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Attorneys for Plaintiff Russell Owens

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

RUSSELL OWENS, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

MCALISTER INSTITUTE FOR TREATMENT &
EDUCATION, INC., a California corporation.; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2024-00012034-CU-OE-CTL

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Plaintiff, Declaration of Jodey
Lawrence Regarding Settlement Administration,
and [Proposed] Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: September 4, 2026

Time: 9:00 a.m.

Dept.: C-73

Judge: Honorable Michael D. Washington

Action Filed: March 13, 2024

Trial Date: Not set

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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 Russell Owens (“Plaintiff”) 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”). Plaintiff seeks to represent a class of all current and former non-exempt employees of Defendant McAlister Institute for Treatment & Education, Inc. (“Defendant”) (together with Plaintiff, the “Parties”) who worked for Defendant in California at any time during the Class Period, as set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (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 an institution that provides a comprehensive range of substance abuse treatment, recovery, and supportive services in San Diego County. Defendant employed Plaintiff and other non-exempt, hourly-paid employees during the Class Period. Plaintiff contends that he and his coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

4. Plaintiff's claim for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiff and others for off-the-clock work, failed to incorporate all remuneration (including bonuses) into employees' regular rate of pay for purposes of paying overtime, meal period premiums, and sick pay, and failed to pay all accrued vacation wages owed at termination. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work, 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. Plaintiff further brings a claim for unreimbursed necessary business expenses based on allegations that Class Members were required to use their personal

cellular phones for work-related communication and that they incur mileage for use of personal vehicles for work without corresponding compensation by Defendant. Finally, Plaintiff also brings 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 filed a class action on March 13, 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.

6. Pursuant to PAGA, on March 10, 2024, Plaintiff gave written notice 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 fee. A true and correct copy of Plaintiff’s PAGA Notice is attached hereto as **Exhibit 2**. On May 20, 2024, Plaintiff timely filed a First Amended Class and Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA (the “Operative Complaint”). In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently submitted to the LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned case number. To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene in this Action.

7. On October 1, 2024, the Court granted Plaintiff’s request for dismissal of class claims due to existence of an arbitration agreement, leaving only the PAGA claim. As part of the Settlement, the Parties agreed that Plaintiff would file a Second Amended Complaint to reassert the class claims. On December 16, 2025, Plaintiff sought leave of court to file a Second Amended Complaint. Thereafter, the Court granted Plaintiff leave, and Plaintiff filed the Second Amended Complaint on February 24, 2026.

8. Defendant ardently opposes the merits of this case and denies Plaintiff’s 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, Plaintiff and other Class Members were paid all wages, including accrued vacation wages, owed. Defendant argues it did not fail to incorporate any

1 non-discretionary bonuses into the regular rate of pay for purposes of paying overtime, meal period
2 premiums, and sick pay, and that all bonuses were discretionary. Defendant maintains compliance with all
3 its meal and rest period obligations. Defendant asserts it complied with all its reimbursement obligations, and
4 that Plaintiff and other employees were compensated for any and all business expenses necessarily incurred.
5 To the extent employees received wage statements that were allegedly inaccurate, Defendant asserts
6 employees suffered no actual damage or harm as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal.
7 Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 [“A plaintiff must adequately plead an injury
8 arising from an employer’s failure to provide full and accurate wage statements, and the omission of the
9 required information alone is not sufficient.”].) With respect to Plaintiff’s claim for waiting time penalties,
10 Defendant alleges its good-faith belief that it paid all wages precludes the imposition of waiting time penalties
11 since Plaintiff cannot prove Defendant’s alleged failure to pay all final wages at the time of separation was
12 “willful.” (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx))
13 2012 WL 9506073, *5.) For these reasons, among others, Defendant denies all of Plaintiff’s claims and
14 allegations, and further claims it did not engage in any unfair business practices and denies liability under
15 PAGA. Defendant also maintains the claims are improper for class treatment, in part, due to the
16 individualized and testimony-intensive nature of the wage claims that could bar class certification or
17 significantly reduce Defendant’s overall liability.

18 DISCOVERY AND INVESTIGATION

19 9. The Parties agreed to mediate this action with Lynn Frank, Esq., an experienced class and
20 PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
21 production of documents and information before mediation. Prior to mediation, Plaintiff obtained from
22 Defendant, a sample of the time and corresponding payroll records of the Class, the Employee Handbook
23 and policies in effect during the Class Period, and demographic data, including the estimated number of
24 current and formerly employed Class Members, Aggrieved Employees, and PAGA Pay Periods.

25 10. In preparation for mediation, Plaintiff’s Counsel reviewed and analyzed all the information
26 Defendant provided, including the sample records and documents regarding Defendant’s wage-and-hour
27 policies. Plaintiff’s Counsel was aided by a damage model from the sample records prior to the mediation.
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1 The sample time and pay records analyzed contained a total 46,575 shifts for the Class Period (approximately
2 21% in the Class), which allowed Plaintiff's to prepare an analysis with a reasonable degree of certainty. In
3 conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law
4 regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel was able to
5 evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic
6 monetary exposure for all claims. Thus, Plaintiff's and his Counsel's familiarity with the facts of the case
7 and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

8 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

9 11. On November 20, 2024, the Parties participated in a full day of private mediation with
10 Lynn Frank, Esq. The negotiations were at arm's length and, although conducted in a professional manner,
11 were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the
12 dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had
13 not been reached. After a full discussion regarding the strengths and weaknesses of Plaintiff's claims and
14 Defendant's defenses and with the assistance of the mediator, the Parties reached a resolution, the material
15 terms of which are set out in the Settlement.

