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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

JONATHAN BULLINGER, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

ALDO U.S., INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Judicial Council Coordination Proceeding No. 5396

Case No. CGC-24-613434

CLASS AND REPRESENTATIVE ACTION

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

PRELIMINARY APPROVAL HEARING:
Date: November 6, 2026
Time: 10:00 a.m.
Dept.: 611

The date and time were approved by the department.

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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 Jonathan Bullinger ("Plaintiff Bullinger"), Plaintiff Rabieh Nouri ("Plaintiff Nouri", together with Plaintiff Bullinger, the "Plaintiffs") and the putative Class. I have personal knowledge of the matters set forth herein and if called as a witness, I could and would testify competently to the facts described herein.

CASE BACKGROUND AND PROCEDURAL HISTORY

2. This is a wage-and-hour class and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiffs seek to represent a class of all individuals who are or were employed by Defendant Aldo U.S., Inc. ("Defendant") in the State of California during the Class Period, as set forth in the Class Action and PAGA Settlement Agreement and the Addendum to the Class Action and PAGA Settlement Agreement (together, the "Settlement"). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. The proposed Class Notice is attached to the Settlement as **Exhibit A**.

3. Defendant is a major retail company in the United States. Defendant employed Plaintiffs and other non-exempt, hourly-paid employees during the Class Period. Plaintiffs contend that they and their coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

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

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

5. Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff Bullinger filed a class action on March 27, 2024, which alleges Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (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 final wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business practices (the "*Bullinger* Action"). On August 1, 2024, Plaintiff Bullinger timely filed a First Amended Class and Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA. In compliance with Labor Code section 2699(s)(1), a file-stamped copy of the Plaintiff Bullinger's First Amended Complaint containing the Court-assigned case number was submitted to the LWDA. To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene in this Action.

6. On August 2, 2024, Plaintiff Nouri filed a similar wage and hour class action in the Sacramento County Superior Court entitled *Nouri v. Aldo U.S., Inc.* (Sacramento Superior Court Case No. 24CV015470), which alleges Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (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 final wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business practices the ("Nouri Class Action"). On October 7, 2024, Plaintiff Nouri also filed a representative action under the California Private Attorneys General Act in the Sacramento County Superior Court entitled *Nouri v. Aldo U.S., Inc.* (Sacramento Superior Court Case No. 24CV020377), asserting PAGA claims based on the same alleged wage and hour violations (the "Nouri PAGA Action"). Solely for purposes of settlement, the Parties have stipulated to filing a Second Amended Complaint (the "Operative Complaint") in the *Bullinger* Action so that the *Bullinger* Action encompasses the full scope of claims being released pursuant to the Settlement.

7. Pursuant to PAGA, on March 27, 2024 and August 2, 2024, respectively, Plaintiff Bullinger and Nouri gave written notices to the California Labor and Workforce Development Agency (the "LWDA")

of the alleged Labor Code violations, with certified mail service on Defendant, and paid the required filing fees. True and correct copies of Plaintiffs' PAGA Notices are attached hereto as **Exhibits 2 and 3**.

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

DISCOVERY AND INVESTIGATION

9. The Parties agreed to mediate this action with Steve Serratore, Esq., an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal production of documents and information before mediation. Prior to mediation, Plaintiffs obtained from Defendant, through informal discovery, the entire time and pay records belonging to the Class Members, and

relevant documents and data that were necessary and helpful to evaluate the claims asserted in this action. Defendant produced a statistically sound sample of time and pay records for approximately 98.5% of the putative Class, Plaintiffs' personnel file and time and pay records, and Defendant's written employment policies in effect during the Class Period. Defendant also provided information regarding the estimated number of current and formerly employed Class Members, PAGA Members, and PAGA Pay Periods.

10. In preparation for mediation, Plaintiffs' Counsel reviewed and analyzed all the information Defendant provided, including the sample records and documents regarding Defendant's wage-and-hour policies. Plaintiffs' Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to the mediation. The sample time and pay records analyzed contained 248,754 actual shifts worked (representing roughly 84% of total shifts worked in the Class Period), which allowed Plaintiffs' expert to prepare an analysis with a high degree of certainty. In conjunction with their extensive factual investigation, Plaintiffs' Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiffs' Counsel were able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiffs' and their Counsels' familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

11. On December 9, 2025, the Parties participated in a full day of private mediation with Steve Serratore, Esq. The 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 a full discussion regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses and with the assistance of the mediator, the Parties reached a resolution, the material terms of which are set out in the Settlement.

