

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Enzo Nabiev (SBN 332118)
E-mail: enabiev@moonlawgroup.com
Matthew Dial (SBN 341656)
E-mail: mdial@moonlawgroup.com

MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Isidro Gomez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ISIDRO GOMEZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

QUICK CRETE PRODUCTS CORP., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 30-2023-01355638-CU-OE-CXC

*[Assigned for All Purposes to the Honorable
Layne H. Melzer, Dept CX102]*

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

*[Filed with [Proposed] Preliminary Approval
Order; and the Declaration of Jason L.
Morris]*

PRELIMINARY APPROVAL HEARING

Date: May 21, 2026

Time: 2:00 p.m.

Dept: CX102

DECLARATION OF KANE MOON

I, Kane Moon, hereby 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 Isidro Gomez and the putative Class. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

2. On February 26, 2026, this Court issued an order regarding Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement.

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

4. A true and correct copy of the fully executed First Amendment to the Class Action Agreement and Class Notice (the "Amendment") is attached hereto as **Exhibit 1**. The Amendment was submitted to the California Labor and Workforce Development Agency (the "LWDA"). A true and correct copy of the LWDA submission confirmation is attached hereto as **Exhibit 2**. A true and correct copy of the redlined Class Action and PAGA Settlement Agreement showing the changes effected by the Amendment is attached hereto as **Exhibit 3**. A true and correct copy of the Class Notice, with the Objection Form and Exclusion Form, is attached hereto as **Exhibit 4**. A true and correct copy of the redlined Class Notice showing the changes made to the Class Notice is attached hereto as **Exhibit 5**. A revised [Proposed] Order is filed concurrently herewith. A redlined copy of the [Proposed] Order showing the changes made is attached hereto as **Exhibit 6**.

Issues:	Responses:
1. Were all motion papers served on the LWDA? Plaintiff must file with the court a proof of service identifying the specific documents served on the LWDA, when plaintiff served the documents, and how service was effected.	All motion papers were served on the LWDA. The Proof of Service filed concurrently herewith identifies the specific documents served on the LWDA, when plaintiff served the documents, and how service was effected.
AS TO THE SETTLEMENT:	
2. Plaintiff should provide plaintiff's anticipated total compensation to be	Plaintiff worked for Defendant from approximately 2006 to May 2021, or

received (including for any individual claims and excluding any enhancement payment).	approximately 85 Workweeks during the Class Period Based on 43,000 Workweeks and an estimated Net Settlement Amount of \$492,000,¹ the average Workweek value is estimated to be \$11.44 (\$492,000 / 43,000). As a result, Plaintiff's estimated Individual Class Payment is \$972.40 (\$11.44 Workweek value x 85 Workweeks). Plaintiff's employment with Defendant ended May 2021, and the PAGA Period begins October 12, 2022. As a result, Plaintiff's estimated Individual PAGA Payment is \$0. Plaintiff will provide accurate estimates to the Court in Plaintiff's Motion for Final Approval. Plaintiff is not party to an individual settlement agreement with Defendant and, excluding the enhancement payment, the above reflects Plaintiff's anticipated total compensation.
3. The escalator provision (§ 8.1) applies to the time period 10-12-2019 through 06-29-2025. However, the class period extends through 08-30-2025. § 1.12. Please explain why, in fairness, the class period should not mirror the escalator provision or vice versa.	The escalator provision has been revised such that it applies to the Class Period. (Amendment, § 10.)
4. Provide the high, low, and average amounts of the individual class and PAGA awards.	There are approximately 307 weeks during the Class Period of October 12, 2019 to August 30, 2025. Assuming a Class Member worked for the entire duration of the Class Period, the estimated highest Individual Class Payment is \$3,512.08 (\$11.44 Workweek value x 307 Workweeks).

¹ The Net Settlement Amount was calculated by deducting the following from the Gross Settlement Amount of \$850,000.00: \$255,000 for Class Counsel attorneys' fees (30% of the GSA); up to \$27,000.00 for Class Counsel's costs; \$5,000.00 for the Class Representative Service Payment; up to \$11,000.00 for the settlement administration costs; and \$60,000.0 for PAGA Penalties.

Assuming a Class Member worked one Workweek, the estimated lowest Individual Class Payment is \$11.44.

There are an estimated 837 Class Members. Given the Net Settlement Amount is estimated to be \$492,000, the estimated average Individual Class Payment is \$587.81 ($\$492,000 / 837$).

There are approximately 307 weeks during the Class Period of October 12, 2019 to August 30, 2025. Assuming a Class Member worked for the entire duration of the Class Period, the estimated highest Individual Class Payment is \$3,512.08 ($\11.44 Workweek value x 307 Workweeks).

