement, the nature of any claims asserted in such cases, or the definition of a class of parties on whose behalf any action was brought that would overlap with the putative Class, as defined in this matter, or would otherwise be extinguished or adversely affected by approval of this Settlement.

13. In compliance with Labor Code section 2699, Plaintiffs' Counsel submitted to the LWDA a notice of settlement and a copy of the proposed Settlement Agreement. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**. To date, the LWDA has not indicated any intent to investigate the allegations, intervene in the litigation, or object to the proposed Settlement.

14. The key financial terms of the Settlement are as follows:

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| **Gross Settlement Amount ("GSA")** | $1,400,000.00, non-reversionary |
| **Deductions from GSA** | |
| Class Representative Service Payments | Not to exceed $10,000.00 to each Plaintiff ($20,000.00 total) |
| Class Counsel Fees Payment | One-Third of the GSA (currently estimated to be $466,666.67; this amount is subject to increase if the Escalator Clause is triggered) |
| Class Counsel Costs Payment | Not to exceed $30,000.00 |
| Administration Expenses Payment | Not to exceed $10,000.00 |
| PAGA Penalties | $50,000.00 (to be distributed as: 75%, or $37,500.00, to the LWDA; and 25%, or $12,500.00, to Aggrieved Employees). The estimated average Individual PAGA Payment for each of the estimated 675 Aggrieved Employees is $18.52. Actual amounts of Individual PAGA Payments will be based on the number of PAGA Period Pay Periods worked by each Aggrieved Employee. |

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| **Estimated Net Settlement Amount ("NSA")** | $822,433.33. The estimated average Individual Class Payment to each of the approximately 1,163 Class Members is $707.17. Actual amounts of Individual Class Payments will be based on the number of Workweeks worked by each Class Member. |
| **Employer-Side Payroll Taxes Separately Paid** | Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. |

(a) The Gross Settlement Amount is a non-reversionary, amount of $1,400,000.00, subject to potential increase under an escalator clause. (Settlement, ¶ 3.1.)

(b) The Settlement includes Class Representative Service Payments to Plaintiffs in an amount up to $10,000.00, each, from the Gross Settlement Amount, subject to the Court's approval, and in addition to the amount they are eligible to receive as Class Members. (*Id.* at ¶ 3.2.1.) This service payment is for Plaintiffs initiating the action and providing services in support of the action. (*Id.* at ¶ 1.14.) If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id.* at ¶ 3.2.1.)

(c) The Settlement provides for a Class Counsel Fees Payment of up to one-third of the Gross Settlement Amount (currently estimated to be $466,666.67) for Plaintiffs' Counsel's attorneys' fees, and a Class Counsel Litigation Expenses Payment of not more than $30,000.00. (*Id.* at ¶ 3.2.2.) If the Court approves a Class Counsel Fees Payment and/or a Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id.*) At this time, my firm has incurred $14,619.18 in costs, and a true and correct copy of these litigation costs is attached hereto as **Exhibit 4**. Additionally, I estimate that my office will incur no more than $500.00 in costs for filing fees that are reasonably incurred between preliminary and final approval.

(d) The Parties jointly appoint Atticus Administration, LLC ("Atticus") as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.2.) The Settlement Agreement provides the Administrator will be paid an Administration Expenses Payment from the Gross Settlement Amount, in an amount up to $10,900.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.3.) To the extent actual expenses are less and/or the Court approves payment less than the requested amount, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id.*) A true and correct copy of the Administrator's flat fee quote for $10,900.00 is attached hereto as **Exhibit 5**.[1]

(e) The Settlement provides for PAGA Penalties in the amount of $50,000.00, which will be distributed seventy-five percent (75%) ($37,500.00) to the LWDA through the LWDA PAGA Payment and twenty-five percent (25%) ($12,500.00) to Aggrieved Employees through Individual PAGA Payments. (*Id.* at ¶ 3.2.5.) Each Aggrieved Employee will be entitled to his or her pro rata share of the Individual PAGA Payments that is directly proportional to the number of PAGA Pay Periods[2] during which the Aggrieved Employee worked in the PAGA Period. (*Id.* at ¶ 3.2.5.1.)

(f) The "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. (*Id.* at ¶ 1.28.) The remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id.*) Class Members and/or Aggrieved Employees will not need to submit any claim form as a condition of receiving Individual Class Payments. (*Id.* at ¶ 3.1.)