12. In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the proposed Settlement has been submitted to the LWDA along with a copy of Plaintiffs' preliminary approval

motion and the hearing date. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 4**. To date, the LWDA has not indicated any objection to the Settlement.

KEY TERMS OF SETTLEMENT

13. GSA and Funding: The Gross Settlement Amount ("GSA") is $2,150,000.00 and is non-reversionary. (Settlement, ¶ 3.1.) Defendant will separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*) Defendant shall fund the Gross Settlement Amount within 14 business days of the Effective Date. (*Id.* at ¶ 4.3.) "Effective Date" means the date by which both the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. (*Id.* at ¶ 1.16.)

14. Escalator Clause: The settlement is based on Defendants' representation that, as of the mediation date, Class Members worked approximately 86,000 workweeks during the Class Period. (*Id.* at ¶ 8.) If the final total number of workweeks for Class Members exceeds 94,600, which is 10% above that estimate, Defendant may elect either of the following: (i) shorten the Class Period so that the total number of workweeks used for settlement allocation does not exceed 86,000, or (ii) increase the Gross Settlement Amount on a pro rata basis, such that for each one percent by which the total number of workweeks exceeds 94,600, the Gross Settlement Amount increases by one percent. (*Id.* at ¶¶ 8.1-8.2.) Counsel for Defendant has confirmed that the escalator clause is not triggered.

15. Class Representative Service Payments: The Settlement includes a payment up to $7,500.00 each, payable from the GSA, subject to the Court's approval, to Plaintiffs as the Class Representatives, in addition to the amounts they are eligible to receive as Class Members and/or PAGA Members. (*Id.* at ¶¶ 1.13, 3.2.1.) This award is for Plaintiffs initiating the Action and providing services in support of the Action. (*Id.* at ¶ 1.13.) In the event the award finally approved is less, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.2.1.)

16. Class Counsel Fees and Litigation Expenses Payments: The Settlement permits a fee application of not more than $716,666.67 (representing 33.33% of the Gross Settlement Amount), for reasonable attorneys' fees, plus reimbursement for actual litigation costs not to exceed $40,000.00, payable to Class Counsel from the GSA. (*Id.* at ¶ 3.2.2.) In the event the amounts finally approved are less, the

difference will revert to Participating Class Members. (*Id.*) To date, MLG has incurred $4,478.85 in litigation costs. A true and correct copy of a report showing MLG's current costs is attached hereto as **Exhibit 5**. Class Counsel will provide the Court with total litigation costs incurred at final approval. Pursuant to a joint prosecution and fee-sharing agreement between the law firms representing Plaintiffs, and as consented to in a signed writing by Plaintiffs (the "JPA"), the firms will split the award for attorneys' fees with 30% to Bokhour Law Group, P.C. ("Bokhour"), 30% to Falakassa Law, P.C ("Falakassa"), 26.6% to Moon Law Group, P.C. ("MLG"), and 13.4% to United Employees Law Group, P.C. ("UELG"), regardless of the amount awarded or whether the award is based on a common fund or lodestar analysis.

17. Administration Expenses Payment: The Settlement provides an Administration Expenses Payment to the Administrator, payable from the GSA, in an amount not to exceed $19,000.00, except for a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) In the event the amount of actual administration costs is less and/or the amount approved by the Court is less than requested, the difference will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action Administration Solutions ("Phoenix") as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.2, 7.0.) A true and correct copy of Phoenix's bid of $19,000.00 is attached hereto as **Exhibit 6**.

18. PAGA Members; PAGA Period: PAGA Members is defined as all individuals who are or were employed by Defendant as non-exempt employees in California during the PAGA Period. (*Id.* at ¶ 1.28.) For purposes of Settlement, the "PAGA Period" is August 1, 2023, through February 7, 2026. (*Id.* at ¶ 1.30.)