\$15,000 (25% of \$60,000) is allocated to the Individual PAGA Payments. Based on an estimated 16,709 PAGA Pay Periods, the average PAGA Pay Period value is \$0.90.

There are approximately 76 pay periods during the PAGA Period of October 12, 2022 to August 30, 2025. Assuming an Aggrieved Employee worked for the entire duration of the PAGA Period, the estimated highest Individual PAGA Payment is \$68.40 ($\0.90 PAGA Pay Period value x 76 PAGA Pay Periods).

Assuming an Aggrieved Employee worked one PAGA Pay Period, the estimated lowest Individual Class Payment is \$0.90.

There are an estimated 232 Aggrieved Employees. Based on total Individual PAGA Payments of \$15,000, the estimated average Individual PAGA Payment is \$64.66 ($\$15,000 / 232$).

Accurate estimates of the high, low, and average payments will be provided to the Court in Plaintiff's Motion for Final Approval after the Administrator has processed the Class Data.

1	5. The court prefers a response deadline of at least 60 days. ¶¶ 1.42, 7.5.1, 7.6. Do special circumstances here warrant a shorter period?	The response deadline has been revised to 60 days. (Amendment, ¶¶ 2, 6, 8.)
2		
3		
4	6. The administrator does not have final authority as to opt-outs or disputes. ¶¶ 7.5.2, 7.6. The settlement amendment should state that although the settlement administrator may make the initial decisions regarding requests for exclusion and disputes, the parties shall file with the court all disputes and requests for exclusion and the court may review any such decisions made by the settlement administrator.	The settlement has been revised accordingly. (Amendment, ¶¶ 7-8.)
5		
6		
7		
8		
9		
10		
11	7. While the settlement (¶ 2.9.) touches upon the issue, plaintiff's counsel and defense counsel must state in declarations filed with the court whether, they are aware of any class, representative or other collective action in any other court that asserts claims similar to those asserted in the action being settled. If any such actions are known to exist, the declaration shall also state the name and case number of any such case and the procedural state of that case, and describe the impact of the settlement on that case.	After reasonable inquiry, Plaintiff's Counsel is not aware of any class, representative, or other collective action in any other court that asserts claims similar to those asserted in the action being settled. The Declaration of Jasn L. Morris, counsel for Defendant, is filed concurrently herewith. Defendant's Counsel is not aware of any class, representative, or other collective action in any other court that asserts against Defendant claims similar to those asserted against Defendant in this action. (Declaration of Jason L. Morris, ¶ 2.)
12		
13		
14		
15		
16		
17		
18		
19		
20		
21	8. The PAGA valuation analysis assumes a one-year statute of limitations ROA 75 ¶ 17. Why does the PAGA Period (¶ 1.30) release claims earlier than that limitations period if, as it appears, none of those claims were valued.	PAGA provides for a statute of limitations of one year from the date of the alleged Labor Code violations. (<i>See</i> 299(j); California Code of Civil Procedure § 340.) On October 12, 2023, former plaintiff Hector Mendoza Lopez commenced this action. As such, the PAGA Period begins one year prior from the date this action was commenced, October 12, 2022, so that all the PAGA claims being released during the PAGA Period are within the statute of limitations. The PAGA valuation analysis values all released claims during the PAGA Period, which is within the statute of limitations.
22		
23		
24		
25		
26		
27		
28		

1	9. The “Released Parties” provision (¶ 1.41) is vague and overbroad to the extent it includes unidentified third parties such as “heirs, representatives, accountants, auditors, consultants, insurers and reinsurers...and attorneys, if any.”	The “Released Parties” provision has been revised such that these entities are no longer included as a Released Party. (Amendment, ¶ 1.)
2		
3		
4		
5		
6	10. The “Release by Participating Class Members” (¶ 5.2) is vague and overbroad. “Class Release Period” is undefined. It should be limited to the defined “Class Period.” It should also be limited to the operative Third Amended Complaint, not “complaints.”	The “Released by Participating Class Members” has been revised accordingly. (Amendment, ¶ 3.)
7		
8		
9		
10		
11	11. The “Released by Aggrieved Employees” (¶ 5.3) is vague and overbroad. “PAGA Release Period” is undefined. It should be limited to the defined “PAGA Period.” It should also be limited to the operative Third Amended Complaint, not “complaints.”	The “Released by Aggrieved Employees” has been revised accordingly. (Amendment, ¶ 4.)
12		
13		
14		
15		
16	12. The Response Deadline (¶ 1.42) should include disputes.	The Response Deadline now includes disputes. (Amendment, ¶ 2.)
17		
18	13. While the court will not determine the amount of attorneys’ fees to be awarded until final approval, the court is unlikely to approve attorneys’ fees in excess of 30% of the gross settlement amount absent unique circumstances. At final approval, plaintiff’s counsel should address whether any such unique circumstances exist here.	Plaintiff’s Counsel will comply with this order.
19		
20		
21		
22		
23		
24		
25	14. While the court will not determine the amount of any enhancement award to be paid to plaintiff until final approval, the court is unlikely to approve an enhancement award in excess of \$5,000 absent unique circumstances. At final approval, plaintiff should	Plaintiff will comply with this order.
26		
27		
28		