16 12. In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the
17 proposed Settlement has been submitted to the LWDA along with a copy of Plaintiff's preliminary approval
18 motion and the hearing date. A true and correct copy of the LWDA's email confirming receipt thereof is
19 attached hereto as Exhibit 3. To date, the LWDA has not indicated any objection to the Settlement.

20 KEY TERMS OF SETTLEMENT

21 13. GSA and Funding: The Gross Settlement Amount ("GSA") is \$360,000.00, subject to
22 potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.0.) Defendant will
23 separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*)
24 Defendant shall fully fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage
25 Portions of the Individual Class Payments shall be fully funded by transmitting such funds to the
26 Administrator within fourteen (14) days from the Effective Date. (*Id.* at ¶ 4.0.)

27 14. Class Estimates and Escalator Clause: Defendant represents that there are approximately
28 23,395 pay periods Class Members worked during the Class Period. (*Id.* at ¶ 7.0.) If the number of pay

1 periods in the Class Period increases by more than 10% (*i.e.*, the total number of pay periods exceeds 25,735),
2 then at Defendant's option, either the Gross Settlement Amount shall increase proportionately over the 10%
3 threshold (*i.e.* meaning if the pay periods increase by 11%, the GSA will increase by 1%), or the Class Period
4 will end on the date that the number of pay periods equals 25,735. (*Id.*) Defendant shall inform Plaintiff of
5 its election prior to the Preliminary Approval Hearing. (*Id.*)

6 15. Class Representative Enhancement Award: The Settlement includes a payment up to
7 \$7,500.00 payable from the GSA, subject to the Court's approval, to Plaintiff as the Class Representative, in
8 addition to the amounts he is eligible to receive as a Class Member and Aggrieved Employee, for initiating
9 the action and providing services in support thereof, as well as his general release. (*Id.* at ¶¶ 1.14, 3.0.1.) In
10 the event the award finally approved is less, the difference will revert to Participating Class Members. (*Id.* at
11 ¶ 3.0.1.)

12 16. Class Counsel Fees Payment and Class Counsel Expenses Payment: The Settlement permits
13 a fee application of not more than one-third of the GSA (currently estimated to be \$120,000.00, subject to
14 the escalator clause) for reasonable attorneys' fees, plus reimbursement for actual litigation costs not to
15 exceed \$23,000.00, payable to Class Counsel from the GSA. (*Id.* at ¶ 3.0.2.) In the event the amounts finally
16 approved are less, the difference will revert to Participating Class Members. (*Id.*) To date, my firm has
17 incurred \$14,773.34 in actual litigation costs, and a true and correct copy of a report showing current costs is
18 attached hereto as **Exhibit 4**.

19 17. Administration Expenses Payment: The Settlement provides an Administration Expenses
20 Payment to the Administrator, payable from the GSA, in an amount not to exceed \$10,000.00, except for a
21 showing of good cause and as approved by the Court. (*Id.* at ¶ 3.0.3.) In the event the amount of actual
22 administration costs is less and/or the amount approved by the Court is less than requested, the difference
23 will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action
24 Administration Solutions ("Phoenix") as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.1.) A true
25 and correct copy of Phoenix's bid of \$10,000.00 is attached hereto as **Exhibit 5**.

26 18. Aggrieved Employees; PAGA Period: Aggrieved Employees means all current and former
27 non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA
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Period. (*Id.* at ¶ 1.2.) For purposes of Settlement, the “PAGA Period” means the period from March 10, 2023, through January 19, 2026. (Settlement, ¶ 1.32.)

19. PAGA Penalties; Individual PAGA Payments: The Settlement allocates the total amount of \$20,000.00 from the GSA for settlement of the Released PAGA Claims, which will be distributed: 75% (\$25,000.00) to the LWDA PAGA Payment and 25% (\$5,000.00) to Individual PAGA Payments pursuant to PAGA law governing Plaintiff’s claims.¹ (*Id.* at ¶¶ 1.35, 3.0.6.) Each Aggrieved Employee will be entitled to a pro rata share of the 25% share of the PAGA Penalties directly proportional to their number of PAGA Pay Periods. (*Id.* at ¶ 3.0.7.) This results in an average Individual PAGA Payment of roughly **\$8.25** for each of the estimated 606 Aggrieved Employees (\$5,000.00 / 606), and a PAGA Pay Period value of roughly **\$0.21** for each of the 23,395 estimated Pay Periods in the PAGA Period (\$5,000.00 / 23,395).

20. Net Settlement Amount: The Net Settlement Amount means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Enhancement Award, and Settlement Administration Costs. (*Id.* at ¶ 1.27.) The remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id.*) Accordingly, the Net Settlement Amount will be *no less than* **\$179,500.00** for an estimated Class of **606 individuals**.²

21. Class Members; Class Period: The Class means all current and former non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period. (*Id.* at ¶ 1.3.) For purposes of Settlement, the “Class Period” means the period from March 10, 2023, through January 19, 2026. (Settlement, ¶ 1.12.)