19. PAGA Penalties; Individual PAGA Payments: The Settlement allocates $50,000.00 from the GSA for settlement of the Released PAGA Claims, which will be distributed 65% ($32,500.00) to the LWDA and 35% ($17,500.00) to PAGA Members pursuant to PAGA law governing Plaintiffs' claims. (*Id.* at ¶¶ 1.32, 3.2.6.) Each PAGA Member will be entitled to a pro rata share of the 35% share of the PAGA Penalties directly proportional to their number of PAGA Pay Periods. (*Id.* at ¶ 3.2.6.1.) This results in an average Individual PAGA Payment of roughly **$15.97** for each of the estimated 1,096 PAGA Members ($17,500 / 1,096).

20. Net Settlement Amount: After deducting the Class Representative Service Payments, the Class Counsel Fees and Litigation Expenses Payments, the PAGA Penalties allocation, and the Administration Expenses Payment from the GSA, in the amounts specifically approved by the Court, any difference in the amounts requested and the amounts awarded will be allocated to the Net Settlement Amount for distribution to Participating Class Members. (*Id.* at ¶ 1.25, 3.2., *et seq.*) Accordingly, the Net Settlement Amount will be *no less than* **$1,309,333.33** for an estimated Class of **2,673 individuals**.[1]

21. Class Members/Period: The Settlement Class is defined as all individuals who are or were employed by Defendant as non-exempt employees in the State of California during the Class Period. (*Id.* at ¶ 1.4.) For purposes of Settlement, the "Class Period" is August 2, 2020, through February 7, 2026. (Settlement, ¶ 1.11.)

22. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks worked during the Class Period. (*Id.* at ¶ 3.2.4.) The estimated **$1,309,333.33** Net Settlement Amount results in an average Individual Class Payment of roughly **$489.84** for each of the estimated 2,673 Class Members ($1,309,333.33 / 2,673),[2] and a Workweek value of roughly **$15.22** for each of the 86,000 estimated Workweeks in the Class Period ($1,309,333.33 / 86,000).

23. Tax Allocations: 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). (*Id.* at ¶ 3.2.4.1) 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). (*Id.*) The Administrator will report the Individual PAGA Payments to the taxing authorities on IRS Form 1099. (*Id.* at ¶ 3.2.6.1)

[1] The Net Settlement Amount was calculated by deducting the following from the $2,150,000.00 GSA: $7,500.00 each for the Class Representative Service Payments, up to $19,000.00 for the Administration Expenses Payment, $50,000.00 for the PAGA Penalties to the LWDA and PAGA Members, $716,666.67 for the Class Counsel Fees Payment, and up to $40,000.00 for the Class Counsel Litigation Expenses Payment. (Settlement, ¶¶ 3.2–3.2.6.)

[2] At this time, the actual amounts to Class Members and/or PAGA Members are unknown and will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data. (Settlement, ¶ 7.8.) The high and low range of payments will be provided to the Court in a motion for final approval.

24. Disbursement and Uncashed Funds: Disbursement will occur within 10 days of completed funding. (*Id.* at ¶ 4.4.) Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (*Id.* at ¶ 3.1.) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date (180 days after mailing), the Administrator shall tally up the sum value of the expired checks within thirty (30) days after the void date and redistribute any remaining funds represented by such checks to Class Members and Aggrieved Employees who did cash their checks. (*Id.* at ¶¶ 4.4.1, 4.4.3.)

25. Release by Participating Class Members: Release by Participating Class Members. In consideration for their awarded Individual Class Payment, as of the date the Settlement becomes Final and has been fully funded, all Participating Class Members, on behalf of themselves, release claims arising out of or related to the allegations set forth in the operative complaint that arose during the Class Period, and as further specified in the Settlement. (*Id*. at ¶ 5.2.)

26. Release by PAGA Members. In consideration for their awarded Individual PAGA Payment, as of the date the Settlement becomes Final and has been fully funded, Plaintiffs and the LWDA will release any and all claims for civil penalties under PAGA against Defendant and the Released Parties that arise out of or reasonably relate to the claims arising out of or related to the allegations set forth in the operative complaint and PAGA Notice or that could have been alleged based on the factual allegations in the operative complaint and PAGA Notice (the "Released PAGA Claims"). (*Id.* at ¶ 5.3.)

27. Plaintiffs' Waiver of Rights under Civil Code Section 1542. With respect to each Plaintiff's Released Claims only, the Parties stipulate and agree that each Plaintiff shall have, by operation of the Final Judgment entered by the Court, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides: 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 ¶ 5.1.2.)

28. Effective date of claims releases: Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties. (*Id.* at ¶ 5.)

29. Released Parties: "Released Parties" means Defendant and all its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers. (*Id.* at ¶ 1.38.)