(g) 33% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). (*Id.* at ¶ 3.2.4.1.) The remaining 67% portion of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for

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[1] Plaintiffs' Counsel obtained quotes from five other reputable settlement administrators and Atticus provided the lowest quote.

The quote from Atticus states that 40% of the administration costs is payable at the time class notices are provided to the Class and the remaining 60% is payable at distribution. However, Attius has agreed to waive the 40% due at notice such that 100% of the costs will be paid at distribution.

[2] The Parties inadvertently provided that Individual PAGA Payments would be calculated based on the number of "Workweeks" at ¶ 1.24 in the Settlement. This was in error, and the Parties agree that "Individual PAGA Payments" will be calculated according to the number of *PAGA Pay Periods* worked, as provided at ¶ 3.2.5.1 in the Settlement.

interest and penalties (the "Non-Wage Portion"). (*Id.*) Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. (*Id.* at ¶ 3.2.5.1.)

(h) It is estimated that the Net Settlement Amount available for Participating Class Members is $822,433.33. The estimated average Individual Class Payment for each of the estimated 1,163 Class Members is $707.17. From the $12,500.00 PAGA Penalties to Aggrieved Employees, the estimated average Individual PAGA Payment for each of the estimated 675 Aggrieved Employees is $18.52. Actual amounts of Individual Class Payments and Individual PAGA Payments will be based on the number of Workweeks and PAGA Pay Periods worked by each Class Member and Aggrieved Employee, respectively.

(i) Any settlement payments remaining uncashed following the 180-day cash-checking period will be voided by the Administrator and those funds transmitted to the California Controller's Unclaimed Property Fund in the name of each individual to whom the check was issued but who failed to cash the check on time, until such time that the individual claims the funds. (Settlement, ¶¶ 4.4.1, 4.4.3.)

15. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date. (*Id.* at ¶ 4.3.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

16. Plaintiffs' Counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing document and information exchange and on their own independent investigation and evaluation, Plaintiffs' Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses that Defendant may assert both to certification and on the merits, the Settlement is in the best interests of the Class.

17. Based on Plaintiffs' Counsel's review of the time, payroll, and additional records and information provided by Defendant, on Plaintiffs' expert's analysis of the sample time and payroll records provided by Defendant, and on information from Plaintiffs, Plaintiffs' Counsel evaluated and estimated Defendant's maximum and risk-adjusted exposure. Based on a review of its records to date, Defendant

estimates there are 1,163 Class Members who collectively worked a total of 71,000 Workweeks, and 675 Aggrieved Employees who worked a total 45,975 PAGA Pay Periods. (*Id.* at ¶ 4.1.) Additionally, Defendant's payroll data showed there were approximately 313 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties and that Class Members' average hourly rate is approximately $22.49.

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

| Claim | Relevant Time Period | Rate | Number of Violations | Realistic Exposure Amount |
|---|---|---|---|---|
| Unpaid Wages (Regular Rate Issue) | 71,000 Workweeks | $22.49 average regular rate of pay | Based on expert analysis of records | **$31,175.25*** |
| Unpaid Wages (Due to Off-the-Clock Work) | 71,000 Workweeks | $22.49 average hourly rate | 164,318 net unpaid hours (assuming 30 minutes per shift; 95.3% overtime) | **$545,642.32**** |
| Meal Period Violations | 71,000 Workweeks | $22.49 average hourly rate | 215,569 unique meal break violations (assumes 66.6% violation rate for shifts over 5 hours) | **$1,212,036.70*** |
| Rest Period Violations | 71,000 Workweeks | $22.49 average hourly rate | 218,095 unique rest break violations (assumes 66.6% violation rate for shifts of at least 3.5 hours) | **$490,495.66**** |
| Unreimbursed Business Expenses | 71,000 Workweeks | Assumes $25 per month for cell phone expenses; $150 per employee for tools | Based on information from Plaintiffs | **$21,882.50**** |

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| Labor Code § 203 | Based on approx. 313 terminated employees within the 3-year SOL | $22.49 average hourly rate / 30-day max. | Assumes 10.1 hours/day | **$118,473.50*** ** |
| Labor Code § 226 | Based on approx. 675 employees within the 1-year SOL | $50 per initial pay period /$100 per subsequent pay periods /$4,000 employee max. | Based on 45,975 pay periods within the 1-year SOL | **$135,000.00*** ** |
| PAGA | Based on approx. 49,975 pay periods within the 1-year SOL | $100 per pay period | Based on 45,975 pay periods within the 1-year SOL | **$229,875.00*** ** |
| **Total** | | | | **$2,784,580.93** |
| * These figures are discounted based on a 25% probability of prevailing at class certification and on the merits.<br>** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits.<br>*** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.[3] | | | | |