¹ On July 1, 2024, new legislation was enacted to amend PAGA in several respects, including as to the recovery split for civil penalties. (Stats. 2024, ch. 44 (Assem. Bill No. 2288), § 1, eff. Jul. 1, 2024.) As amended, PAGA now provides for a 65%-LWDA/45%-aggrieved employee split. (Lab. Code § 2699(m).) However, PAGA reform only applies to PAGA actions initiated on or after June 19, 2024. (*Id.* at § 2699(v)(1).)

² The Net Settlement Amount was calculated by deducting the following from the \$360,000.00 GSA: \$7,500.00 for the Class Representative Enhancement Award, up to \$10,000.00 for the Administration Expenses Payment, \$20,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$120,000.00 for the Class Counsel Fees Payment, and up to \$23,000.00 for the Class Counsel Expenses Payment. (Settlement, ¶¶ 3.0.1–3.0.6.)

1 22. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a
2 pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks worked
3 during the Class Period. (*Id.* at ¶ 3.0.4.) The estimated **\$179,500.00** Net Settlement Amount results in an
4 average Individual Class Payment of roughly **\$296.20** for each of the estimated 606 Class Members
5 (\$179,500.00 / 606),³ and a Class Pay Period value of roughly **\$7.67** for each of the 23,395 estimated Class
6 Pay Periods in the Class Period (\$179,500.00 / 23,395).

7 23. Tax Allocations: Each Individual Class Payment shall be allocated as follows: 20% as
8 payment of wages, subject to tax withholding and to be reported on IRS Form W-2; and 80% as payment of
9 penalties and interest, not subject to wage withholdings and to be reported on IRS Form 1099. (*Id.* at ¶ 3.0.5.)
10 One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. (*Id.* at ¶
11 3.0.8.)

12 24. Disbursement and Uncashed Funds: Disbursement will occur within 14 days after
13 Defendant funds the Gross Settlement Amount. (*Id.* at ¶ 4.1.) Class Members will not need to submit any
14 claim form as a condition of receiving individual settlement payments. (*Id.* at ¶ 3.0.) For any Class Member
15 whose Individual Class Payment Check or Individual PAGA Payment Check is uncashed and cancelled after
16 180 days after date of mailing (the “Void Date”), or for any Class Member whose envelope is returned and
17 no forwarding address can be located for the Class Member after reasonable efforts have been made, the
18 Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed
19 Property Fund in the name of the Class Member, thereby leaving no “unpaid residue” subject to the
20 requirements of California Code of Civil Procedure (“CCP”) section 384(b). (*Id.* at ¶¶ 4.1.1, 4.1.3.)

21 25. Release by Participating Class Members: All Participating Class Members, on behalf of
22 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,
23 successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have
24 been alleged, based on the Class Period facts stated in the Operative Complaint filed in the Action, including
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26 ³ At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will
27 be calculated by the Administrator following preliminary approval and receipt and processing of the Class
28 Data. (Settlement, ¶ 6.7.) The high and low range of payments will be provided to the Court in a motion for
final approval.

1 claims for unpaid minimum and overtime wages, unpaid sick leave and vacation wages, meal and rest break
2 violations, unreimbursed business expenses, late final pay, wage statement violations, and unfair business
3 practices. (*Id.* at ¶ 5.1.) Participating Class Members do not release any other claims, including claims for
4 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
5 insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the
6 Class Period. (collectively, the "Released Class Claims"). (*Id.*) The Released Class Claims exclude claims
7 not permitted by law and are limited to claims arising during the Class Period. (*Id.* at ¶ 5.1.1.)

8 26. Release by Aggrieved Employees: Aggrieved Employees release, on behalf of themselves
9 and their respective former and present representatives, agents, attorneys, heirs, administrators, successors,
10 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could
11 have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or Plaintiff's
12 PAGA notice letter(s) submitted to the LWDA. (collectively, the "Released PAGA Claims"). (*Id.* at ¶ 5.2.)
13 The Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any
14 Aggrieved Employees' claims for wages or statutory penalties. (*Id.* at ¶ 5.2.1.) In light of the binding nature
15 of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th
16 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting
17 the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall
18 be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the
19 Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating
20 Class Member. (*Id.*)

21 27. Plaintiff's Release. In addition to the claims released by Participating Class Members and
22 Aggrieved Employees, under Plaintiff's Individual Settlement, Plaintiff will execute a general release of all
23 claims, whether known or unknown and whether alleged in the Action or not, including any and all claims
24 arising from, or related to, Plaintiff's employment with or separation from Defendant, including a waiver of
25 the California Civil Code Section 1542 rights. (*Id.* at ¶ 5.0.) The Parties understand the word "claim(s)" to
26 include all actions, complaints, claims, and grievances, whether actual or potential, known or unknown,
27 and specifically but not exclusively, all claims arising out of Plaintiff's employment with Defendant,
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1 including, but not limited to, any and all claims under the California Fair Employment and Housing Act,
2 the Age Discrimination in Employment Act, Title VII or any other statute, rule or regulation relating to
3 Plaintiff's employment with Defendant and under which Plaintiff has made a claim or could make a claim
4 against Defendant (collectively, "Plaintiff's Released Claims"). (*Id.* at ¶ 5.0.1.) Plaintiff's Released Claims
5 shall not waive: (i) claims for unemployment or workers' compensation benefits; (ii) any vested rights
6 Plaintiff has under ERISA-covered benefit plans as applicable on the date Plaintiff signs this Agreement,
7 and/or claims concerning such rights; (iii) claims that may arise after Plaintiff signs this Agreement; or (iv)
8 claims which cannot be released by private agreement. (*Id.*)

9 28. Effective date of Releases of claims: Effective on the date Defendant fully funds the entire
10 GSA and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff,
11 Participating Class Members, and Aggrieved Employees will release claims against all Released Parties.
12 (*Id.* ¶¶ at 5 –5.2.1.)