30. Class Notice; Disputes, Requests for Exclusion, Objections: Using best efforts to perform as soon as possible, and in no event later than 15 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service mail and e-mail. (*Id.* at ¶ 7.4.2.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement, the approximate amounts of attorneys' fees, costs, PAGA Penalties, and service payments being sought, an explanation of how the individual payments are calculated, the Final Approval Hearing information, the procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members, and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at ¶¶ 7.4-7.7.3, Ex. A.) "Response Deadline" means 45 days after the Administrator mails and emails the Notice to Class Members and PAGA Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail their Objection to the Settlement, or (c) fax, email, or mail Workweek and/or Pay Period disputed. (*Id.* at ¶ 1.39.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

31. Plaintiffs' Counsel have conducted a thorough investigation into the facts of this case. As previously noted, the Settlement at issue was reached through arms'-length negotiations, private mediation, and the assistance of a statistics expert. Based on Defendant's informal class-wide discovery production, on Plaintiffs' Counsel's independent investigation and evaluation, and on their extensive experience in wage-and-hour litigation, Plaintiffs' Counsel are of the opinion that the proposed Settlement is fair, reasonable,

and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses Defendant may assert both to certification and on the merits, the Settlement is in the best interest of the Class and LWDA.

32. Based on Plaintiffs' Counsel's review of the time, payroll, and additional data provided by Defendant, on Plaintiffs' expert's analysis of the sample records provided by Defendant, and on information from Plaintiffs, Plaintiffs' Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on Defendant's review of its payroll date, through the date of mediation (i.e., December 9, 2025), Defendant represents that the Class Consists of approximately 2,673 Class Members who worked approximately 86,000 Workweeks during the Class Period. (*Id.* at ¶ 4.1.) Defendant further represents that through the date of mediation (i.e., December 9, 2025), the PAGA Members consist of approximately 1,096 employees who worked approximately 18,534 pay periods during the PAGA Period. (*Id.*) Additionally, there were an estimated 1,487 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, that Class Members' average hourly rate was $19.63, and that the average regular hourly rate was $20.04.

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

Claim	**Relevant Time Period**	**Rate**	**Number of Violations**	**Maximum Exposure**
Unpaid Wages (Regular Rate)	86,000 Workweeks	$20.04 average regular rate	Based on Expert Analysis of Records	**$17,535.00**
Unpaid Wages (Off the Clock)	86,000 Workweeks	$19.63 average hourly rate	24,367 net unpaid hours (assuming 5 minutes per shift; 89.3% overtime)	**$691,895.97**
Meal Period Violations	86,000 Workweeks	$19.63 average hourly rate	115,206 unique meal break violations (39.4% unique meal break violations for shifts over 5 hours)	**$2,261,493.78**
Rest Period Violations	86,000 Workweeks	$19.63 average hourly rate	140,022 unique rest break violations	**$2,748,631.86**

			(assumes 50% violation rate for shifts of at least 3.5 hours)	
Unreimbursed Business Expenses Violations	86,000 Workweeks	$15 per month	Assumes $15 per month	**$322,500.00**
Labor Code § 203	Based on approx. 1,487 terminated employees within the 3-year SOL	$19.63 average hourly rate / 30-day max.	Assumes 6.6 hours / day	**$5,744,055.00**
Labor Code § 226	Based on approx. 914 employees within the 1-year SOL	$50 per initial pay period / $100 per subsequent pay periods / $4,000 employee max.	Based on 18,534 pay periods within the 1-year SOL	**$1,807,700.00**
PAGA	Based on 18,534 pay periods within the 1-year SOL	$100 per pay period	Based on 18,534 pay periods within the 1-year SOL	**$1,853,400.00**
Maximum Total for Claims				**$15,447,211.61**
Assuming 25% probability of prevailing at class certification and on the merits (i.e., 25% of maximum)				**$3,861,802.90**

33. Plaintiffs' unpaid wages claim is based in part on allegations that Defendant failed to incorporate all remuneration, including bonuses, into Class Members' regular rate of pay for purposes of paying overtime, meal premium and sick pay. Based on a review of Defendant's records, Plaintiffs' expert found 1,706 identifiable additional payments that were made yet not factored into the regular rate of pay, impacting 5.1% of Class Members for sick pay and 8.9% of Class Members for overtime pay and resulting in a maximum exposure of $17,535.00 for the regular rate claim.

