Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
H. Scott Leviant (SBN 200834)
E-mail: hsleviant@moonlawgroup.com
Jaeyoung Lee (SBN 344198)
E-mail: jlee@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Krishell K. Martinez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

KRISHELL K. MARTINEZ, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

EMERSON ECOLOGICS, LLC, a Delaware limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CVRI2505959

CLASS AND REPRESENTATIVE ACTION

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

[*Filed with Plaintiff's Notice of Motion and Memorandum of Points and Authorities, the Declaration of Plaintiff, the Declaration of Lisa Mullins, and [Proposed] Preliminary Approval Order*]

PRELIMINARY APPROVAL HEARING
Date: December 8, 2026
Time: 8:30 a.m.
Dept.: 1

Action Filed: October 21, 2025
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 Krishell K. Martinez ("Plaintiff") and the putative Class.

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

CASE BACKGROUND

3. This is a wage-and-hour class action in which the Parties have agreed to add a PAGA representative claim. Plaintiff seeks to represent a class of all individuals who are or were employed by Defendant Emerson Ecologics, LLC ("Defendant") (together with Plaintiff, the "Parties") as hourly-paid or non-exempt employees in California during the period from October 21, 2021, through August 16, 2026, for various violations of the California Labor Code. Defendant is a wholesaler of vitamins and wellness supplements and has employed Plaintiff and other putative Class Members in California during the relevant period. Plaintiff contends both she and her coworkers were subjected to the same unlawful labor practices, including failure to pay minimum wages for all hours worked.

4. Plaintiff's claim for unpaid wages stems from allegations that Defendant failed to incorporate all remuneration into the regular rate of pay for purposes of paying overtime, sick pay, and meal period premiums and failed to compensate Class Members for off-the-clock work. Plaintiff also brings claims for meal and rest period violations based on allegations that Class Members regularly missed their meal and rest breaks or experienced short, untimely, or interrupted meal and rest breaks. Plaintiff further brings a claim for unreimbursed necessary business expenses, based on allegations that employees were required to use their personal cellphones for work purposes without adequate reimbursement. Plaintiff also brings derivative claims for waiting time penalties, wage statement violations, unfair business practices, and a claim for civil penalties under the Private Attorneys General Act ("PAGA") pursuant to Labor Code sections 2698, *et seq*.

5. Because of Defendant's alleged violations of various provisions of the Labor Code, Plaintiff filed this class and representative action on October 21, 2025, which, in its amended form, alleges that

Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime wages, (3) failed to provide meal periods, (4) failed to authorize and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed to timely pay all wages at termination, (7) failed to provide accurate and itemized wage statements, (8) engaged in unfair business practices, and (9) violated civil penalty provisions recoverable under PAGA. On December 17, 2025, Defendant removed this action to the United States District Court for the Central District of California, Case No. 5:25-cv-03425, which subsequently was remanded on July 24, 2026 pursuant to stipulation. On July 16, 2026, Plaintiff submitted her PAGA Notice to the LWDA and Defendant pursuant to Labor Code section 2699.3. On or about October 12, 2026, Plaintiff filed a First Amended Complaint to add a cause of action for civil penalties under PAGA (the "Operative Complaint"). In compliance with Labor Code section 2699, subdivision (*l*)(1), Class Counsel submitted to the LWDA a file-stamped copy of the Operative Complaint, including the case number assigned by the Court.

6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with any laws, including, but not limited to, the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint.

DISCOVERY AND INVESTIGATION

[Riverside CMO Section G(3)(a)(vi)]

7. Following the filing of the complaint, the Parties conducted formal and informal discovery. The Parties thereafter agreed to mediate the action on June 18, 2026, and exchanged documents and information before the mediation. Prior to mediation, Plaintiff obtained from Defendant documents and data that were necessary and helpful to evaluate the claims asserted in this action. Defendant produced documents concerning its payroll, timekeeping, meal and rest period, and business expense reimbursement policies and practices, as well as time records and payroll data for 30 employees, representing approximately 20% of the estimated 149 putative Class Members. These materials were reviewed, investigated, and analyzed by Class Counsel and Plaintiff's expert. Defendant further provided information regarding the approximate Class size and the estimated number of Workweeks and PAGA Pay Periods. The records and information produced also permitted Class Counsel and Plaintiff's expert

to assess hourly rates of pay, the number of former employees, and meal period premium payments during the relevant period.

8. In preparation for mediation, Class Counsel reviewed and analyzed all the information and documents Defendant had produced. Class Counsel retained a statistics expert to analyze the sample records produced and prepare a damage analysis prior to mediation. Based on the data and documents Defendant produced, Plaintiff's expert prepared an analysis of potential exposure using the sample records and extrapolating the results to the putative Class. In conjunction with their extensive factual investigation, Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Class Counsel were able to evaluate the probability of class certification, success on the merits, and Defendant's maximum monetary exposure for all claims. Thus, Plaintiff and Class 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 Agreement.

