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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

DANIEL BARNWELL, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

GILTON SOLID WASTE MANAGEMENT,
INC., a California corporation; GILTON
RESOURCE RECOVERY, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

PATRICIO GARCIA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

GILTON RESOURCE RECOVERY/
TRANSFER FACILITY, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CV-24-000287 (Lead Case)
Consolidated Case No. CV-24-003479

Honorable Clifford Tong
Department 23

CLASS ACTION

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

Hearing Date: January 12, 2027
Hearing Time: 8:30 a.m.
Department: 23

Barnwell Complaint
Filed: January 10, 2024
Garcia Complaint
Filed: May 7, 2024
Garcia FAC Filed: July 12, 2024
Trial Date: None Set

1 Kane Moon (SBN 249834)
2 Allen Feghali (SBN 301080)
3 Charlotte Mikat-Stevens (SBN 327047)
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8 *Attorneys for Plaintiff Patricio Garcia*
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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 Patricio Garcia (“Plaintiff Garcia”) and the putative Class. I have personal knowledge of the matters set forth herein and, if called to testify, I could and would testify competently to the facts described herein.

PROCEDURAL HISTORY AND FACTUAL BACKGROUND

3. On November 2, 2023, Plaintiff Barnwell provided written notice by electronic upload to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific provisions of the California Labor Code that were alleged to be violated (“Barnwell PAGA Notice”).

5. On May 7, 2024, Plaintiff Garcia filed a Class Action Complaint, thereby commencing a putative class action entitled *Patricio Garcia v. Gilton Resource Recovery/Transfer Facility, Inc.* in the Superior Court of California for the County of Stanislaus, Case No. CV-24-003479 (“*Garcia Action*”) (together with the *Barnwell Action*, the

1 “Actions”).

2 6. On July 12, 2024, Plaintiff Garcia filed a First Amended Class Action and
3 Representative Action Complaint in the *Garcia* Action, thereby adding a cause of action for
4 civil penalties pursuant to California Labor Code § 2698, *et seq.* (“PAGA”).

5 7. On October 2, 2025, the Court issued an Order to Consolidate the Actions and
6 assigned the *Barnwell* Action as the lead action.

7 8. Plaintiffs’ core allegations are that Defendants have violated California wage and
8 hour law, including but not limited to laws set forth in the California Labor Code, by engaging
9 in a uniform practice and procedure, with respect to Plaintiff, Class Members, and PAGA
10 Members of, *inter alia*, failing to pay all overtime and minimum wages, at all or at the correct
11 rate of pay, failing to provide compliant meal and rest periods and associated premium pay,
12 failing to timely pay wages during employment and upon termination of employment, failing
13 to provide compliant wage statements, failing to maintain requisite payroll records, and failing
14 to reimburse necessary business expenses, and thereby engaged in unfair business practices in
15 violation of California Business and Professions Code section 17200, *et seq.*, and conduct
16 giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004
17 (California Labor Code sections 2698, *et seq.*). Plaintiffs contend that they, and the Class
18 Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to,
19 penalties pursuant to PAGA), and attorneys’ fees and costs.

20 9. Collectively, Lawyers *for* Justice, PC and Moon Law Group, PC (together, “Class
21 Counsel”) have actively litigated the Actions since the *Barnwell* Action commenced on January
22 10, 2024. Both sides investigated the veracity, strength, and scope of the claims throughout the
23 cases, and Class Counsel was actively preparing the matter for class certification and trial. On
24 July 17, 2025, the Parties participated in arm’s-length and informed negotiations with Mediator
25 Steven Rottman, Esq., a respected mediator of complex wage and hour actions.

26 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

27 10. I believe the Settlement is fair, reasonable, and adequate. Class Counsel have
28 conducted a thorough investigation into the facts, merit, and strengths of this case, including

1 through the Parties' exchange of documents and information and on Class Counsel's own
2 independent investigation and evaluation. Furthermore, considering all known facts and
3 circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses that
4 Defendant may assert both to certification and on the merits, the proposed Settlement is in the
5 best interests of the Class.