34. Plaintiffs' unpaid wages claim is also based on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock and overtime work performed related to time spent communicating with vendors and their managers off-the-clock. Plaintiffs allege that Class Members

were required to maintain communication with the vendors even after their shifts, and they were required by their managers to participate in group chats with other employees and mandated to respond to all inquiries in the chats even outside of their shifts. For purposes of mediation, Plaintiffs' Counsel estimated Class Members spent an average 5 minutes off the clock per shift. Accordingly, Plaintiffs' Counsel and data expert estimated Defendant failed to pay Class Members for approximately 24,367 hours, 89.3% of which should have been paid at the overtime rate. From this, and in light of the average rates of the Class Members, Defendant's estimated maximum potential liability is $691,895.97 for the off-the-clock claim.

35. Plaintiffs' meal period claim is based on allegations that Defendant did not provide or maintain sufficient meal period practices, such that Class Members were not always permitted or able to take meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without compensation in lieu thereof. The sample of time and corresponding payroll records for the putative Class indicated that Defendant either failed to provide a meal period or provided a short and/or untimely meal period 115,206 times throughout the Class Period, resulting in a 39.4% violation rate. Plaintiffs' Counsel and its data expert then calculated that, in light of these violations and the average hourly rate of the putative Class, that Defendant had a potential liability of $2,261,493.78 (115,206 unique violations x $19.63 avg. hourly rate) for the meal break claim.

36. The rest break claim is based on allegations that while Defendant did not provide or maintain sufficient rest break practices, such that Class Members were regularly required to work in excess of four consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest break violations could not be calculated since Defendant neither documented, nor is required to document, when Class Members took their required rest breaks. Therefore, in preparation for mediation, Plaintiffs' Counsel assumed a 50% violation rate for shifts of at least to 3.5 hours in length and, based on the average hourly rate of the putative Class, calculated Defendant's potential liability to be $2,748,631.86 (140,022 unique rest break violations x $19.63 per hour) for the rest break claim.

37. The unreimbursed business expenses claim is based on allegations that Defendant did not

reimburse Class Members for all expenses incurred in direct consequence of the discharge of duties, including expenses incurred for the use of their personal cellphones and vehicles and for the purchase of office supplies. The precise value of all necessary business expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation, Plaintiffs' Counsel estimated Defendant failed to reimburse Class Members $15 per month, and that Defendant's potential liability is $322,500.00 for the unreimbursed business expenses claim.

38. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs estimate Defendant's maximum potential recovery, prior to risk-adjustment, is $9,405,155.00, which breaks down as follows: **$5,744,055.00** for waiting time penalties for approximately 1,487 terminated Class Members in the 3-year SOL; a **$1,807,700.00** penalty for inaccurate wage statements based on approximately 914 Class Members in the 1-year SOL; and **$1,853,400.00** for PAGA penalties based on 18,534 Pay Periods and the Court assessing a $100 penalty for each pay period containing a violation.

39. Using these estimated figures, Plaintiffs predicted maximum exposure for all claims, including penalties, would be $15,447,211.61. The **$2,150,000.00 settlement figure represents approximately 14% of the estimated $15,447,211.61 maximum exposure**.

40. However, the maximum exposure does not reflect Plaintiffs' realistic recovery as it excludes Defendant's defenses and the risks of certification. For example, certification and proof of the rest period violations and unreimbursed business expenses claim would require declarations from each Class Member, and such declarations could reveal that each Class Member had a different experience. With regard to the regular rate claim, Defendant argues that it did not fail to incorporate any remuneration into the regular rate because any additional compensation was discretionary. Defendant also argues that it provided Plaintiffs and Class Members the opportunity to take all rest periods to which they were entitled and that this claim is improper for class treatment because each Class Member has a different experience as to their rest breaks. Defendant also argues that it reimbursed its employees for all necessary business expenses incurred to the extent that any employee requested reimbursement. The unreimbursed business expenses claim is also highly individualized as each Class Member has a different experience as to any business expenses incurred for their job duties, if any. The individualized and testimony-intensive nature of the wage claims could bar or