SETTLEMENT NEGOTIATIONS

9. On June 17, 2026, the Parties participated in a full day of private mediation before Steve Serratore, Esq., an experienced, professional, neutral, wage-and-hour mediator. 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 Plaintiff's claims and Defendant's defenses, the Parties reached a settlement, the material terms of which are encompassed within the Joint Stipulation of Class and Representative Action Settlement Agreement (the "Settlement Agreement" or "Settlement"). A true and correct copy of the Parties' Settlement Agreement is attached hereto as **Exhibit 1**, which includes Exhibit A the Parties' proposed Class Notice, Objection Form, and Request for Exclusion Form.

[Riverside CMO Section G(3)(a)(vii)]

10. 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 *Jose Zavala Guzman v. Natural Partners, Inc., et al.,* Riverside County Superior Court Case No. CVRI2604116 (the "Guzman Matter"). The Guzman matter was filed on July 6, 2026, and served on August 20, 2026. (Settlement, ¶ 2.9.)

11. A true and correct copy of the PAGA notice letter Plaintiff sent to Defendant and the California Labor and Workforce Development Agency (the "LWDA") on July 16, 2026, is attached hereto as **Exhibit 2**. Plaintiff's administrative exhaustion period has since expired, and the LWDA has not indicated its intent to investigate Plaintiff's allegations.

12. In compliance with Labor Code section 2699, subdivision (*l*)(2), Class Counsel submitted to the LWDA a notice of settlement and a copy of the Parties' proposed Settlement Agreement. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**.

13. No claim form is required in order for Class Members and/or Aggrieved Employees to receive a settlement payment. (Settlement Agreement, ¶ 3.1.) Each Class Member who does not opt out will be entitled to his or her pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks during which the Class Member worked for Defendant during the Class Period. (*Id*. at ¶ 3.2.4.) Each Aggrieved Employee will be entitled to his or her pro rata share of the Aggrieved Employees' 35% share of the PAGA Payment, totaling $17,500.00, that is directly proportional to the number of PAGA Pay Periods during which the Aggrieved Employee worked for Defendant during the PAGA Period. (*Id*. at ¶¶ 3.2.5, 3.2.5.a.)

14. The Settlement Agreement includes a Class Representative Service Payment to Plaintiff, subject to Court approval, up to $10,000.00 for Plaintiff initiating the Action, providing services in support of the Action, and providing a general release. (*Id*. at ¶¶ 1.14, 3.2.1.) If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. (*Id*. at ¶ 3.2.1.)

15. The Settlement Agreement provides a Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $160,000.00, and a Class Counsel Litigation Expenses Payment of not more than $35,000.00. (*Id*. at ¶ 3.2.2.) At this time, Plaintiff's litigation costs total $22,851.05, and a true and correct copy of Plaintiff's litigation costs through that date is attached hereto as **Exhibit 4**.

[Riverside CMO Section G(3)(d)(i)]

16. The Parties jointly agree to appoint ILYM Group, Inc. ("ILYM") 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 estimated to be $7,250.00, except for a showing of good cause and as approved by the Court. (*Id*. at ¶ 3.2.3.) The Parties jointly selected ILYM following a competitive bidding process. (*Id*. at ¶ 1.2.) The Parties and their counsel have no interest or relationship, financial or otherwise, with ILYM other than a professional relationship arising out of prior experiences administering settlements. (*Id*. at ¶ 7.1.) A true and correct copy of the bid received from ILYM is attached hereto as **Exhibit 5**.

17. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount of $480,000.00 and the employer's share of payroll taxes owed on the Wage Portions of the Individual Class Payments by transmitting those funds to the Administrator no later than sixty-five (65) days after the Effective Date. (*Id*. at ¶¶ 3.1, 4.1.) No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments. (*Id*. at ¶ 4.2.)

18. Plaintiff's Release: Plaintiff and Plaintiff's respective former and present spouses (if any), representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected ("claim(s)") which Plaintiff, at any time heretofore, had or claimed to have or which Plaintiff may have or shall in the future claim to have, including, without limitation, any and all claims related or in any manner incidental to Plaintiff's employment. Plaintiff understands she is releasing potentially unknown claims, and that Plaintiff may have limited knowledge with respect to some of the claims being released. Plaintiff acknowledges there is a risk that, after signing this Agreement, Plaintiff may learn information that might have affected

Plaintiff's decision to enter into this Agreement. Plaintiff assumes this risk and all other risks of any mistake in entering into this Agreement. Plaintiff agrees that this Agreement is fairly and knowingly made. Plaintiff represents and warrants that Plaintiff has all necessary authority to enter into this Agreement and that Plaintiff has not transferred any interest in any claims to any spouse or to any other third party. (Settlement Agreement, ¶ 5.1.) The Parties understand the word "claim(s)" to include all causes of action, lawsuits, proceedings, complaints, claims, charges, debts, contracts, judgments, damages, attorney's fees, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively, all claims arising out of Plaintiff's employment with Defendant, including, but not limited to, any and all claims under the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, Title VII or any other statute, rule or regulation relating to Plaintiff's employment with Defendant and under which Plaintiff has made a claim or could make a claim against Defendant (collectively, "Plaintiff's Released Claims"). (*Id*. at ¶ 5.1.1.) Plaintiff's Released Claims shall not waive: (i) claims for unemployment or workers' compensation benefits; (ii) any vested rights Plaintiff has under ERISA-covered benefit plans as applicable on the date Plaintiff signs this Agreement, and/or claims concerning such rights; (iii) claims that may arise after Plaintiff signs the Settlement; or (iv) claims which cannot be released by private agreement. (*Id*. at ¶ 5.1.2.) Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. (*Id*. at ¶ 5.1.3.)