18. As discussed above, Plaintiffs' unpaid overtime claim is due to allegations that Defendant failed to incorporate non-discretionary remuneration into Class Members' regular rate of pay for purposes of paying overtime pay and sick pay. Specifically, Plaintiff's expert reviewed the sample records Defendant produced and found 166 identifiable additional renumerations that were made yet not factored into the regular rate of pay, impacting 10.0% of Class Members for overtime pay and 75.8% of Class Members for sick pay, resulting in a maximum exposure of $124,701.00. However, Defendant argues the bonuses were discretionary, and therefore Defendant was not required to incorporate these payments into the regular rate. Additionally, Defendant argues that to the extent it failed to incorporate any of the additional payments into the regular rate

[3] A discount for risk at certification and trial is reasonable 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.) Moreover, discounting is particularly warranted in this case because of the individualized and testimony-intensive nature of the wage claims that could bar or limit the likelihood of any recovery whatsoever.

of pay, this results in nominal exposure as only 0.5% of pay periods included overtime and additional compensation, and 4.7% of pay periods included sick pay and additional compensation. Due to the lack of written policies regarding criteria for bonus payments and Defendant's *de minimis* exposure, 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 $31,175.25 for the regular rate claim**.

19. Plaintiffs' unpaid wages claim is also due, in part, to allegations that Defendant did not compensate Class Members for all hours worked. Plaintiffs allege that they had to regularly had to work through their meal periods without compensation. For purposes of mediation, Plaintiffs' Counsel estimated Class Members spent an average of 30 minutes off-the-clock per shift during the Class Period. Plaintiffs' Counsel and its data expert then estimated that Defendant failed to pay Class Members for approximately 164,318 hours, 95.3% of which was overtime, resulting in a maximum potential liability of $5,456,423.20. Defendant contended that all time worked was compensated, and that proving any such claim would prove that this issue is highly individualized and not susceptible to class-wide treatment. Additionally, "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 – e.g. there are no records to be used as evidence. In light of these defenses, and for purposes of settlement, Plaintiffs' Counsel discounted the maximum potential liability by 90% ($5,456,423.20 * .10). Accordingly, I arrived at **a realistic damage estimate of $545,642.32 for the off-the-clock work claim**.

20. As discussed above, Plaintiffs' meal period claim is based on allegations that due to the nature of their work, Class Members' meal breaks were often short, late, interrupted, and sometimes missed altogether. Plaintiffs' Counsel reviewed the sample records that Defendant produced and found meal period punches for exactly thirty minutes for 98% of shifts. Though the sample records demonstrated a violation rate of only 2%, based on information from Plaintiffs, Plaintiffs' Counsel assumed a violation rate of 66.6%, resulting in 215,569 meal break violations and an estimated maximum exposure of $4,848,146.81. however, Defendant contends that many compliant meal breaks were taken and that the records accurately reflect the meal periods taken by Class Members. Defendant also argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant meal periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with

certifying this claim and proof on the merits. 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, I believe a 75% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of $1,212,036.70 for the meal period claim**.

21. As discussed above, Plaintiffs' rest period claim is based on allegations that due to the nature of their work, Class Members' rest periods were often short, late, interrupted, and sometimes missed altogether. For purposes of mediation, I assumed, based on information from Plaintiffs, a 66.6% violation rate for shifts of at least 3.5 hours. Plaintiffs' expert thus determined 218,095 unique rest period violations, and that Defendant did not pay any premium wages, resulting in an estimated maximum exposure of $4,904,956.55. Defendant maintains its compliance with all rest period obligations and that the putative Class was provided with the opportunity to take all rest periods to which they were entitled or otherwise voluntarily waived breaks. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant rest periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits, particularly as rest periods were not recorded nor are they required to be recorded under California law. 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 rest periods. Therefore, I believe a 90% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of $490,495.66 for the rest period claim**.

22. As discussed above, Plaintiffs' claim for unreimbursed business expenses is based on allegations that Class Members were required to use their personal cellphones and purchase tools for business purposes, without reimbursement for the same. For example, Plaintiffs used their cellphone for GPS and to communicate with their supervisors and dispatchers, and Plaintiffs purchased multiple tools, including a mallet and hammer, for work purposes. Based on information from Plaintiffs, I assumed, for purposes of mediation, that Class Members incurred on average $25 per month on unreimbursed cellphone use and $150 per employee for unreimbursed tool purchases, resulting in an estimated maximum exposure of $218,825.00.