limit the likelihood of any recovery. The possibility that all of Plaintiffs' claims would be certified is low as 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.). The maximum exposure also assumes the Court would award the full amount for Plaintiffs' derivative claims. However, such result is unrealistic given the discretionary nature of awarding PAGA penalties and given Defendant's defenses, including without limitation, that any failure to pay all final wages at the time of separation was not willful or intentional and that to the extent Plaintiffs received wage statements that were allegedly inaccurate, Plaintiffs suffered no actual resulting damage or harm. Furthermore, considering the underlying wage claims are estimated to be a maximum of $6,042,056.61, awarding $9,405,155.00 in penalties would also raise Due Process concerns. **Considering the foregoing, Plaintiffs' Counsel believe that Plaintiffs' realistic recovery is closer to 25% of Defendant's maximum exposure, or $3,861,802.90 ($15,447,211.61 x 25%).**

41. **The Gross Settlement Amount of $2,150,000.00 represents approximately 56% of the realistic recovery**. This is an excellent result for the Class. Indeed, because of the proposed Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

42. While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving the amount of wages due to each Class Member would be an expensive, time-consuming, and uncertain proposition.

43. Plaintiffs' Counsel are 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 Plaintiffs prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

44. The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiffs' claims. Furthermore, even if Plaintiffs were able to pursue their claims on a class-wide basis and thereafter obtained 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 Members.

45. This Settlement avoids the risks and the accompanying expense of further litigation. Although the parties had engaged in a significant amount of investigation, informal discovery and class-wide data analysis, the parties had not yet commenced any formal written discovery. Moreover, preparation for class certification and a trial remained for the parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs and/or adverse summary judgment ruling. Had the Court certified any claims, Defendant could move to decertify the claims. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

46. The Net Settlement Amount available for settlement payments is no less than **$1,309,333.33** for an estimated Class size of **2,673 individuals**.[3] As a result, it is estimated each Participating Class Member is eligible to receive an average benefit of approximately **$489.84** prior to tax withholdings on the wage portion of payments. Considering Class Members' average hourly rate is $19.63, the average benefit is approximately **24.95 hours of work**. Additionally, there are an estimated **1,096 PAGA Members** who are each expected to receive an average of **$15.97** from the $17,500.00 Individual PAGA Payments, or 35% of the $50,000.00 allocated to PAGA Penalties, or a **pay period value of $0.94** based on the **18,534 PAGA Pay Periods**. The actual amounts to Participating Class Members and PAGA Members will vary based on each individual's duration of work during the Class Period or PAGA Period, respectively; thus, those who worked longer for Defendants during the relevant period will receive a benefit greater than the average estimated amount. The high and low range of payments to Class Members will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data and will be provided to the Court in a motion for final approval.

47. The proposed $2,150,000.00 Settlement represents a substantial recovery when compared to the reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties

[3] The Net Settlement Amount is at least $2,150,000.00 less the following: $15,000.00 for the Class Representative Service Payment, up to $19,000.00 for the Administration Expenses Payment, $50,000.00 for PAGA Penalties, $716,666.67 for the Class Counsel Fees Payment, and approximately $40,000.00 for Class Counsel Litigation Expenses Payment. (Settlement Agreement, ¶¶ 1.25, 3.2, *et seq*.)

involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic range of outcomes of the litigation"].)

THE SERVICE PAYMENTS TO PLAINTIFFS ARE REASONABLE

48. Throughout this litigation, Plaintiffs, who were former employees of Defendant, have cooperated immensely with my office and co-counsels', and have taken many actions to protect the interests of the Class. Plaintiffs provided valuable information regarding their hours worked, and what duties were performed during those hours. Plaintiffs also provided information regarding meal periods taken and missed by Plaintiffs and other Class Members. Plaintiffs participated in decisions concerning this action, assisted in preparation for the mediation, and provided my office and co-counsels' with the names and contact information of potential witnesses in this action. Before we filed this case, Plaintiffs worked with my office and co-counsels' to determine the viability of their claims. Plaintiffs also provided information and documents relating to their employment by Defendant. The information and documentation provided by Plaintiffs were instrumental in establishing the wage-and-hour violations alleged in this action, and the recovery provided for in the Settlement would have been impossible to obtain without their participation.

49. At the same time, Plaintiffs faced many risks in adding themselves as the named Plaintiffs in this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public record in an employment lawsuit could also very well affect their likelihood for future employment. For example, a search of Plaintiffs' names will reveal this action, and as a result, many employers may likely forego hiring Plaintiffs in learning they sued a former employer.