13 29. Released Parties: Released Parties means the Defendant and each of its former and present
14 Board members, executives, directors, officers, shareholders, owners, members, attorneys, insurers,
15 predecessors, successors, assigns, and affiliates. (*Id.* at ¶ 1.41.)

16 30. Class Notice; Disputes, Requests for Exclusion, Objections: No later than fourteen (14)
17 calendar days calendar days after receiving the Class Data from Defendant, the Administrator will send all
18 Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the
19 Class Notice in English and Spanish, substantially in the form attached to the Agreement as **Exhibit A**.
20 (*Id.* at ¶ 6.3; Ex. A) The proposed Class Notice, sets forth, in plain terms, a statement of case, the terms of
21 the Settlement, the approximate amounts of attorneys' fees, costs, PAGA Penalties, and service award being
22 sought, an explanation of how the individual payments are calculated, the Final Approval Hearing
23 information, the procedure for disputing the number of Workweeks and/or Pay Periods credited to each
24 Class Members, and how Class Members may, should they choose, opt-out or otherwise object to the
25 Settlement. (*Id.* at ¶¶ 7.3–6.12.3; Ex. A.)
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31. No Related Actions: The Parties, Plaintiff's Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

32. Plaintiff's 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 Plaintiff's Counsel's independent investigation and evaluation, and on their extensive experience in wage-and-hour litigation, Plaintiff's 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.

33. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by Defendant, on Plaintiff's analysis of the sample records provided by Defendant, and on information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on a review of Defendant's records there are approximately 606 Class Members who collectively worked 23,395 Class Pay Periods during the Class Period. Additionally, there are an estimated 606 Aggrieved Employees who collectively worked 23,395 PAGA Pay Periods during the PAGA Period, and 252 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, and it is estimated that Class Members' average hourly rate was \$26.37.

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

Claim	Relevant Tim Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Off the Clock)	23,395 Class Pay Periods	\$26.37 average hourly rate	18,528 net unpaid hours (assuming 5 minutes per Shift; 83.9% overtime)	\$ 69,354.41**

Unpaid Wages (Regular Rate and Accrued Vacation Wages)	23,395 Class Pay Periods	\$26.37 average hourly rate	Negligible, if any value.	Negligible, if any value.
Meal Period Violations	23,395 Class Pay Periods	\$26.37 average hourly rate	4,592 unique meal break violations (11.7% violation rate for shifts over 5 hours)	\$60,545.52*
Rest Period Violations	23,395 Class Pay Periods	\$26.37 average hourly rate	55,585.25 unique rest break violations (assumes 25% violation rate for shifts of at least 3.5 hours)	\$146,578.30**
Unreimbursed Business Expenses Violations	23,395 Class Pay Periods	\$20.00 / Month	Assumes \$20.00 / Month for each Class Member	\$23,395.00**
Labor Code § 203	Based on approx. 252 terminated employees within the 3- year SOL	\$26.37 average hourly rate / 30-day max.	Assumes 7 hours / day	\$69,755.00***
Labor Code § 226	Based on approx. 606 employees within the 1- year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 23,395 pay periods within the 1-year SOL	\$54,600.00***
PAGA	Based on 23,395 pay periods within the 1- year SOL	\$100 per pay period	Based on 23,395 pay periods within the 1-year SOL	\$116,975.00***
Total				\$541,223.23

* 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 10% probability of prevailing at class certification and on the merits.

*** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.⁴

34. Plaintiff's unpaid wages claim is based on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock work performed related to the Defendant's process of clocking in and out, undergoing temperature checks prior to clocking in, and work performed after clocking out. Plaintiff alleges that he was required to clock in and out through computers within Defendant's facility, but there are only four computers for all employees to use. As a result, Plaintiff and Class Members were required to wait off-the-clock to log their time. Plaintiff and Class Members were also required to have their temperature checked before clocking in, which further delayed their start time. Moreover, Plaintiff and other Class Members often perform off-the-clock work after their shifts such as taking out trash and responding to client inquiries. Therefore, Plaintiff's Counsel estimated Class Members spent an average 5 minutes off the clock per shift. Accordingly, Plaintiff's Counsel and data expert estimated Defendant failed to pay Class Members for approximately 18,528 hours, 83.9% 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 \$693,544.08. Defendant contends that all time worked was compensated, that any time spent clocking in or clocking out *de minimis*, and that this claim is highly individualized and not susceptible to class-wide treatment. I acknowledge that "off-the-clock" claims are difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this claim—there are no records to be used as evidence. In light of these defenses, and for purposes of

⁴ It is reasonable to apply discounts to account for risks at certification and trial, in part, 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>.) Further, the likelihood that Defendant could assert viable legal defenses would likely further reduce its overall exposure.