[Riverside CMO Section G(3)(e)(ii) – (iii)]

19. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint arising during the Class Period. This release includes, without

limitation, a release of all claims alleged in the Operative Complaint for alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, violation of California Business and Professions Code §§ 17200, et seq., and statutory waiting time penalties based on the foregoing (collectively, the "Released Class Claims"). (*Id*. at ¶ 5.2.)

[Riverside CMO Section G(3)(e)(iv)]

20. Release by Aggrieved Employees: All Aggrieved Employees, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint and Plaintiff's PAGA Notice, including, but not limited to, failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements (collectively, the "Released PAGA Claims"), arising during the PAGA Period. (*Id*. at ¶ 5.3.)

[Riverside CMO Section G(3)(e)(i)]

21. Released Parties. “Released Parties” means Defendant Emerson Ecologics, LLC, and any predecessor, successor, subsidiary, parent, affiliated or related entity (including but not limited to Natural Partners, Inc., Healthy Web Inc., FSLV Holdings LLC, and Rupa, Inc. and Fullscript, Inc.), and each of their owners, managerial employees, agents, directors, officers, and/or insurers. (*Id*. at ¶ 1.41.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

22. Class 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, Class Counsel are of the opinion that the proposed Settlement Agreement is fair, reasonable, and adequate. Furthermore, in light of 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 Agreement is in the best interests of Class Members.

[Riverside CMO Section G(3)(a)(i)]

23. Based on Class Counsel's review of the time, payroll, and additional records and information provided by Defendant, on Plaintiff's expert's analysis of the sample time and payroll records provided by Defendant, and on information from Plaintiff, Class Counsel evaluated Defendant's maximum potential exposure. There are an estimated 149 Class Members who worked approximately 12,000 aggregate Workweeks. There are also an estimated 85 Aggrieved Employees and 2,101 PAGA Pay Periods. Additionally, Class Counsel estimated that Class Members' average base hourly rate was $21.23 based on Defendant's records and that there were approximately 79 former employees for purposes of waiting time penalties.

[Riverside CMO Section G(3)(a)(ii)]

Accordingly, Class Counsel calculated Defendant's potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Amount
Unpaid Wages (Regular Rate)	12,000 Workweeks	$22.99 average regular rate	Violations based on expert analysis of records	**$45,864.50***
Unpaid Wages (Off the Clock)	12,000 Workweeks	$21.23 average hourly rate	8,835 net unpaid hours (assuming 10 minutes per shift) (76.7% overtime)	**$64,874.75*****
Meal Period Violations	12,000 Workweeks	$21.23 average hourly rate	2,975 unique meal break violations	**$18,947.78****
Rest Period Violations	12,000 Workweeks	$21.23 average hourly rate	52,797 unique rest break violations (assumes 100% violation rate for shifts of at least 3.5 hours)	**$280,220.08*****
Unreimbursed Business	12,000 Workweeks	Assumes $25.00 per month	Assumed $25.00 per month	**$18,750.00*****

Expenses				
Labor Code § 203	Based on approximately 79 terminated class members within the 3-year statute of limitations	$21.23 average hourly rate / 30-day maximum	Violations based on analysis of records by expert (assumes 8.1 hours / day)	**$40,755.23****
Labor Code § 226	Based on approximately 85 class members within the 1-year SOL	$50 per initial pay period / $100 per subsequent pay periods / $4,000 employee maximum	Based on 2,101 pay periods within the 1-year SOL	**$20,585.00****
PAGA	Based on 2,101 pay periods within the 1-year SOL	$100.00 per pay period	Based on 2,101 pay periods within the 1-year SOL	**$21,010.00****
Total for Claims				**$511,007.34**
* These figures are discounted based on a 50% probability of prevailing at class certification and on the merits ** These figures are discounted based on a 30% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 25% probability of prevailing at class certification and on the merits. **** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits [1]				

[Riverside CMO Section G(3)(a)(iii)]

24. Plaintiff's unpaid wages claim is based on allegations that Defendant failed to incorporate all remuneration, including bonuses and incentive payments, into Class Members' regular rate of pay for purposes of paying overtime, sick pay, and meal period premiums. Specifically, Plaintiff's expert reviewed the sample records Defendant produced and identified 468 additional compensation payments, including referral bonuses, incentive payments, and other bonuses. Based on the expert's analysis, the

[1] A 70% or greater 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.

estimated maximum exposure was $91,729.00, consisting of $72,304.00 in overtime underpayments, $19,336.00 in sick pay underpayments, and $89.00 in meal period premium underpayments. However, the maximum exposure assumes that the additional compensation was nondiscretionary, which Defendant denies. Although I believe there is merit to this claim, I acknowledge that these issues present significant risks concerning proof of liability and the amount recoverable. Therefore, I applied a 50% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $45,864.50 for the regular rate claim.**