1	address whether any such unique circumstances exist here.	
2		
3	AS TO THE NOTICE:	
4	15. The notice should be revised consistent with the above.	The notice has been revised consistent with the above.
5		
6	16. The court prefers that the notice be accompanied by a separate exclusion form and a separate objection form. The notice should be revised in the appropriate paragraphs to reflect the option to use the forms.	A separate exclusion form and a separate objection form are attached to the notice. The notice has been revised to reflect the option to use the forms. (Class Notice, at 2; ¶¶ 6-7).
7		
8		
9		
10	17. The title and throughout should indicate “Class Action and PAGA” settlement	The title of the notice has been revised accordingly. (Class Notice at 1.) The notice throughout has also been revised accordingly. (<i>See id.</i> , at 1.)
11		
12	18. Remove “AND HEARING DATE FOR FINAL COURT APPROVAL” from the title.	“AND HEARING DATE FOR FINAL COURT APPROVAL” has been removed from the title. (Class Notice at 1.)
13		
14	19. Delete the sentence “You will be deemed to have carefully read and understood it.” At 1.	This sentence has been deleted. (Class Notice at 1.)
15		
16	20. Delete the sentence “You will be deemed to have carefully read and understood it.” At 1.	The Class Notice has been revised accordingly. See number 19 above.
17		
18	21. Delete “strongly” at 2 ¶ 1.	“Strongly” at p. 2 ¶ 1 has been deleted. (Class Notice at 2 ¶ 1.)
19		
20	22. Delete “strongly” and replace “a good deal for you” with “fair at 3 ¶ 2.	The Class Notice has been revised accordingly. (Class Notice at 3 ¶ 2.)
21		
22	23. The amount of PAGA penalties is defined, not “[u]p to. At 4 ¶ 3(2)(D).	The Class Notice has been revised such that “up to” has been removed. (Class Notice at 3 ¶ 3(2)(D).)
23		
24	24. The releases should mirror the releases as revised per the above. At 5-6 ¶¶ 9- 10.	The releases have been revised accordingly. (Class Notice at 5-6 ¶¶ 9-10.)
25		
26	25. The administrator’s decision on challenges is not final. At 6 ¶ 4(3). This should be revised consistent with the above, i.e., the court may review all challenges and decisions by the administrator.	The Class Notice has been revised accordingly. (Class Notice at 6 ¶ 4(3).)
27		
28		

1	AS TO THE PROPOSED ORDER:	
2	26. The proposed order should be revised	The proposed order has been revised
3	consistent with the above.	consistent with the above.
4	27. Counsel information, hearing	Counsel information, hearing information,
5	information, and filed document	and filed document information have been
6	information should be removed from	removed from the caption page.
7	the caption page.	
8	28. The settlement and any amendments	The Settlement and the Amendment are
9	should be identified and attached as	identified in the opening paragraph of the
10	exhibits. ¶ 2.	proposed order and are defined together as
11		“the Settlement.” The Settlement is attached
12		as Exhibit 1 to the Proposed Order. (Proposed
13		Order, ¶ 2.)
14	29. The notice and the request for	The notice, request for exclusion form, and
15	exclusion and objection forms should	the objection form are identified and are
16	be identified and attached as exhibits.	defined together as “the Notice Packet.” The
17	¶ 10.	Notice Packet is attached as Exhibit 2 to the
18		Proposed Order. (Proposed Order, ¶ 10.)
19	30. The parties should propose a date for	The parties proposed October 1, 2026, or a
20	the final approval hearing. ¶ 14. The	date thereafter, as the final approval hearing.
21	motion for final approval should be	
22	filed and served at least 16 court days	
23	before the final approval hearing.	
24	31. Delete paragraphs 14 and 16.	These paragraphs have been deleted.
25	32. The proposed order should include an	This provision has been added to the
26	express provision the court will retain	proposed order. (Proposed Order, ¶ 16.)
27	jurisdiction to enforce the settlement	
28	pursuant to Civil Procedure Code	
	section 664.6	

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed on this April 29, 2026, in Los Angeles, California.

Kane Moon