However, Defendant maintains it reimbursed the Class for all necessary business expenses incurred, and that Plaintiffs were not required to purchase any tools. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing any unreimbursed expenses and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. This claim presents difficulties with certification because of the individualized nature of employees' business expenses, including whether they used their personal cellphones for work purposes, the regularity of use of their personal cellphones for work purposes, their cellphone expenses, and the different items purchased. 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 unreimbursed expenses. Therefore, I believe a 90% discount to the maximum exposure figure is warranted; accordingly, I arrived at **a realistic damage estimate of $21,882.50 for the unreimbursed business expenses claim**.

23. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs estimate Defendant's maximum potential exposure, prior to risk-adjustment, is $9,666,970.00, which breaks down as follows: $2,369,470.00 for waiting time penalties for approximately 313 terminated Class Members during the 3-year SOL; a $2,700,000.00 penalty for inaccurate wage statements based on approximately 675 Class Members within the 1-year SOL; and $4,597,500.00 for PAGA penalties based on the Court assessing a $100 penalty for each pay period containing a violation (approx. 45,975 pay periods). 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 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 $2,301,232.43, 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 $118,473.50 for waiting time penalties, $135,000.00 for inaccurate wage

statement penalties, and $229,875.00 for PAGA penalties) and accordingly arrived at **a realistic damage estimate of $364,875.00 for statutory and civil penalties**.

24. **Using these estimated figures, Plaintiffs predicted the *realistic* recovery for all claims, including penalties, would be $2,784,580.93. This means the $1,4,00,000.00 gross settlement figure represents roughly 50.3% of the realistic (*risk-adjusted*) recovery.** This is an excellent result for the Class, particularly because, under the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

25. 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 amounts of wages owed to each Class Member would be an expensive, time-consuming, and uncertain proposition.

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

27. The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiffs' claims, particularly considering the arbitration agreement signed by Plaintiffs containing a class action waiver. Furthermore, even if Plaintiffs were able to pursue their claims on a class-wide basis and obtain certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class.

28. This Settlement avoids the risks, burdens, and the accompanying expense of further litigation. Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis, they have not conducted expert discovery or taken depositions. Moreover, preparation for class certification and a trial would remain for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs and/or any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

29. The Net Settlement Amount available for settlement payments is no less than **$822,433.33** for an estimated Class size of **1,163 individuals**.[4] As a result, it is estimated each Participating Class Member is eligible to receive an average benefit of approximately **$707.17** prior to tax withholdings on the wage portion of payments. Considering Class Members' average hourly rate is $22.49, the average benefit is approximately **31.44 hours of work**. Additionally, it is estimated there are **675 Aggrieved Employees** who are each to receive an estimated average of **$18.52** from the total Individual PAGA Payments of $12,500, which results in an estimated **pay period value of $0.27** based on the estimated **45,975 pay periods** during the PAGA Period. The actual amounts to Participating Class Members and Aggrieved Employees will vary based on each individual's duration of work during the Class Period or PAGA Period, respectively; thus, those who worked longer for Defendant during the relevant period will receive a benefit greater than the average estimated amount. The high and low range of payments to Class Members will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data and will be provided to the Court in a motion for final approval.

30. The proposed settlement of $1,400,000.00 therefore represents a substantial recovery when compared to the reasonably forecasted recovery of the Class. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Settlement amount of $1,400,000.00 is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate.

<u>THE SERVICE PAYMENTS TO PLAINTIFFS ARE REASONABLE</u>

31. Throughout this litigation, Plaintiffs, who were former employees of Defendant, have cooperated immensely with my office and the office of Justice for Workers, P.C., 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 other Class Members. Plaintiffs participated in decisions

[4] The Net Settlement Amount is at least $1,400,000.00 less the following: $20,000 for the Class Representative Service Payments, $10,900 for the Administration Expenses Payment, $50,000 for the PAGA Penalties to the LWDA and to Aggrieved Employees, $466,666.67 for Class Counsel's attorneys' fees, and up to $30,000.00 for Class Counsel's litigation costs. (Settlement, ¶¶ 1.28, 3.)

concerning this action, assisted in preparation for the full-day mediation session, and provided Plaintiffs' Counsel with the names and contact information of potential witnesses in this action. Before we filed this case, Plaintiff Richardson worked with my office to determine the viability of his claims. Plaintiffs also provided information and documents relating to their employment by Defendant. The information and documentation provided by Plaintiffs was 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.