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

10 THE ENHANCEMENT PAYMENTS REASONABLE

11 12. The proposed Settlement provides for Enhancement payments in an amount up to
12 \$10,000.00 to each Plaintiff, for a total of up to \$20,000.00.

13 13. With respect to Plaintiff Garcia, throughout this litigation he has cooperated
14 immensely with my office and has taken many actions to protect the interests of the Class.
15 Plaintiff Garcia provided valuable information regarding his hours worked, and what duties
16 were performed during those hours. He also provided information regarding meal and rest
17 periods taken and missed by him and other Class Members. He participated in decisions
18 concerning this action and assisted in preparation for the mediation. Before we filed this case,
19 Plaintiff Garcia worked with my office to determine the viability of his claims. Plaintiff Garcia
20 also provided information and documents relating to his employment with Defendants. The
21 information provided by Plaintiffs instrumental in establishing the wage and hour violations
22 alleged in this action, and the recovery provided for in the proposed Settlement would have
23 been impossible to obtain without their participation.

24 14. At the same time, Plaintiff Garcia faced many risks in adding himself as a Class
25 Representative in this matter. Plaintiff Garcia faced actual risks with her future employment, as
26 putting herself on public record in an employment lawsuit could also very well affect his
27 likelihood for future employment.

28 15. In turn, Class Members now have the opportunity to participate in a settlement,

1 reimbursing them for wage violations they may have never known about on their own or been
2 willing to pursue on their own. If these Class Members would have each tried to pursue legal
3 remedies on their own, that would have resulted in each having to expend a significant amount
4 of their own monetary resources and time, which may not have been feasible for Class Members
5 and were obviated by Plaintiffs putting themselves on the line on behalf of the Class.

6 16. This class action would not have been possible without the aid of Plaintiffs, who put
7 their own time and effort into this litigation and placed themselves at risk for the sake of the
8 Class. For the foregoing reasons, the requested service award is reasonable.

9 MY EXPERIENCE AND QUALIFICATIONS

10 17. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola
11 Marymount Law School in 2006. I became an Active Member of the State Bar of California in
12 June 2007 and have been an Active Member in good standing continuously since then. I have
13 been selected to Super Lawyers each year from 2019 to 2023.

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

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

22 20. I am experienced in prosecuting and defending employment matters, particularly
23 class actions as well as PAGA representative actions. My firm has focused a substantial
24 percentage of its practice on wage, hour, and working conditions violations. In addition to the
25 present case, I am also class counsel for other wage and hour class action lawsuits pending in
26 various counties throughout California, including in state and federal courts. The following is
27 a list of some of our recent class action settlements that have received preliminary and final
28 approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155;

1 lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size
2 approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size
3 approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630)
4 (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525)
5 (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class
6 size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079)
7 (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No.
8 BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global*
9 *Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10
10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that case, the Court
11 found: “Class Counsel’s declarations show that the attorneys are experienced and successful
12 litigators. Other courts have approved the attorneys’ current rates for the Moon & Yang, APC
13 attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size
14 approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-
15 00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.*
16 (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.*
17 (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med.*
18 *Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec.*
19 *Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman’s*
20 *Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel);
21 *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti*
22 *v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead
23 counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-
24 2021-0000865) (class size 435; lead counsel).

25 ALLEN FEGHALI’S EXPERIENCE AND QUALIFICATIONS

26 21. Allen Feghali is a Senior Partner at Moon Law Group, PC. He received his B.A. in
27 Global and International Studies in 2011 from UC Santa Barbara, and his J.D. from University
28 of La Verne College of Law in 2014. Mr. Feghali became an Active Member of the State Bar

1 of California in December 2014 and has been an Active Member in good standing continuously
2 since then. He was selected by Super Lawyers as a “Southern California Rising Star” in 2020–
3 2023.

4 22. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice
5 has focused on advocating for the rights of employees at the trial-court and appellate level. Prior
6 to approximately June 2018, with the exception of a handful of cases, his practice focused on
7 individual FEHA and wrongful termination claims, as well as individual wage and hour claims.
8 In June 2018, Mr. Feghali became heavily involved in the firm’s class and PAGA representative
9 action practice.