1 settlement, I discounted the maximum potential liability by 90%. **Plaintiff's realistic recovery estimate for**
2 **the unpaid wages claim due to off-the-clock work is therefore \$69,354.41.**

3 35. As discussed above, Plaintiff's unpaid wages claim is also due to allegations that Defendant
4 failed to incorporate all bonuses into Class Members' regular rate of pay for purposes of paying overtime,
5 meal break premiums, and sick pay and failed to pay accrued vacation wages. However, Plaintiff's expert
6 reviewed the sample of time and pay records and determined there was an insufficient basis to establish class
7 wide claims based on these allegations. Additionally, Defendant argues that it paid all accrued vacation
8 wages owed at termination and that bonuses were discretionary bonuses, and therefore Defendant was not
9 required to incorporate any payments into the regular rate. accordingly, **the regular rate claim and the**
10 **unpaid accrued vacation wages claim were determined to have negligible, if any, value.**

11 36. Plaintiff's meal period claim is based on allegations that, due to the nature of their work and
12 the problem of understaffing, Plaintiff and other Class members were unable to take timely, uninterrupted
13 30-minute meal periods. It was alleged that most of their meal breaks were interrupted by client queries and
14 other work-related duties. A sample of time and corresponding payroll records for the putative Class
15 indicated 4,592 unique meal break violations, resulting in an 11.7% violation rate for shifts over 5 hours.
16 Plaintiff's Counsel then calculated that, in light of these violations and the average hourly rate of the putative
17 Class, that Defendant had a potential liability of \$121,091.04 (4,592 unique violations x \$26.37 avg. hourly
18 rate). Defendant nonetheless contends that many meal breaks were taken and, where a violation appears, it
19 was a result of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the
20 fifth hour, or to stop his or her break early to return to work. Moreover, certification and proof of this claim
21 would require declarations from Class Members and obtaining such declarations potentially would reveal
22 that each Class Member had a different experience with respect to meal periods. In light of these defenses,
23 and for purposes of settlement, Plaintiff's Counsel believe it reasonable to apply a 50% discount to the
24 potential liability. **Plaintiff's realistic recovery estimate for the meal period claim is therefore**
25 **\$60,545.52.**

26 37. The rest break claim is based on the allegation that Defendant did not provide or maintain
27 sufficient rest break policies and practices, such that Class Members were regularly required to work in
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1 excess of four consecutive hours a day, or a major fraction thereof, without authorization or permission to
2 take a ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. It was
3 alleged that Class Members were unable to take uninterrupted rest breaks due to them answering client
4 queries and attending to work-related tasks. The precise number of rest break violations could not be
5 calculated since Defendant neither documented, nor is required to document, when Class Members took
6 their required rest breaks. Therefore, in preparation for mediation, Plaintiff's Counsel assumed a 25%
7 violation rate for shifts at least 3.5 hours in length (resulting in 55,585.25 unique rest break violations) and,
8 based on the average hourly rate of the putative Class, calculated Defendant's potential liability to be
9 \$1,465,783.04 (50,585.25 unique rest break violations x \$26.37 per hour). Defendant nonetheless contends
10 rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks
11 and, significant for purposes of class certification, that this claim is individualized in nature and therefore
12 would require declarations indicating the majority of Class Members experienced issues as to rest breaks. In
13 light of these defenses, and for purposes of settlement, I discounted Defendant's potential liability by
14 90%. **Plaintiff's realistic recovery estimate for the rest break claim is therefore \$146,578.30.**

15 38. The unreimbursed business expenses claim is based on the allegation that Defendant did
16 not reimburse Class Members for all expenses incurred in direct consequence of the discharge of duties,
17 including personal cellphone use for work-related purposes and use of their personal vehicles for work. The
18 precise value of all necessary business expenses Class Members incurred could not be calculated. Therefore,
19 in preparation for mediation, Plaintiff's Counsel estimated Defendant owed approximately \$20.00 per month
20 for each Class Member in the statutory period and that Defendant's potential liability is \$233,950.00.
21 Defendant contends it complied with all its reimbursement obligations, that Class Members were not
22 required to use their personal cellphones for work-related purposes, and use thereof is entirely optional, and
23 further, that the reimbursement claim would be difficult to certify, given the individualistic nature of this
24 claim. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential liability
25 by 90%. **Plaintiff's realistic recovery estimate for the unreimbursed expenses claim is therefore**
26 **\$23,395.00**

39. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates Defendant's maximum potential recovery, prior to risk-adjustment, is \$4,827,000.00, which breaks down as follows: **\$1,395,500.00** for waiting time penalties for approximately 252 terminated Class Members in the 3-year SOL; a **\$1,092,000.00** penalty for inaccurate wage statements based on approximately 606 Class Members in the 1-year SOL; and **\$2,339,500.00** for PAGA penalties based on 23,395 Pay Periods and the Court assessing a \$100 penalty for each pay period containing a violation. 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 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 Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore, considering the underlying wage claims are realistically estimated to be \$299,873.23, awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty (resulting in **\$69,775.00** for waiting time penalties, **\$54,600.00** for inaccurate wage statement penalties, and **\$116,975.00** for PAGA penalties) and accordingly arrived at a **realistic recovery estimate of \$241,350.00 for statutory and civil penalties.**

40. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all claims, including penalties, is \$541,223.23.** This means **the \$360,000.00 gross settlement figure represents roughly 66.5% of the total realistic recovery.** This is an excellent result for the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being able to recover anything.