32. 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. For example, a search of Plaintiffs' name will reveal this action, and as a result, many employers may likely forego hiring Plaintiffs in learning they sued a former employer.

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

34. In the final analysis, 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 himself at risk for the sake of the Class. The requested service payments are therefore reasonable to compensate Plaintiffs for their active participation in this lawsuit, in addition to their general release of claims, both known and unknown, and waiver of section 1542 rights.

## MY EXPERIENCE AND QUALIFICATIONS

35. 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.

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

37. 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.

38. My current billing rate is $950.00 per hour, which is my usual hourly rate for wage and hour litigations A $950 per hour rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix, http://www.laffeymatrix.com/see.html, [last visited Dec. 8, 2025].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on firm's location in Los Angeles, California, the current locality pay differential of the Los Angeles-Long Beach area is 36.47% and of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 13, 2025 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 13, 2025.) True and correct copies of the Los Angeles-Long Beach and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 17+ years of experience, my Laffey Matrix rate with a 2.53% adjustment is $971.98 per hour ($948 Laffey Matrix rate + (2.53% x $948)). (*See* Exh. 6.) Accordingly, my current billing rate of $950 per hour is reasonable.

39. I am experienced in prosecuting and defending employment matters, particularly class actions and PAGA representative 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 California counties, 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 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).

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DANIEL PARK'S EXPERIENCE AND QUALIFICATIONS

40. Daniel J. Park is a Senior Associate at Moon Law Group, PC. He received his undergraduate degree from New York University Stern School of Business and earned a Juris Doctorate from Boston College Law School. He was admitted to practice in California in 2010. He is admitted to practice in the Courts of the State of California. The focus of his practice is class action wage and hour law. He has worked on multiple class action cases that have been granted final approval, including *McKinnon, et al. v. Renovate America, Inc., et al.*, San Diego Case No. 37-2015-00038150-CU-OE-CTL, *Hollinger, et al. v. Safety Management Systems, LLC, et al.,* Kern County Superior Court Case No. S-1500-CV-284499, *Novak v. Midlands Management Corporation et al.,* Los Angeles County Superior Court Case No. BC567052, *Van Goey v. Pro's Choice Beauty Care, Inc.*, Los Angeles County Superior Court Case No. BC545400, *Zaydenberg v. Crocs Retail, Inc.*, Los Angeles County Superior Court Case No. BC554213, *Aceves et al. v. Cambro Manufacturing Company*, Orange County Superior Court Case No. 30-2015-00810013-CU-OE-CXC, *Hynick v. AmeriFirst Financial, Inc.*, Los Angeles County Superior Court Case No. BC573246, *Murillo v. W. A. Thompson, Inc*., Kern County Superior Court Case No. BCV-16-1019974, *Windham v. T.F. Louderback, Inc. dba Bay Area Beverage Company*, Contra Costa Superior County Case No. MSC16-00861, *Hernandez v. NuCO2 Management*, LLC, Kern County Superior Court Case No. BCV-17-102571, *Rafferty v. Academy Mortgage Corporation*, Sacramento County Superior Court Case No. 34-2016-00191285-CU-OE-GDS, *Torrez v. Freedom Mortgage Company*, San Bernardino County Superior Court Case No. CIVDS 1709351, *Madrigal v. Couch Distributing Company*, Santa Cruz County Superior Court Case No. 15-CV-00439, *Hayes v. Advanced Drainage Systems, Inc*., Kern County Superior Court Case No. BCV-17-101019-SDS, *McCollumn v. Delta Tech Service, Inc*., Solano County Superior Court Case No. FCS049504, *Carr et al. v. American Security Products Company*, San Bernardino County Superior Court Case No. CIVDS1606769, *Carr v. So-Cal Structural Steel Fabrication, Inc.* San Bernardino County Superior Court Case No. CIVDS1605828, *John et al. v. Rival Well Services Incorporated* Kern County Superior Court Case No. BCV-15-100504, *Marking et al. v. Randy's Trucking, Inc.* Kern County Superior Court Case No. BCV-15-100180, *Navarro v. Trans-West Intermodal, Inc*. San Bernardino County Superior Court Case No. CIVDS1700850, *Ramirez v. Mashburn Transportation Services, Inc.,* Kern County Superior Court Case No. BCV-15-100591, *Vega et al. v. Advance Beverage Co, Inc.*, Kern County Superior Court Case No. BCV-