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

- 13 a. In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al.*
14 *v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which resulted
15 in a certification order on all causes of action following contested briefing in a
16 wage and hour class action.
- 17 b. Mr. Feghali prepared the briefing in a contested class certification motion in the
18 matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which
19 was granted in part.
- 20 c. Mr. Feghali prepared the briefing in a contested class certification motion in the
21 matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- 22 d. Mr. Feghali was part of a team that prepared the briefing in a contested class
23 certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et*
24 *al.* (No. 19STCV44400), which was granted, in part, and denied, in part, in
25 October 2022.
- 26 e. Mr. Feghali prepared the briefing which resulted in a remand order in the matter
27 of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV 20-1448
28

1 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage and hour
2 class alleging that plaintiff's claims were pre-empted by the Labor Management
3 Relations Act.

4 f. Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian*
5 *Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL
6 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual
7 defendant following the trial court's granting of a demurrer without leave to
8 amend relating to alter ego allegations.

9 g. Mr. Feghali prepared the briefing which resulted in a remand order in the matter
10 of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 13, 2018) No. 2:17-cv-
11 09056-RSWL-MRWx, 2018 WL 1352910. Defendants there sought to remove
12 the case based on the inclusion of a "sham defendant," but the court agreed with
13 Mr. Feghali's briefing which argued that the individual defendant, who was
14 alleged to have harassed the plaintiff under FEHA, was a proper defendant.

15 h. Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases
16 that settled for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the
17 foregoing, Mr. Feghali has resolved or assisted in the resolution of approximately
18 100 cases which has resulted in millions of dollars of unpaid wages being
19 returned to low-wage employees.

20 i. Mr. Feghali was part of a team that prepared the briefing in a contested class
21 certification motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No.
22 20STCV32372), which was granted, in part, and denied, in part, in February
23 2024.

24
25 24. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively
26 representing employees in wage and hour class and PAGA representative actions. His fee has
27 been approved by Courts throughout the state. He has participated as lead, or co-lead counsel,
28 in the litigation and resolution of over 100 wage and hour class actions, including obtaining

preliminary and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No. 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591) (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members); *Cha v. Center Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

CHARLOTTE MIKAT-STEVEN'S' EXPERIENCE AND QUALIFICATIONS

25. Charlotte Mikat-Stevens is an associate attorney at Moon Law Group, PC. Ms. Mikat-Stevens advocates for employees in both state and federal court in employment and related litigation. Since joining Moon Law Group, her practice has focused on wage-and-hour class actions and PAGA representative actions involving claims related to unpaid overtime and minimum wages, meal and rest break violations, unreimbursed business expenses, improper wage statements, unfair business practices, and penalties.

26. Ms. Mikat-Stevens received her B.As. in Anthropology and International Studies with honors from Loyola University of Chicago in 2013, and her J.D. and Master of Environmental Law and Policy from Vermont Law School ("VLS") in 2017. While in law

1 school, Ms. Mikat-Stevens served as Note and Production Editor for the Vermont Journal of
2 Environmental Law, served with the VLS Environmental Law Society, and worked as a student
3 clinician both for both the Food and Agriculture and the Environmental and Natural Resources
4 Law Clinics at VLS. Following law school, Ms. Mikat-Stevens was selected for a fellowship
5 focused on the labor trafficking and forced labor of agricultural workers in the United States,
6 during which time she developed a toolkit for legal practitioners and represented victims of
7 trafficking with civil and criminal cases. Before joining Moon Law Group, PC, Ms. Mikat-
8 Stevens represented farm workers with various employment law claims in administrative and
9 civil courts, including class and representative actions, as well as in grievance and arbitration
10 matters.

11 27. Ms. Mikat-Stevens became an Active Member of the State Bars of California and
12 Washington in 2019 and has been a member in good standing continuously since then. She is
13 also admitted to practice in the United States District Court for the Eastern and Central Districts
14 of California and in the United States District Court for the Eastern District of Washington.