25. Plaintiff's unpaid wages claim is also based, in part, on allegations that Defendant did not compensate Class Members for actual time worked. For example, Plaintiff alleges that Plaintiff and putative Class Members were required to pass through two password-protected doors and walk through the warehouse to reach the time clocks. Plaintiff further alleges that Defendant's restrictions on early clock-ins and its attendance policies required employees to arrive early and wait before recording their time. Based on information from Plaintiff, I assumed, for purposes of the exposure analysis, that each Class Member performed 10 minutes of uncompensated work each shift worked, and thereby arrived at approximately 8,835 cumulative hours of uncompensated work, 76.7% of which was overtime, for a total maximum potential exposure of $259,499.01. Defendant denies failing to compensate employees for all hours worked, and argues that employees are prohibited from working off-the-clock. Although Plaintiff identifies allegedly common pre-shift practices, establishing liability would require proof that the activities constituted compensable work or time under Defendant's control, that Defendant knew or should have known of the uncompensated work, and that the assumed duration and frequency fairly represented Class Members' experiences. Although I believe there is merit to Plaintiff's unpaid wage claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Further declarations and testimony from Class Members potentially would reveal different experiences concerning the activities performed before clocking in and the amount of uncompensated time. Therefore, I applied a 75% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $64,874.75 for the off-the-clock claim.**

26. Plaintiff's meal period claim is based, in part, on allegations that workload and management practices caused putative Class Members' meal periods to be late, interrupted, or missed. Plaintiff's

expert analyzed Defendant's sample records and identified an estimated 2,975 unique meal period violations. Accordingly, Defendant's maximum exposure is estimated to be $63,159.25. Defendant denies failing to comply with its meal period obligations and argues that to the extent there are any meal period violations, the violation was a result of the employee voluntarily waiving their meal break. 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. Declarations and testimony from Class Members potentially could reveal different experiences concerning meal periods, interruptions, and waivers. Therefore, I believe a 70% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of $18,947.78 for the meal period claim.**

27. Plaintiff's rest period claim is based on allegations that Class Members experienced missed, shortened, and interrupted rest breaks. For purposes of mediation, Plaintiff's Counsel assumed a 100% violation rate for shifts of at least 3.5 hours. Plaintiff's expert identified approximately 52,797 qualifying shifts when extrapolated to the putative Class. As a result, Defendant's maximum exposure was estimated to be $1,120,880.31. However, Defendant argues that all Class Members were provide with the opportunity to take a rest break in compliance with California law, and to the extent any rest break was missed, it was a result of the Class Member voluntarily waiving their rest break. 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. Additionally, declarations and testimony from Class Members potentially could reveal different experiences concerning their experience with their rest 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 $280,220.08 for the rest period claim.**

28. Plaintiff's claim for unreimbursed business expenses is based on allegations that employees used their personal cellphones for work purposes without reimbursement. Based on information from Plaintiff, I assumed, for purposes mediation, that Class Members spent on average $25 per month on unreimbursed business expenses. As a result, Defendant's maximum exposure was estimated to be $75,000.00. However, Defendant argues that it complied with all of its reimbursement obligations. 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. Declarations and testimony from Class Members potentially could reveal different experiences concerning the expenses incurred, their necessity, and any reimbursement received. Therefore, I believe a 75% discount to the maximum exposure figure is warranted; accordingly, I arrived at **a realistic damage estimate of $18,750.00 for the unreimbursed business expenses claim.**

29. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates Defendant's maximum potential exposure, prior to discounting, is $823,502.31. This estimated amount breaks down as follows: $407,552.31 for waiting time penalties for approximately 79 terminated Class Members during the 3-year SOL; a $205,850.00 penalty for inaccurate wage statements based on approximately 85 Class Members within the 1-year SOL; and $210,100.00 for PAGA penalties based on the Court assessing a $100.00 penalty for each pay period (based on an estimated 2,101 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 Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Furthermore, considering the underlying wage claims are realistically estimated to be $428,657.11, awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 90% discount to each penalty (resulting in $40,755.23 for waiting time penalties, $20,585.00 for inaccurate wage statement penalties, and $21,010.00 for PAGA penalties) and accordingly arrived at **a realistic damage estimate of $82,350.23 for statutory and civil penalties.**

30. **Using these estimated figures, the realistic recovery for all claims, including penalties, is $511,007.34. This means the $480,000.00 Gross Settlement Amount represents approximately 94% of the realistic recovery.** This is an excellent result for the Class, particularly because, under the proposed Settlement Agreement, Class Members will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

31. While Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving the amount of wages owed to each Class Member would be an expensive, time-consuming, and uncertain proposition.

32. I am also of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding PAGA penalties even if Plaintiff prevailed on the merits.

33. The Settlement Agreement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff were able to pursue her 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.