16-100848, *Turner v. Alliance Residential, LLC*, Sacramento County Superior Court Case No. 34-2016-00199504-CU-OE-GDS, *Arman v. Circor Aerospace, Inc*., Riverside County Superior Court Case No. RIC1613578, *Bigby et al v. Eugene Burger Management Corporation* Sacramento County Superior Court Case No. 34-2015-00182515-CU-OE-GDS, *Garcia et al. v. Glide Rite* Los Angeles County Superior Court Case No. BC665485, *Lee v. Westside Habitats, LLC*, Los Angeles County Superior Court Case No. BC702296, *Morel et al. v. Aseptic Solutions USA Ventures, LLC*, Riverside County Superior Court Case No. RIC1711383, and *Orosco v. Visonary Home Builders of California*, Sacramento County Superior Court Case No. 34-2017-00210368-CU-OE-GDS. He was also certified as class counsel in *Hoffman v. Blattner Energy Inc.*, Central District of California Case No. EDCV 14-02195-DMG (DTBx), a case that was certified as a class action after a contested certification motion. Recently, Mr. Park was also certified as class counsel in the coordinated class action matter *In re: Arriaga and Associates Wage and Hour Cases* (Coordinated Case No. JCCP4980), a contested action that went to a jury trial resulting in a tentative judgment against the defendants of over $15 million.

41. Prior to joining Moon Law Group, PC. Mr. Park worked on both the plaintiff and defense side of employment litigation, at Justice Law Corporation, and Bradley Gmelich & Wellerstein LLP, respectively. At Justice Law Corporation, Mr. Park exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims and unfair business practices. Mr. Park successfully handled more than one hundred California class and representative wage and hour actions. He worked on multiple consumer-side class action cases that have been granted final approval. At Bradley Gmelich & Wellerstein LLP, Mr. Park represented dozens of defendants in class action wage and hour cases and PAGA representative actions.

42. Mr. Park's current billing rate is $825.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Park's 15+ years of experience, his Laffey Matrix rate with a 2.53% adjustment is $971.98 per hour ($948 Laffey Matrix rate + (2.53% x $948)). (*See* Exh. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Park's billing rate of $825.00 per hour is reasonable.

<u>PLAINTIFFS' COUNSEL'S EXPERIENCE AND QUALIFICATIONS</u>

43. As demonstrated by the foregoing, my office is qualified to handle this litigation because we are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative

actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage and hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval. Including myself, Moon Law Group, PC is comprised of roughly 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 knowledge in areas of wage and hour class actions, PAGA representative actions, and labor and employment law generally, the substantiative (state and federal) and procedural law of which is frequently evolving.

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

45. 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.

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

## THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

47. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third of the Gross Settlement Amount (currently estimated to be $466,666.67), plus reimbursement for actual litigation costs not to exceed $30,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees to Class Counsel in this case can be justified under either the lodestar method or the percentage/common fund recovery

method. Plaintiffs' Counsel, however, intend to base the proposed award of fees 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.

48. Pursuant to a joint prosecution and fee-sharing agreement between the two law firms representing Plaintiffs, and as consented to in a signed writing by Plaintiffs (the "JPA"), the firms will split the award for attorneys' fees with 50% to my office and 50% to Justice for Workers, P.C., regardless of the amount awarded or whether the award is based on a common fund or lodestar analysis. As to costs, the JPA states that the firms will be reimbursed in full to the extent possible for their respective costs actually incurred.

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

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 should 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 such instance, we would have been left with no compensation for all the time taken in litigating this case due to the contingency fee arrangement. 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 going bankrupt during litigation. 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.

52. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency fee basis, including Plaintiff Richardson in this matter. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. 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 $14,619.18 in expenses litigating this action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs are below the maximum amount allowed under the Settlement, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

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

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

(c) Preparation and submission of Plaintiff Richardson's PAGA notice letter;

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

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

(f) Contacting witnesses;

(g) Analysis of the informal discovery production and preparation of a damages model with the aid of a statistics expert;

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

(i) Attendance and active participation at a full day of mediation;

(j) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and proposed Class Notice thereto;

(k) Extensive "meet and confer" with counsel regarding joint prosecution and consolidation of Plaintiffs' actions; and

(l) Preparation of the motion for preliminary approval and the accompanying filings.

55. 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 $1,400,000.00 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 December 10, 2025, at Los Angeles, California.

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Kane Moon