15 28. A selection of settled class actions that have received preliminary and/or final
16 settlement approval and PAGA-only approved settlements in which Ms. Mikat-Stevens
17 assisted in the resolution during her tenure with Moon Law Group, PC includes the following:
18 *Alvarez v. Conagra Foods Packaged Foods, LLC, et al.* (Los Angeles No. 21STCV37375)
19 (\$1,000,000 for 1,066 class members); *Amador v. Prime Waterproofing & Roofing, Inc.* (LA
20 No. 19STCV08032) (\$107,500 for 157 class members); *Amaya v. Purosil, LLC* (Riverside No.
21 CVRI2202854) (\$435,000 for 353 class members); *Argueta v. ASMB, LLC* (LA No.
22 22STCV08327) (\$135,000 for approx. 506 aggrieved employees); *Arzate v. Coastal Blooms*
23 *Nursery, LLC* (Santa Barbara No. 22CV00778) (\$150,000 for approx. 697 aggrieved
24 employees); *Bonine v. Wachter, Inc.* (LA No. 20STCV31653) (\$354,000 for 209 class
25 members); *Bustamante v. Advanced Skilled Nursing, Inc.* (LA No. 19STCV00801) (\$525,000
26 for 530 class members); *Cabello v. Rancho Car Wash, LLC* (Riverside No. CVRI2103709)
27 (\$297,500 for 132 class members); *Candys v. Community Psychiatry Management, LLC*
28 (Sacramento No. 34-2022-00314705) (\$921,153.39 for 790 class members); *Castillo v.*

1 *Freedom Painting Inc.* (LA No. 20STCV22365) (\$250,000 for 99 class members); *Cervantes*
2 *v. Wondertreats, Inc.* (Stanislaus No. CV-22-001263) (\$295,884.32 for 433 class members);
3 *Cruz v. Knightsbridge Plastics, Inc.* (Alameda No. 23CV028294) (\$700,000 for 343 class
4 members); *Del Toro-Ibarra v. West Pico Distributors, LLC* (LA No. 21STCV31247)
5 (\$130,000 for 108 class members); *Delgado v. Kings River Farming, Inc.* (Fresno No.
6 22CECG00736) (\$517,500.00 for approx. 760 aggrieved employees); *Duncan v. Infineon*
7 *Technologies Americas Corp.* (LA No. 21STCV16872) (\$2,500,000 for 775 class members);
8 *Duncan v. Roth Staffing Companies, L.P., et al.* (San Bernardino No. CIVSB2421369)
9 (\$225,000 for approx. 329 aggrieved employees); *Estrada v. TRC Companies, Inc., et al.* (LA
10 No. 21STCV37078) (\$2,200,000 for 698 class members); *Fennix v. Tenderloin Housing*
11 *Clinic, Inc.* (San Francisco No. CGC-20-584834) (\$330,000 for 589 class members); *Ferry v.*
12 *Cencal Wings II, Inc.* (Fresno No. 21CECG03205) (\$630,000 for 588 class members); *Fisher*
13 *et al. v. Supreme Truck Bodies of California, Inc. et al.* (Riverside No. CVRI2200207)
14 (\$3,000,000 for 1,344 class members); *Flores v. Home Delivery Service, LLC* (Alameda No.
15 RG21096517) (\$1,200,000 for 3,144 class members); *Garcia v. Meissner Filtration Products,*
16 *Inc., et al.* (Ventura No. 2021-00555324-CU-OE) (\$265,000 for 1,364 aggrieved employees);
17 *Garcia v. San Jose Water Company* (Santa Clara No. 22CV39638) (\$1,200,000 for 489 class
18 members); *Garcia v. South Valley Companies* (Kern No. BCV-22-100465) (\$182,000 for 151
19 class members); *Garcia v. Tri-Valley Plastering, Inc.* (Fresno No. 22CECG00591)
20 (\$1,250,000 for 858 class members); *Ghusar v. ECMD, Inc.* (Riverside No. CVRI2404116)
21 (\$195,000 for 108 aggrieved employees); *Gomez v. Arya Ice Cream Distributing Co., Inc.* (LA
22 No. 21STCV31170) (\$588,203.6 for 98 class members); *Gonzalez v. A.M. Castaneda, Inc.*
23 (San Diego No. 37-2021-00017374-CU-OE-CTL) (\$488,372.97 for 494 class members);
24 *Gutierrez v. Ratto Bros., Inc.* (Stanislaus, No. CV-23-001816) (\$225,000 for approx. 187
25 aggrieved employees); *Hernandez v. Oakland Paper & Supply, Inc.* (Contra Costa No.
26 MSC21-00363) (\$200,000 for approx. 135 aggrieved employees); *Herrera v. Coastal*
27 *Construction & Lumber Co.* (Santa Clara No. 22CV394683) (\$100,000 for approx. 197
28 aggrieved employees); *Kilgore v. BQ Operations Holdings, LLC, et al.* (LA No.