34. 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 extensive formal discovery. 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 Plaintiff and/or any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

[Riverside CMO Section G(3)(a)(iv) – (v)]

35. The Net Settlement Amount available for settlement payments is currently estimated to be $217,750.00 for an estimated Class size of 149 individuals.[2] **As a result, the average Individual Class Payment is approximately $1,461.41 ($217,750.00 / 149).** Considering Class Members' average hourly rate is $21.23, the average benefit is approximately 68.84 hours of work. **Furthermore, based on an estimated 85 Aggrieved Employees, the average Individual PAGA Payment is $205.88 from the 35% share of the PAGA Payment ($17,500.00 / 85).** The amounts to Participating Class Members and/or Aggrieved Employees will vary based on each Participating Class Member's credited Workweeks during the Class Period and each Aggrieved Employee's credited PAGA Pay Periods during the PAGA Period, respectively. Thus, those with more credited Workweeks or PAGA Pay Periods will receive proportionately greater benefits. Based on an estimated 12,000 Workweeks, the average Workweek value

[2] The Net Settlement Amount is $480,000.00 less the following: $17,500.00 for Individual PAGA Payments to the Aggrieved Employees, $32,500.00 for the LWDA PAGA Payment, up to $10,000.00 for the Class Representative Service Payment to Plaintiff, up to $160,000.00 for the Class Counsel Fees Payment, up to $35,000.00 for the Class Counsel Litigation Expenses Payment, and an estimated $7,250.00 for the Administration Expenses Payment. (Settlement Agreement, ¶¶ 1.27, 3.1, 3.2.1–3.2.5.)

is approximately $18.15 ($217,750.00 / 12,000 Workweeks). Assuming a Class Member worked one Workweek, **the lowest class payment is estimated to be $18.15.** Assuming a Class Member worked throughout the Class Period, from October 21, 2021, through August 16, 2026, and is credited with 253 Workweeks, **the estimated high-end class payment is approximately $4,591.95,** ($18.15 average Workweek value x 253 Workweeks). Based on an estimated 2,101 PAGA Pay Periods, the average Pay Period value is approximately $8.33 ($17,500.00 / 2,101 PAGA Pay Periods). Assuming an Aggrieved Employee worked one PAGA Pay Period, **the lowest PAGA payment to an Aggrieved Employee is estimated to be $8.33.** Assuming an Aggrieved Employee worked throughout the PAGA Period, from July 16, 2025, through August 16, 2026, and is credited with 30 PAGA Pay Periods, t**he estimated high-end PAGA payment is approximately $249.90** ($8.33 average PAGA Pay Period x 30 PAGA Pay Periods). The Administrator will calculate the high and low range of payments to Class Members and Aggrieved Employees following preliminary approval and receipt and processing of the Class Data. Class Counsel will provide more accurate estimates to the Court in Plaintiff's motion for final approval.

36. The proposed settlement of $480,000.00 therefore represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. 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 Gross Settlement Amount is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate.

THE SERVICE PAYMENT FOR PLAINTIFF IS REASONABLE

37. Throughout this litigation, Plaintiff has cooperated immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff provided valuable information regarding her hours worked, and what duties were performed during those hours. Plaintiff also provided information regarding meal and rest periods taken and missed by Plaintiff and putative Class Members. Plaintiff participated in decisions concerning this action, assisted in preparation for the mediation, and provided my office with the names and contact information of potential witnesses in this action. Before we filed this case, Plaintiff worked with my office to determine the viability of her claims. Plaintiff also provided information and documents relating to her employment with Defendant. The information and documentation provided by Plaintiff were instrumental in establishing the wage-and-hour violations

alleged in this action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without her participation.

38. At the same time, Plaintiff faced many risks in adding herself as the Class Representative in this matter. Plaintiff faced actual risks with her future employment, as putting herself on public record in an employment lawsuit could also very well affect her likelihood for future employment.

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

40. In the final analysis, this class action would not have been possible without the aid of Plaintiff, who put her own time and effort into this litigation and placed herself at risk for the sake of Class Members. The requested service award for Plaintiff for her service as the Class Representative is a relatively small amount of money considering her time and effort put into the litigation and considering enhancements granted in other class actions. The requested award is therefore reasonable to compensate Plaintiff for her active participation and risks assumed in this lawsuit.

MY EXPERIENCE AND QUALIFICATIONS

41. 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 2025.

42. 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.

43. 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.

44. My current billing rate is $950.00 per hour, which is my usual hourly rate for wage and hour litigations. A $950.00 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 Nov. 5, 2026].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re HPL Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912, 921 (N.D. Cal. 2005).) 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 921-22.) Using the same method here and based on Class Counsel's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential 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 12, 2026 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach Judiciary Plan and the Washington-Baltimore-Arlington Judiciary Plan are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 19 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)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

45. I am experienced in prosecuting and defending employment matters, particularly class and PAGA actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage and hour class action lawsuits pending in various counties throughout California, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and

final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc*. (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc*. (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) ($750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my $650 hourly rate in that case, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys"); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc*. (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc*. (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

H. SCOTT LEVIANT'S EXPERIENCE AND QUALIFICATIONS

46. H. Scott Leviant received his undergraduate degree from Occidental College. Graduating *cum laude*, he majored in economics and received a "minor" emphasis in mathematics. Along with his study of economics and mathematics, he also had an emphasis in physics. This combination of scientific and economic education has been of assistance during his litigation of complex civil actions. He received his

Juris Doctor degree from the University of Southern California Law Center.