50. In turn, Class Members can now participate in a settlement, reimbursing them for wage violations they may have never known about or been willing to pursue on their own. If each Class Member would have tried to pursue legal remedies on their own, that would have resulted in each having to expend a

significant amount of their own monetary resources and time, not to mention limited judicial resources, which were obviated by Plaintiffs putting themselves on the line on behalf of the Class.

51. This class action would not have been possible without the aid of Plaintiffs, who put their own time and effort into this litigation and placed themselves at risk for the sake of the Class. The requested service payments to Plaintiffs for their services as the Class Representatives are relatively small amounts of money considering the time and effort put into the litigation and compared to payments granted in other class actions. The requested service payments are therefore reasonable to compensate Plaintiffs for their active participation in this lawsuit, in addition to their general release of claims, both known and unknown, and waiver of section 1542 rights.

MY EXPERIENCE AND QUALIFICATIONS

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

53. 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.

54. 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.

55. My current billing rate is $950.00 per hour, which is my usual hourly rate in 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 Oct. 7, 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 Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is

attached hereto as **Exhibit 7**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (*See, e.g.*, *id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm'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, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 8** and **Exhibit 9**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

56. I am experienced in prosecuting and defending employment matters, particularly class actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage-and-hour class action lawsuits pending in various California counties, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc*. (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc*. (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp*

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

S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS

57. S. Phillip Song is a Senior Attorney at my office. He received his undergraduate degree in 2006 from the University of Houston, graduating cum laude with a Communications B.A. and minor in Accounting. Mr. Song earned his Juris Doctor degree in 2011 from the University of Houston Law Center. Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is presently admitted to practice in all state courts of California (admitted in 2019), and before all federal district courts in California.

58. Mr. Song's current billing rate is $775.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Song's 13 years of experience, his Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). (*See* Ex. 7.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Song's billing rate of $775.00 per hour is reasonable.

59. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and

employment law. Mr. Song has worked on numerous class action cases and representative actions that have been granted final approval, including *Paez et al. v. C&R Restaurant Group*, LP, Kern County Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc*., San Luis Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc*., Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc*., Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats (Stockton)*, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0012758; G*arcia v. Continental Intermodal Group LP dba CIG Logistics*, Kern County Superior Court, Case No. BCV-19-102776; *Tourchette adv. Finelite, Inc*., Alameda County Superior Court, Case No. RG19022885; *Touch v. Presidio Components, Inc*., Kern County Superior Court, Case No. BCV-20-101005; *Johnston v. Environmental Logistics, Inc*., Kern County Superior Court, Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste Minimization, Inc*., Kern County Superior Court, Case No. BCV-19-102248-SDS; *Priess v. Fiore Management LLC dba Canndescent*, Kern County Superior Court, Case No. BCV-20-100930; *Alcantar v. Bay Equity LLC, Marin County Superior Court*, Case No. CIV1903376; *Spier v. Gibbs International, Inc.*, Kern County Superior Court, Case No. BCV-19-101774-DRL; *Borghi v. Goldco Direct LLC dba Goldco Precious Metals*, Ventura County Superior Court, Case No. 56-2019-00533053-CU-OE-VTA; *Williams v. Aetna, Inc., et al*., Alameda County Superior Court, Case No. RG19004083; *Singh v. Ryzen*, Alameda County Superior Court, Case No. RG19039158; *Hoshaw v. Sutherland Healthcare*, Los Angeles County Superior Court, Case No. 19STCV33165; *Hart v. Zazzle, Inc*., San Mateo County Superior, Court Case No. 20-CIV-01321; *Stacy v. Branded Group, Inc*. Kern County Superior Court, Case No. BCV-21- 100443-BCB; *Angeles v. iKrusher, Inc*., Los Angeles County Superior Court, Case No. MSC20-01312, *Zuniga v. Central Valley Concrete, Inc*., Merced County Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power Services Corp*., Merced County Superior Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A Distributors*, San Bernardino County Superior Court, Case No. CIVDS1938970; *Bandril v. Plastikon Industries*, Alameda County Superior Court, Case No. RG19038227; *Williams v. National Construction Rentals, Inc*., Alameda County Superior Court, Case No. RG20075904; *Pho v. Kruger Foods, Inc*., San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0002099; *Collins v. Mobile Medical Examination Services, LLC dba MEDXM*, Orange County Superior Court, Case