23STCV10311) (\$1,100,000 for 8,254 aggrieved employees); *Lester v. The Super Dentists, Inc.* (San Diego No. 37-2023-00014247-CU-OE-CTL) (\$200,000 for 465 aggrieved employees); *Lopez Rivera v. Villagrana Logistics, Inc.* (San Bernardino No. CIVDS2022538) (\$400,000 for 1,446 class members); *Martinez v. Canton Food Co., Inc.* (LA No. 21STCV34962) (\$665,000 for 414 class members); *Martinez v. Desert Concepts Construction, Inc.* (LA No. 20STCV08933) (\$300,000 for 456 class members); *Murillo v. Quanta Computer USA, Inc.* (Alameda, No. 22CV005095) (\$2,635,550.17 for 2,466 class members); *Murrieta v. Stanley Black & Decker, Inc.* (San Bernardino No. CIVSB2414301) (\$1,250,000 for approx. 942 class members); *Perez v. Torn & Glasser, Inc.* (LA No. 21STCV43614) (\$1,127,610 for 629 class members); *Preciado v. Kip Incorporated* (Riverside No. CVRI2103836) (\$450,000 for 195 class members); *Quintero et al. v. JC Resorts LLC et al.* (San Bernardino No. CIVSB2115731) (\$1,570,000 for approx. 3,200 class members); *Ramirez v. Merrill Gardens, LLC* (Cal. E.D. No. 1:22-cv-00542-SAB) (\$825,000 for 4,602 class members); *Rayford v. AbleLight, Inc.* (Sacramento No. 23CV001488) (\$1,480,000 for 819 class members); *Ruiz v. Artistic Entertainment Services, LLC* (LA No. 23STCV07581) (\$325,000 for 266 class members); *Sanchez v. Anodizing Indus., Inc.* (LA No. 21STCV30722) (\$260,000 for 71 class members); *Sanchez v. M & G Jewelers, Inc.* (San Bernardino No. CIVSB2124508) (\$495,000 for 400 class members); *Stanley Black & Decker Wage and Hour Cases* (San Bernardino No. JCCP5218) (\$3,500,000 for 1,922 class members) (\$3,513,906.42 for 1,922 class members); *Tapia v. Sierra Forest Products* (Tulare No. VCU288833) (\$550,000 for 400 class members); *Thong v. Outlook Resources, Inc.* (LA No. 19STCV44400) (\$3,250,000 for approx. 1,542 class members); *Valdez v. Heat Make Sense, Inc.* (Sacramento No. 34-2021-00296194) (\$120,000 for 13 class members); *Viruete v. Orange Treeidence OPCO, LLC* (Riverside No. CVRI2201128) (\$300,000 for 538 class members); *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (\$950,000 for 435 class members); *Williams v. Hodo, Inc.* (Alameda No. 21CV000132) (\$550,000 for approx. 617 class members); *Williams v. Precision Tube Bending* (LA No. 21STCV46806) (\$175,000 for approx. 135 aggrieved employees); *Williamson v. Strata Skin Sciences, Inc.* (San Diego No. 37-2022-