47. Mr. Leviant's experience relevant to class action litigation includes the following:

(a) He has been involved in the litigation of class actions since 1997, working as a law clerk on a number of class action matters. Since 1999, he has participated as an attorney in the litigation of hundreds of class actions, in California Superior Courts and in federal courts in California, Illinois, and Louisiana. He emphasized litigation of wage and hour class actions beginning in 2005, but he has focused on complex litigation of different types at all times since 1999.

(b) Dating back to 1999, some of the earliest cases in which he contributed to his then-firm's efforts as co-lead/liaison counsel include:

1) *In re Paradise Memorial Park Litigation*, Los Angeles Superior Court Lead Case No. BC130375; and,

2) *In re Lincoln Memorial Park Litigation*, Los Angeles Superior Court Lead Case No. BC133643.

(c) He has litigated contested class certification motions multiple times, prevailing on many. Examples include the following:

1) In 2025, he certified multiple wage and hour claims against Sun Valley Group, in the matter of *Duran v. Sun Valley Group*.

2) In 2023, he certified a rest break claim against SMS Transportation, in the matter of *Beard v. SMS Transportation*. Rest break claims are notably difficult to certify.

3) In 2023, he certified a regular rate claim against Downtown Women's Center, in the matter of *Evans v. Downtown Women's Center*.

4) In 2018, he certified wage and hour claims against Home Depot, in the matter of *Utne v. Home Depot*, in the United States District Court, Northern District of California. The contested certification resulted in a certified class of roughly 140,000 individuals.

5) In 2019, he certified a Fair Credit Reporting Act claim related to

employment background checks against Wal-Mart Stores, Inc., in the matter of *Pitre v. Wal-Mart Stores, Inc.,* in the United States District Court, Central District of California. The contested certification resulted in a certified class of over 5,000,000 individuals.

6) In 2018, he fully briefed a contested class certification motion in the matter of *Harelson v. U.S. Aviation*, in the United Stated District Court, Northern District of California. After certification was fully briefed, the matter successfully settled.

7) In 2013, he certified an investment fraud suit, in the matter of *Larsen v. Coldwell Banker*, in the United States District Court, Central District of California.

8) In 2012, he fully briefed a contested class certification motion, in the wage and hour matter of *Gillings v. Time Warner*, in the United States District Court, Central District of California. In that matter, summary judgment was granted against Mr. Leviant's clients and the certification motion was deemed moot. I appealed to the Ninth Circuit and obtained a reversal of the District Court's decision. Upon remand, the matter settled.

9) In approximately 2011, he fully briefed a contested class certification motion, in the wage and hour matter of *Gomez v. Lincare, Inc.*, in the Superior Court of California, County of Orange. Certification was denied. The result was appealed, and a partial reversal was obtained.

10) In approximately 2008, he fully briefed a contested class certification motion, in the wage and hour matter of *Ghazaryan v. Diva Limousine, LTD.*, Superior Court of California, County of Los Angeles. Certification was denied. He appealed, handling all briefing, and, in *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal.App.4th 1524 (2009), pet. for rev. denied, he obtained a decision directing the trial court to certify

the class. Ghazaryan is now widely cited, including by the California Supreme Court, as a comprehensive source for the standards applied to certification motions in California.

11) In approximately 2006, he fully briefed a contested class certification motion, in the wage and hour matter of *Laliberte v. Pacific Mercantile Bank*, Superior Court of California, County of Orange. Certification was denied. He appealed, handling all briefing. The published opinion of *Laliberte v. Pacific Mercantile Bank*, 147 Cal.App.4th 1 (2007), rev. denied, pet. for cert. den. resulted, and he petitioned for a Writ of Certiorari related to certification due process issues.

12) In approximately 2008, he assisted with briefing of a contested class certification motion, in the wage and hour matter, against the Automobile Club of Southern California (AAA). A class was certified and the matter tried.

48. Mr. Leviant prosecuted appeals in more than 20 class action matters alone, arguing before the United States Court of Appeals for the Ninth Circuit Court and several of California's Courts of Appeal. He has taken several appeals through to Petitions for Writs of Certiorari to the United States Supreme Court. In connection with the appeals he has handled, he has participated in appeals resulting in decisions concerning or relating to class actions or wage and hour issues. Among others, those include:

(a) *Camp v. Home Depot, U.S.A., Inc.*, 84 Cal. App. 5th 638 (October 24, 2022), rev. granted (February 1, 2023);

(b) *Donohue v. AMN Services, Inc.*, (February 25, 2021) (amicus counsel)

(c) *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. Jan. 29, 2019), pet. for rehearing and pet. for *en banc* rehearing den.;

(d) *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), *as modified on denial of reh'g* (Aug. 29, 2018);

(e) *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir. 2014);

(f) *Ghazaryan v. Diva Limousine, LTD*., 169 Cal. App. 4th 1524 (2009), pet. for

rev. denied;

(g) *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007), rev. denied, pet. for cert. denied;

