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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JORGE M. ARELLANO RAMIREZ, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

SOL ACCEPTANCE, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants

Case No.: 30-2023-01360685-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

[Hon. William Claster]

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

PRELIMINARY APPROVAL HEARING

Date: April 24, 2026
Time: 9:00 a.m.
Dept: CX101

SUPPLEMENTAL 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 Jorge M. Arellano Ramirez and the putative Class. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

2. On March 13, 2026, the Superior Court of California, County of Orange, Department CX101, issued a Tentative Ruling for Plaintiff's Motion for Preliminary Approval of Class Action Settlement, which thereafter became the Court's order. The Tentative Ruling continued the hearing, so that the Parties can remedy the noted issues.

3. The instant Declaration addresses the issues identified in the Minute Order. The left column provides a verbatim duplication of the issue identified in the order, and the right column provides supplemental briefing on the issue.

4. A true and correct copy of the fully executed First Amendment to Class Action and PAGA Settlement Agreement and Class Notice ("First Amendment") is attached to the instant Declaration as **Exhibit A**. A true and correct copy of the redlined settlement showing the changes made by the First Amendment is attached hereto as **Exhibit B**. The First Amendment and this declaration were submitted as a set to the Labor and Workforce Development Agency. A true and correct copy of the submission confirmation email is attached to the instant Declaration as **Exhibit C**.

5. A true and correct copy of Plaintiff's expert's CV is attached to the instant declaration as **Exhibit D**.

6. A true and correct copy of the revised Class Notice is attached hereto as **Exhibit E**. A true and correct copy of the redlined Class Notice is attached hereto as **Exhibit F**. The requested opt-out and dispute forms are attached to the Class Notice as Exhibit 1 and Exhibit 2, respectively.

ISSUES	RESPONSE
<i>As to the Settlement:</i> [1] The escalator clause at § 8 of the agreement provides: “If the number of actual Workweeks at the close of the Class Period is more than ten percent (10%) higher than the estimated number of Class Members (i.e. exceeds 69 Class Members), Gross Settlement Amount will be increased by one percent (1%) for each one percent that the true class size exceeds ten percent (10%) of the estimated class size of 69 Class Members.” This provision is confusing. Among other things, is this escalator meant to account for excess workweeks, or for excess class members? How do they interact (if at all)?	The First Amendment amends the Escalator Clause to clarify that it is based only on excess Class Members. (First Amendment, p.1)
[2] Did Defendant provide a sample of time and pay records? If a sample, how large (e.g. 10%), and what steps were taken to ensure it was representative of the class?	Prior to mediation, Defendant produced a random sample of approximately 18.2% of the putative Class’s time and pay records. The Parties discussed prior to the exchange that this sample was to be randomly selected to ensure it was representative of the entire class.
[3] Did counsel interview any class members other than Plaintiff?	Counsel for Plaintiff was unable to discuss this case with any class members other than Plaintiff. However, Plaintiff’s descriptions of class-wide issues were based on Plaintiff’s ability to observe such violations also

	affecting other class members. Any implication of Counsel discussing or receiving testimonials from other class members in Counsel's original motion was inadvertent and an oversight.
[4] Counsel's declaration mentions an expert. Whom? Please provide a CV.	Plaintiff engaged the services of Berger Consulting Group to assist with the analysis of the time and pay data. <u>See Exhibit D.</u>
[5] What portion of the class signed arbitration agreements? Did Defendant provide samples for counsel's review? If so, did these agreements appear to be enforceable?	The Parties are unaware of any Class Members who signed arbitration agreements. Any reference to signed arbitration agreements by Class Members in Class Counsel's original declaration was inadvertent. Class Counsel apologizes for this error and any confusion caused.
[6] Regarding the regular rate claim, what bonuses were at issue? What did the evidence show about whether these bonuses were discretionary or non-discretionary?	During analysis of the time and pay data, Plaintiff's expert identified bonuses named "BONUS" and "BONUS-S". Plaintiff's Counsel assumed that these payments were non-discretionary and performance bonuses, based on information from Plaintiff. However, Defendant argued that these bonuses were discretionary. Defendant's policy documents did not clearly identify any policy regarding the nature of such bonuses. The conflicting evidence on the nature of the bonuses factored into Class Counsel's valuation.