00010879) (\$125,000 for 40 class members); *Wilshinsky v. Southern California Health & Rehabilitation Program* (Los Angeles No. 23STCV07577) (\$305,549 for approx. 396 class members); *Zaragoza v. The Roman Catholic Bishop of Fresno* (Merced No. 22CV-00282) (\$1,500,000 for 962 class members); *Zhou v. Cisco Systems, Inc.* (Santa Clara No. 22CV396821) (\$1,925,000 for 5,840 class members); and *Zubia et al. v. Procter & Gamble Distributing LLC* (LA No. 20STCV44506) (\$4,090,388.51 for 1,326 class members).

THE EXPERIENCE AND QUALIFICATIONS OF MOON LAW GROUP, PC

29. I respectfully submit that Moon Law Group, PC, including the foregoing named attorneys, is competent and well suited to act as Class Counsel in this action, and we have and will continue to vigorously represent Class interests.

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

31. 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

1 and its lawyers have successfully settled hundreds of cases during that time, including wage
2 and hour class and/or PAGA actions.

3 32. I do not believe that I or any other attorneys of Moon Law Group, PC have any
4 conflicts of interest with Plaintiffs, other Class Members, co-counsel, the proposed Settlement
5 Administrator. I am not related to any of the named Plaintiffs.

6 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

7 33. The Settlement establishes a Maximum Settlement Amount of \$1,000,000.00, and
8 provides for Class Counsel to apply to the Court consisting of attorneys' fees in an amount not
9 to exceed thirty-five percent (35%) of the Maximum Settlement Amount (i.e., \$350,000.00 if
10 the Maximum Settlement Amount remains \$1,000,000.00) and reimbursement of actual costs
11 and expenses in an amount up to \$65,000.00.

12 34. Pursuant to a joint prosecution and fee-sharing agreement between the two Class
13 Counsel law firms, and as consented to in a signed writing by Plaintiffs (the "JPA"), the firms
14 will split the award for attorneys' fees with 40% to Moon Law Group, PC and 60% to Lawyers
15 *for Justice*, PC, regardless of the amount awarded or whether the award is based on a common
16 fund or lodestar analysis.

17 35. The proposed award of attorneys' fees in this case can be justified under either the
18 lodestar method or the percentage/common-fund recovery method. Class Counsel, however,
19 base the proposed award of fees on the percentage method, as many of the entries in the time
20 records will have to be redacted to preserve attorney-client and attorney work product
21 privileges.

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

26 37. It is further estimated that my office will need to expend at least another 25 to 50 hours
27 to monitor the administration process leading up to the final approval, prepare for final
28 approval, and oversee distribution to the Class following final approval. My office also bears

1 the risk of taking whatever actions are necessary should Defendant fail to pay.

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

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

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

- 24 (a) Numerous interviews with Plaintiff Garcia, and review of documents and
25 information provided by him;
- 26 (b) Legal research and investigation regarding Defendants' practices at
27 numerous points in the litigation;
- 28

- 1 (c) Preparation, finalization, and filing of multiple drafts of Plaintiff Aldrich's
2 original class action complaint and subsequent first amended complaint;
3 (d) Extensive "meet and confer" efforts with co-counsel to obtain relevant
4 documents and information in preparation for mediation, and review of data
5 and documents produced;
6 (e) Research and preparation of Plaintiffs' mediation brief;
7 (f) Reviewing multiple drafts of the proposed Settlement and class notice; and
8 (g) Reviewing and preparing accompanying filings for the motion for
9 preliminary approval.

10 41. Through the efforts of my office, co-counsel, and Plaintiffs, a fair and reasonable
11 resolution has been reached that includes a non-reversionary settlement payment by Defendant
12 to compensate Class Members for Defendant's alleged wage and hour practices. I am informed
13 and believe that, without the efforts of my office, co-counsel, or Plaintiffs, the Labor Code and
14 Wage Order violations alleged would have gone completely unremedied.

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

17 Executed on September 14, 2026, at Los Angeles, California.

18
19 
20 _____
Kane Moon