(h) *Alvarez v. May Dept. Stores Co*., 143 Cal. App. 4th 1223 (2006), rev. denied, pet. for cert. denied;

(i) *Johnson v. Glaxosmithkline, Inc.*, 166 Cal. App. 4th 1497 (2008), rev. denied;

(j) *Howard, et al. v. America Online, Inc*., 208 F.3d 741 (9th Cir. 2000), pet. for cert. denied;

(k) *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011) (amicus counsel);

(l) *D. R. Horton, Inc. and Michael Cuda*, Case 12-CA-25764, 357 NLRB No. 184 (January 3, 2012) (amicus counsel). This NLRB matter is of particular note, as it is at the center of a dispute regarding the interplay between the Federal Arbitration Act (FAA) and two labor relations laws, the National Labor Relations Act (NLRA) and Norris-LaGuardia Act. Cases highlighting that issue have been accepted by the United States Supreme Court

49. Mr. Leviant was the lead appellate author in a matter before the California Supreme Court that generated substantial interest in the field of wage and hour litigation. That matter, *Troester v. Starbucks Corporation*, resolved a significant issue of whether, under California law, a *de minimis* defense exists to the employer's obligation to pay all wages for all compensable time worked by an employee.

50. Mr. Leviant was the lead appellate counsel in a matter before the California Court of Appeal (Sixth Appellate District) that generated substantial interest in the field of wage and hour litigation. That matter, *Camp v. Home Depot, U.S.A., Inc.*, held that prior jurisprudence erroneously concluded that, under California law, underpayment of wages as a result of rounding of time clock punches is lawful so long as the rounding was neutral on its face and as applied. Camp is now pending before the California Supreme Court but remains citable as authority pursuant to an Order of the California Supreme Court.

51. In addition to his work on complex litigation matters and class actions, he has authored published articles and columns on issues related to class actions and other litigation issues, including:

(a) H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J. 18 (2006), at http://blj.ucdavis.edu/article.asp?id=636 (May 1, 2006);

(b) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Where Troester Stops Not Even Troester Knows*, DAILY JOURNAL (Los Angeles), July 2, 2019;

(c) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Unaccounted Time: Reading the Tea Leaves of Troester*, DAILY JOURNAL (Los Angeles), September 12, 2018;

(d) Dennis F. Moss and H. Scott Leviant, *Class Actions: One step forward after two steps back*, DAILY JOURNAL (Los Angeles), January 11, 2012;

(e) H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY JOURNAL (Los Angeles), December 28, 2010;

(f) H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los Angeles), April 21, 2010;

(g) H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class Action Defense?*, FORUM, January/February 2009

(h) H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-2010 (Ongoing series);

(i) H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to Bind Judiciary*, Daily Journal (San Francisco), March 15, 2010;

(j) H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los Angeles), December 2, 2009;

(k) H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15, 2008;

(l) H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los Angeles), May 4, 2007;

(m) H. Scott Leviant, *A Bad Meal Deal: 'Brinker' Gets the Incentive Question Wrong*, DAILY JOURNAL (Los Angeles), August 6, 2008;

(n) H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage*

Cases, FORUM, January/February 2008;

(o) H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional Element in a Comprehensive Litigation Plan*, ADVOCATE, April 2006;

(b) H. Scott Leviant, *Improving Rule 12(b)(6) survival odds: Some considerations for effective RICO pleading*, CIVIL RICO REPORT, Volume 15, Number 22, April 26, 2000 (LRP Publications)

52. In addition to publications in industry newspapers, periodicals and journals, Mr. Leviant is the Supervising Editor, primary author and founder of the legal blog The Complex Litigator (http://www.thecomplexlitigator.com). The Complex Litigator reports and comments on news and topics relevant to class action and complex litigation practice, with a primary emphasis on wage and hour litigation issues. Through his blog, he has also, on occasion, published podcasts of round table discussions with preeminent members of the wage and hour practice bar on both the plaintiff and defense sides. His blog has been cited to the California Supreme Court in at least one Petition for Review. The Complex Litigator has been in existence since 2008, having outlasted many other legal blogs, and it has a unique readership that numbers in the tens of thousands.

53. Mr. Leviant has also lectured on issues related to class actions and complex litigation, including the following educational seminars:

(a) *Strategies for Settlement of Individual and Wage & Hour Class Actions*, Bridgeport's Eighth Annual Wage & Hour Litigation Conference (December 16, 2011)

(b) *The Year in Review - Staying Abreast of Current Cases*, Consumer Attorneys of San Diego Class Action Symposium (October 14, 2011)

(c) *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's Mid Year Wage & Hour Litigation Conference (June 3, 2011)

(d) *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden State Antitrust and Unfair Competition Law Institute (October 21, 2010)

(e) *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference (October 2, 2010)

(f) *Word v. WordPerfect Software, Tips, Tools and Tricks*: Legal Technology for Plaintiffs Employment Lawyers (September 30, 2010)

(g) *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19, 2010)

(h) *20 Tips for Successful Navigation of e-Discovery Requirements*, Los Angeles County Bar Association's Thirtieth Annual Labor and Employment Law Symposium (March 31, 2010)