No. 30-2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC, et al*., San Bernardino County Superior Court, Case No. CIVDS1915438 (Consolidated with Case No. CIVDS2023661); *Weber v. Sunrise Medical (US) LLC*, Merced County Superior Court, Case No. 20CV-01461 (Consolidated with Case No. 20CV-01707); *Flores v. Rivermaid Trading Company*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0008623; *Guzman v. Bentley Mills, Inc*., Los Angeles County Superior Court, Case No. 20PSCV00789; and *Ferrara v. South Coast Winery, Inc*., Riverside County Superior Court, Case No. CVRI2101920 (Consolidated with Case Nos. CVRI2102449 and MCC2001498). Mr. Song is currently handling multiple class action and PAGA matters.

STANLEY J. PARK'S EXPERIENCE AND QUALIFICATIONS

60. Stanley J. Park graduated from the University of California at Los Angeles in 2008 with a Bachelor of Arts in English. Mr. Park attended Southwestern Law School and graduated in 2017. Mr. Park was admitted to California State Bar as an attorney in January 2021.

61. Mr. Park began practicing Plaintiff-side wage and hour class and representative actions in April 2023 and joined Moon Law Group, PC in January 2024. Mr. Park has served as a handling attorney on the following matters that successfully settled and are in the process of obtaining or have obtained preliminary or final approval: Wyatt-Williams v. Exceptional Children's Foundation, Los Angeles County Superior Court Case No. 22STCV34952; Stanley v. Orchard Post Acute, Fresno County Superior Court Case No. 23CECG01075; Hearell v. D.G. Smith Enterprises, Inc., Sacramento County Case No. 34-2021-00306690; Quintero v. Kan Can USA, Inc., Los Angeles County Case No. 23STCV06932; Trejo v. Lencioni Farm Services, Inc., Kern County Superior Court Case No. BCV-21-101136; Bejgi v. PK Management, LLC, Sacramento County Case No. 23CV013953; Chavez v. RBA Builders, Inc., Orange County Superior Court Case No. 30-2022-01259829-CU-OE-CXC; Garcia v. Richard Lopez Construction, Inc., Riverside County Superior Court Case No. CVRI2301590; Vazquez v. TSC Auto ID Technology America, Inc., Orange County Superior Court Case No. 30-2023-01316485-CU-OE-CXC; Villasenor v. J.P. Lamborn Co., Fresno County Superior Court Case No. 22CECG02065; Garcia v. United Payment Center, Inc., Los Angeles County Superior Court Case No. 23STCV13141; Rocha v. Peahi Bay, LLC, Stanislaus County Superior Court Case No. CV-24-001444; Fernandez v. DigitalPro, Inc., San Diego County Superior Court

Case No. 37-2023-00055446-CU-OE-CTL; Robinson v. Behavioral Learning Network, LLC, Los Angeles County Superior Court Case No. 23STCV31856; Ruiz v. Bright Sky Home Health Care, San Bernardino County Case No. CIVSB2217911.

62. Mr. Park's current billing rate is $650.00, which is his usual hourly rate in wage and hour litigations. Based on Mr. Park's 5 years of experience, his Laffey Matrix rate with a 2.53% adjustment is $640.81 per hour ($625 Laffey Matrix rate + (2.53% x $625)). (*See* Ex. 7.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Park's billing rate of $650.00 per hour is reasonable

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

63. 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.

64. 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.

65. 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.

66. 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 Plaintiffs, other Class Members, or the proposed Administrator, and we are not related to Plaintiffs. We respectfully request to be appointed as Class Counsel, for settlement purposes.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

67. The Settlement provides for attorneys' fees payable to Class Counsel in an amount of not more than $716,666.67 (representing 33.33% of the Gross Settlement Amount), for reasonable attorneys' fees, plus reimbursement for actual litigation costs not to exceed $40,000.00. (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. however, we 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.

68. 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.

69. 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.

70. 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.

71. 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 Plaintiffs 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.

72. 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 Bullinger and review of documents provided by him;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

73. Through the efforts of my office, co-counsels, and Plaintiffs in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of $2,150,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe that, without the efforts of my office, co-counsels, or Plaintiffs, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on October 15, 2026, at Los Angeles, California.

_____

Kane Moon