41. With regard to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation, Defendant has had to hire legal counsel, engage in informal class-wide discovery, and participate in mediation. Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming

1 final settlement approval is granted. (Settlement, ¶ 3.0.6.) Not including its own attorneys' fees and costs
2 as well as the employer's share of payroll taxes, Defendant will pay no less than \$360,000.00 to resolve
3 this matter—of which \$20,000.00 is allocated toward the PAGA claims and will be distributed, in
4 compliance with Labor Code section 2699 as 75% (\$15,000.00) to the LWDA and 25% (\$5,000.00) to
5 Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved
6 Employees from pursuing any individual claims they may have against Defendant or the other Released
7 Parties. Moreover, Plaintiff's Counsel are of the opinion that because the issues here are fairly contested,
8 there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits
9 due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go
10 to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

11 42. Further, Plaintiff's Counsel took into account the risk of not being able to proceed on a
12 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
13 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and
14 in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff would
15 be successful at trial, assuming he is first able to certify the claims and defeat the manageability issues
16 presented at litigation, Plaintiff could be awarded substantially less than what was obtained through the
17 Settlement. In sum, the \$20,000.00 PAGA Penalties allocation under the Settlement constitutes genuine and
18 meaningful relief.

19 43. Here, the Settlement represents a substantial recovery when considered against the risk and
20 uncertainties involved in continued litigation, the burdens of proof necessary to certify the claims and
21 establish liability, and the probability of appeal. While Plaintiff is confident in the merits of his claims, a
22 legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving the amount
23 owed to each Class Member would be an expensive, time-consuming, and uncertain proposition.

24 44. The Settlement obviates the significant risk that this Court may deny certification of all or
25 some of Plaintiff's claims. Plaintiff's Counsel took into account the risk of not prevailing at trial due to low
26 or no participation by Class Members. Indeed, the individualized and testimony-intensive nature of the
27 claims could bar manageability of the representative claims or otherwise significantly reduce any recovery
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1 whatsoever. For example, the rest period and unreimbursed expense claims are testimony-driven claims and
2 assume a 50% and 100% violation rate, respectively, which would not likely be demonstrated at trial, as it
3 assumes either the participation of a majority or all employees (which would be difficult given the reality
4 that many, if not all, employees would be unwilling to participate due to fear of retaliation), or alternatively,
5 the use of surveys or statistical data as a surrogate (which would still require the participation of a majority
6 of employees to establish a sound representation of all non-exempts). Even assuming employees would be
7 willing to participate, obtaining declarations would potentially reveal that each individual employee had a
8 different experience.

9 45. Furthermore, even if Plaintiff was able to pursue his claims on a class-wide basis and obtain
10 certification of all or some of the claims, continued litigation would be expensive, involving a trial and
11 possible appeals, and would substantially delay and reduce any recovery by the Class. Although the Parties
12 have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis, they
13 have not conducted extensive formal discovery. Moreover, preparation for class certification and a trial
14 would remain for the Parties as well as the prospect of appeals in the wake of a disputed class certification
15 ruling for Plaintiff and/or any summary judgment ruling. As a result, the Parties would incur considerably
16 more attorneys' fees and costs through trial. In sum, this Settlement avoids the risks, burdens, and the
17 accompanying expense of further litigation.

18 46. The proposed \$360,000.00 Settlement represents a substantial recovery when compared to
19 the reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties
20 involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of
21 appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and that preliminary
22 settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133;
23 *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar*
24 does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed
25 on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic
26 range of outcomes of the litigation"].)

27 THE ENHANCEMENT AWARD TO PLAINTIFF IS REASONABLE

28 47. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has

1 cooperated immensely with my office and has taken many actions to protect the interests of the Class.
2 Plaintiff provided valuable information regarding his hours worked, and what duties were performed during
3 those hours. Plaintiff also provided information regarding meal periods taken and missed by Plaintiff and
4 other Class Members. Plaintiff participated in decisions concerning this action, assisted in preparation for the
5 mediation, and provided my office with the names and contact information of potential witnesses in this
6 action. Before we filed this case, Plaintiff worked with my office to determine the viability of his claims.
7 Plaintiff also provided information and documents relating to his employment by Defendant. The
8 information and documentation provided by Plaintiff was instrumental in establishing the wage-and-hour
9 violations alleged in this action, and the recovery provided for in the Settlement would have been impossible
10 to obtain without his participation.

11 48. At the same time, Plaintiff faced many risks in adding himself as the named Plaintiff in this
12 matter. Plaintiff faced actual risks with his future employment, as putting himself on public record in an
13 employment lawsuit could also very well affect his likelihood for future employment. For example, a search
14 of Plaintiff's name will reveal this action, and as a result, many employers may likely forego hiring
15 Plaintiff in learning he sued a former employer.

16 49. In turn, Class Members can now participate in a settlement, reimbursing them for wage
17 violations they may have never known about or been willing to pursue on their own. If each Class Member
18 would have tried to pursue legal remedies on their own, that would have resulted in each having to expend a
19 significant amount of their own monetary resources and time, not to mention limited judicial resources, which
20 were obviated by Plaintiff putting himself on the line on behalf of the Class.

21 50. This class action would not have been possible without the aid of Plaintiff, who put his own
22 time and effort into this litigation and placed himself at risk for the sake of the Class. The requested
23 enhancement award to Plaintiff for his service as the Class Representative is a relatively small amount of
24 money considering the time and effort put into the litigation and compared to enhancements granted in other
25 class actions. The requested enhancement award is therefore reasonable to compensate Plaintiff for his active
26 participation in this lawsuit, in addition to his general release of claims, both known and unknown, and waiver
27 of section 1542 rights.