(i) *Social Networking for Lawyers*: A Roadmap to Success, Los Angeles County Bar Association's 2nd Annual two-day 2009 Small Firm and Solo Practitioners Conference: MISSION POSSIBLE (June 25, 2009)

(b) *A Seminar Overview of the Current State of Employment Law*, The Westchester/LAX/Marina Del Rey Chamber of Commerce (February 23, 2006)

54. Mr. Leviant served three consecutive years as an elected member of the Board of Governors of the Consumer Attorneys of California. In that capacity, he worked to preserve the right of California's consumers and employees to bring proposed class actions. For example, he provided assistance to CAOC in its successful effort to defeat AB 298, which would have substantially impaired the ability of plaintiffs to prosecute class actions in California. More recently, on behalf of CAOC, he co-authored several requests for publication of unpublished class action decisions, including one such request in *Jaimez v. Daiohs USA, Inc.*, 181 Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in the Eighth Circuit matter entitled *Avritt v. Reliastar Life. Ins. Co.*, Case No. 09-2843, the California Supreme Court matter entitled *Californians for Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006), and the California Court of Appeal matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011).

55. Based upon his practice area, geographic market, experience, including all of the above information, reputation, and generally accepted hourly rates, Mr. Leviant's current, regular hourly billing rate is now $975.00, which is well below the presumptively appropriate hourly rate of $1,227 for attorneys with 20 or more years of experience as provided in the Laffey Matrix. (Ex. 6.)

JAEYOUNG LEE'S EXPERIENCE AND QUALIFICATIONS

56. Jaeyoung Lee is an associate attorney at Moon Law Group, PC. Mr. Lee advocates for

employees in both state and federal court in employment and related litigation. Since joining Moon Law Group, PC, his practice has focused on wage-and-hour actions involving claims related to unpaid overtime and minimum wages, meal and rest break violations, unreimbursed business expenses, improper wage statements, and unfair business practices, as well as discrimination claims arising under California law.

57. Mr. Lee received his B.A., *cum laude* in Philosophy from Washington University in St. Louis. He received his Juris Doctorate and Tax Law Certificate from UC Davis School of Law. While in law school, Mr. Lee received Dean's Merit Scholarship for all three years and was awarded the Tax Certificate for his extensive work in the area. Following law school, Mr. Lee worked as a tax attorney representing taxpayers before both Federal and state administrative agencies and courts prior to joining Moon Law Group, PC.

58. Mr. Lee became an Active Member of the State Bar of California in 2022 and has been an Active Member in good standing continuously since then. He is also admitted to practice in the United States District Court for the Central District of California. Mr. Lee's billing rate is $600.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Lee's 4 years of experience out of law school, his Laffey Matrix rate with a 2.53% adjustment is $640.81 per hour ($625 Laffey Matrix rate + (2.53% x $625)). Accordingly, his current billing rate of $600.00 per hour is reasonable. In addition to the present case, Mr. Lee is also class counsel for other wage-and-hour class action lawsuits pending in various counties throughout California, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and/or final approval: *Yadao v. CalPrivate Bank, Inc.*, San Diego Superior Court Case No. 30-2021-00053493; *Hernandez v. AB Staffing Solutions, LLC*, Ventura Superior Court Case No. 56-2021-00561570-CU-OE-VTA; *De Leon v. Polyloom Corporation of America*, Alameda County Superior Court Case No. 22CV005969.

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

59. 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.

60. 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.

61. 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 Settlement.

62. 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. To my knowledge, we do not have any conflicts of interest with Plaintiff, other Class Members, or the proposed Administrator, and we are not related to Plaintiff. We respectfully request to be appointed as Class Counsel, for settlement purposes.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

63. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third of the Gross Settlement Amount, or $160,000.00, plus reimbursement for actual litigation costs not to exceed $35,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees can be justified under either the lodestar method or the percentage/common fund recovery method. Class Counsel, however,

intend to base the proposed fees award 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.

64. 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.

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

66. 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.

67. 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 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.

68. My office has incurred $22,851.05 in expenses litigating this action, and we anticipate accruing additional costs up to final approval. (Ex. 4.) These expenses were reasonably necessary to the

litigation and were actually incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement. In the event costs do not reach or exceed the maximum amount allowed in the Settlement Agreement, the difference will be allocated to the Net Settlement Amount.

69. 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 have included, and will include following preliminary and final approval, without limitation, the following:

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

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

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

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

(e) Drafting and serving formal discovery requests, including requests for production of documents and special interrogatories;

(f) Extensive "meet and confer" correspondence and discussions with Defense Counsel regarding mediation and to obtain relevant documents and information through informal discovery;

(g) Research and preparation of Plaintiff's mediation brief;

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

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

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

(k) Preparation of the motion for preliminary approval and the accompanying filings;

(l) Anticipated preparation for and attendance at the preliminary approval hearing;

(m) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;

(n) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;

(o) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and

(p) Anticipated responding to Class Member inquiries and communicating with Plaintiff regarding the case.

70. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of $480,000.00 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 Plaintiff, 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 November 12, 2026, at Los Angeles, California.

_____

Kane Moon