[7] Did Defendant turn over meal and rest break policies for review? If so, were the policies facially compliant with applicable law and regulation?	Defendant turned over meal and rest break policies prior to mediation. The meal break policy appeared facially compliant. The rest break policy did not appear to be facially compliant with California law, as it reserved the right for a supervisor or management member to schedule rest breaks “as business needs require.”
[8] The meal break claim is given a maximum value of \$51,452 “based on class member testimonials.” Did counsel or the expert review time and pay records to determine a violation rate, or is this claim entirely based on testimony? Explain the math supporting the maximum calculation, i.e., how many missed/late/short meal periods per pay period per employee, etc.	Class Counsel and Plaintiff’s expert reviewed the time and pay data provided by Defendant, and the valuation of the meal break claim is supported by class member testimonials and review of such data. Of the 18.2% sample provided by Defendant, Plaintiff’s expert determined that there were approximately 507 unique meal break violations (or 2,203 unique meal break violations when extrapolated to the entire class). Based on the average hourly rate, Plaintiff’s expert then determined that Defendant’s exposure when extrapolated to the entire class was as follows: \$4,594 due to late first meal breaks; \$50,357 due to missed first meal breaks (shifts over 5 hours); \$5,378 due to missed meal breaks (shifts over 6 hours); \$1,969 due to short first meal breaks; and \$4,889 due to missed second meal breaks

1		(shifts over 10 hours). This total of \$60,776 of
2		maximum exposure due to total unique meal
3		break violations was then offset by the
4		recorded meal premium payments observed in
5		the time and pay data (\$9,324 when
6		extrapolated to the entire class). Thus, the
7		maximum exposure for meal break violations
8		offset by paid premiums is \$51,452.
9	[9] The reimbursement claim is based	For valuation of the unreimbursed business
10	on work-related cell phone use. Explain the	expenses claim and based on information
11	math regarding this valuation, i.e. how much	from Plaintiff, Plaintiff's Counsel assumed
12	value was this claim assigned per month (e.g.	Defendant should have reimbursed each Class
13	\$10 per month) per employee, etc. Did	Member \$20 per month. Accordingly,
14	Defendant turn over a reimbursement policy	Plaintiff's expert estimated Defendant's
15	for review? If so, was the policy facially	maximum exposure to be \$35,525.
16	compliant with governing law?	Defendant provided Defendant's
17		reimbursement policy, and upon review the
18		policy appeared facially compliant with
19		governing law.
20	[10] Does the UCL claim have any	The UCL claim simply extends the statute of
21	independent value, or does it simply extend	limitations period.
22	the limitations period?	
23	[11] At final approval, please submit	Class Counsel will comply with this Order.
24	contemporaneously made billing records for	
25	attorney's fees and costs. The Court will not	
26	be inclined to award an amount of fees and	

1	costs greater than the amount stated in the	
2	notice.	
3	[12] At final approval, please submit	Class Counsel will comply with this Order.
4	billing records for administrative costs. The	
5	Court will not be inclined to award	
6	administrative costs in an amount greater than	
7	the amount stated in the notice.	
8	[13] Because Plaintiff has provided a	Class Counsel will comply with this Order.
9	declaration in support of his requested service	
10	payment, he need not provide one at final	
11	approval.	
12	[14] At final approval, the	Class Counsel will comply with this Order.
13	administrator is to provide a high, low, and	
14	average for individual settlement payments,	
15	along with Plaintiff's individual payout.	
16	<i>As to the Notice:</i>	An opt out form and dispute form are attached
17	[1] Please include opt-out and workweek	to the Class Notice as Exhibits 1 and 2,
18	dispute forms and make necessary	respectively. (Class Notice, Exs. 1-2)
19	corresponding changes to the language of the	
20	notice.	
21	[2] In section 2, please delete the	"Lengthy" has been deleted from the Class
22	description of the agreement as "lengthy".	Notice. (See Redline Class Notice, § 2.)
23	This is a Court-ordered notice, so the	
24	description could be interpreted as the Court's	
25	endorsement.	
26	[3] Does notice need to be given in	The Parties have agreed that the notice does
27	any languages other than English and	not need to be given in any languages other

1	Spanish?	than English or Spanish, as Class Members
2		are proficient in English and/or Spanish.
3	[4] If any changes are made to the	All changes to the Settlement Agreement have
4	settlement agreement, please make	been incorporated to the Notice.
5	corresponding changes to the notice.	
6	[5] The font size in the actual notice	Class Counsel will ensure the administrator
7	may not be smaller than the font size in the	complies with this order.
8	proposed notice provided to the Court.	

9 I declare under penalty of perjury, under the laws of the State of California and the
10 United States, that the foregoing is true and correct.

11 Executed on April 10, 2026, at Los Angeles, California.



12
13
14 Kane Moon

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 725 S. Figueroa St. 31st Floor, Los Angeles, California 90017. On **April 10, 2026**, I served the foregoing document described as:

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

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

ATTORNEYS FOR DEFENDANT, SOL ACCEPTANCE LLC

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

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

Executed this, **April 10, 2026** at Los Angeles, California.

Type or Print Name

Signature