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1 difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA,
2 Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective
3 January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-
4 Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on
5 my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is \$1,044.78
6 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). Accordingly, my current billing rate of \$950.00
7 per hour is reasonable.

8 55. I am experienced in prosecuting and defending employment matters, particularly class
9 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on
10 wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for
11 other wage-and-hour class action lawsuits pending in various California counties, including in state and
12 federal courts. The following is a list of some of our recent class action settlements that have received
13 preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size
14 approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size
15 approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx.
16 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210;
17 lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel);
18 *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness*
19 *Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp*
20 *Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al.*
21 *v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at
22 *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that case, the Court found: “Class
23 Counsel’s declarations show that the attorneys are experienced and successful litigators. Other courts have
24 approved the attorneys’ current rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail*
25 *Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit*
26 *Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac*
27 *Garment Processing, Inc.* (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v.*

1 *Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood*
2 *Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems,*
3 *LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen &*
4 *Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.*
5 (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC
6 No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC*
7 (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

8 ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

9 56. Allen Feghali is a Senior Partner at Moon Law Group, PC. He received his B.A. in Global
10 and International Studies in 2011 from UC Santa Barbara, and his J.D. from University of La Verne College
11 of Law in 2014. Mr. Feghali became an Active Member of the State Bar of California in December 2014 and
12 has been an Active Member in good standing continuously since then. He was selected by Super Lawyers as
13 a "Southern California Rising Star" in 2020–2023.

14 57. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice focuses
15 on advocating for the rights of employees at the trial-court and appellate level. Prior to approximately June
16 2018, with the exception of a handful of cases, his practice focused on individual FEHA and wrongful
17 termination claims, as well as individual wage-and-hour claims. In June 2018, Mr. Feghali became heavily
18 involved in the firm's class action practice.

19 58. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual hourly rate in wage
20 and hour litigations. Based on Mr. Feghali's 11+ years of experience out of law school, his Laffey Matrix
21 rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)).. (See
22 Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing
23 rate of \$900.00 per hour is reasonable.

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

- 1 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath*
2 *Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on
3 all causes of action following contested briefing in a wage-and-hour class action.
- 4 (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
5 *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken
6 under submission by the Court on February 3, 2022.
- 7 (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
8 *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- 9 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
10 motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No. 19STCV44400),
11 which was granted in part and denied in part in October 2022.
- 12 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade*
13 *v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP (RAOx)) 2020 WL
14 1934954, where defendant removed a wage-and-hour class alleging that Plaintiffs' claims
15 were pre-empted by the Labor Management Relations Act.
- 16 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A.,*
17 *Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There, the Court
18 of Appeal reversed a dismissal of an individual defendant following the trial court's granting
19 of a demurrer without leave to amend relating to alter ego allegations.
- 20 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v.*
21 *Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-MRWx)
22 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a
23 "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the
24 individual defendant, who was alleged to have harassed the Plaintiffs under FEHA, was a
25 proper defendant.
- 26 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for
27 \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has
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resolved or assisted in the resolution of approximately 100 cases which has resulted in millions of dollars of unpaid wages being returned to low-wage employees.

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

60. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage-and-hour class and representative actions. His fee has been approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over 100 wage-and-hour class actions, including obtaining preliminary and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Stanley Black & Decker Wage and Hour Cases* (No. JCCP5218) (\$3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No. 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591) (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members); *Cha v. Center Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

JULIE SOHYUN OH'S EXPERIENCE AND QUALIFICATIONS

61. Julie Sohyun Oh is an associate attorney at Moon Law Group, PC. Ms. Oh began working

1 in October 2021, and initially, her practice focused on individual FEHA and wrongful termination claims,
2 as well as wage-and-hour class and representative actions. Since September 2022, Ms. Oh shifted her focus
3 of practice to almost exclusively class and representative actions, involving claims related to overtime and
4 minimum wages, meal and rest break violations, improper wage statements, the California Private
5 Attorneys General Act, and unfair business practices.

6 62. Ms. Oh received her Bachelor of Arts in Political Science from the University of British
7 Columbia and her Juris Doctorate from California Western School of Law. Ms. Oh is a member in good
8 standing with the California State Bar and in the United States District Court for the Central, Eastern, and
9 Northern Districts.

10 63. Ms. Oh's current billing rate is \$700 per hour, which is her usual hourly rate in wage and
11 hour litigations. Based on Ms. Oh's nearly five years of experience, her Laffey Matrix rate with a 2.53%
12 adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x \$625)). (See Ex. 6.) As compared
13 to the Laffey Matrix rate and when considering her experience, Ms. Oh's billing rate of \$700.00 per hour
14 is reasonable.

15 64. Ms. Oh's litigation experience includes, but is not limited to:

16 (a) In January 2024, Ms. Oh prepared the Motion for Class Certification in the matter of
17 *Barley, Jr., et al. v. Mac Acquisition, LLC*, San Joaquin Superior Court, Case No.
18 STK-CV-UOE-2019-0006202, which resulted in a certification order on all causes
19 of action on February 27, 2024.

20 (b) Ms. Oh prepared the Motion for Summary Judgment, or in the Alternative, Summary
21 Adjudication of Issues, in the matter of *Barley, Jr., et al. v. Mac Acquisition, LLC*,
22 San Joaquin Superior Court, Case No. STK-CV-UOE-2019-0006202, which the
23 court granted on March 5, 2025, resulting in judgment in favor of the plaintiffs on all
24 causes of action.

25 (c) In October 2024, Ms. Oh briefed, argued, and prevailed on an opposition to demurrer
26 in the matter of *Foulks v. Browning-Ferris Industries of California, Inc.*, Los Angeles
27 County Superior Court, Case No. 23STCV07285, where the defendant sought to
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dismiss the case based on federal preemption under Section 301 of the Labor Management Relations Act.

(d) In October 2023, Ms. Oh prepared the Motion to Remand in the matter of *Jimenez v. Land O'Lakes, Inc.*, United States District Court, Eastern District of California, Case No. 1:23-cv-00891-JLT-SKO, which has been taken under submission.

65. Since October 2021, Ms. Oh has participated in the litigation and/or resolution of over 60 wage and hour class and/or representative actions, including obtaining preliminary and final approval of settlements. A selection of settled class and/or representative actions that have received preliminary and/or final settlement approval, the resolution of which Ms. Oh assisted during her tenure with Moon Law Group, PC, includes: *Quijano, et al. v. GXO Logistics Supply Chain, Inc., et al.* (22STCV01988) (\$3,000,000.00); *Birk v. Simpson Strong-Tie Company, Inc.* (22CV018199) (\$2,940,000.00); *Billings v. Wind Youth Services, Inc., et al.* (34-2022-00327068-CU-OE-GDS) (\$1,535,000.00); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Martinez et al. v. Curative, LLC, et al.* (21STCV20778) (\$1,450,000.00); *Cha v. Center Point* (CIV2102081) (\$1,000,000.00); *Maciel v. Western Health Advantage* (34-2022-00329710-CU-OE-GDS) (\$1,000,000.00); *Alvarez v. Los Angeles Philharmonic Association* (22STCV21979) (\$970,000.00); *Almonte et al. v. Yosemite Meat Company, Inc., et al.* (STK-CV-UOE-2021-0000860) (\$850,000.00); *Alvarez v. Tropicana Manufacturing Company, Inc.* (23STCV06663) (\$845,000.00); *Mendoza et al. v. Masonite Corporation* (5:21-cv-00025-SSS-KK) (\$635,000.00); *Maul v. The Illumination Foundation* (30-2022-01241473-CU-OE-CXC) (\$550,000.00); *Archila v. Labornow, Inc., et al.* (21STCV21816) (\$512,803.50); *Butts v. Golden West Packaging Group, LLC, et al.* (34-2021-00311468-CU-OE-GDS) (\$450,000.00 for 183 aggrieved employees); *Hernandez v. Superior Electrical Advertising, Inc.* (20STCV48834) (\$395,000.00 for 235 class members).

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

66. 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

1 numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion for
2 settlement approval. Including myself, Moon Law Group, PC is comprised of approximately 35 attorneys,
3 all of whom are actively and continuously practicing employment litigation, representing almost entirely
4 employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other
5 Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys
6 at my firm have a high level of skill and knowledge in wage-and-hour class actions, PAGA representative
7 actions, and labor and employment law generally, the substantive (state and federal) and procedural law
8 of which is frequently evolving.

9 67. Moon Law Group, PC has been engaged in the practice of employment and labor law for
10 over a decade, and presently focuses exclusively on plaintiffs' employment law. The firm and its lawyers
11 have tried both bench and jury trials (representing both plaintiffs and defendants) relating to employment
12 matters. As noted above, Moon Law Group, PC has been appointed lead or co-lead class counsel in federal
13 and state courts in California. Also, the firm and its lawyers have successfully settled hundreds of cases
14 during that time, including wage-and-hour class and/or PAGA actions.

15 68. The foregoing experience of myself and other attorneys of Moon Law Group, PC is helpful
16 in assessing the reasonableness of settlements, such as the one at issue here, and from this experience we
17 concluded that this litigation could not have been settled on better terms than provided under the Settlement.

18 69. I respectfully submit that the attorneys of Moon Law Group, PC, myself included, are well
19 suited to act as Class Counsel in this action, and we have, and will continue to, vigorously represent the
20 interests of the Class. To my knowledge, we do not have any conflicts of interest with Plaintiff, other Class
21 Members, or the proposed Administrator, and we are not related to Plaintiff. We respectfully request to be
22 appointed as Class Counsel, for settlement purposes.

23 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

24 70. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to
25 one-third of the Gross Settlement Amount (i.e., no less than \$120,000.00, subject to potential increase under
26 the escalator clause) and litigation costs up to \$23,000.00. (Settlement, ¶ 3.0.2.) The proposed award of
27 attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery
28

1 method. however, we base the proposed fees award on the percentage method, as many of the entries in the
2 time records will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

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

1 75. As of the drafting of this motion, my office has incurred \$14,773.34 in expenses litigating
2 this action, and we anticipate accruing additional costs up to final approval. Moreover, because total litigation
3 costs are below the maximum amount allowed under the Settlement, the difference will revert to Participating
4 Class Members. (*Id.* at 3.0.2.) Therefore, our costs should be reimbursed in full.

5 76. My office invested significant time and resources into the case, with payment deferred to
6 the end of the case, and then, of course, contingent on the outcome. My office's efforts have included, and
7 will include following preliminary and final approval, without limitation, the following:

- 8 (a) Numerous interviews with Plaintiff and review of documents provided by him;
- 9 (b) Legal research and investigation regarding Defendant's business and employment practices
10 at numerous points in the litigation;
- 11 (c) Preparation and submission of Plaintiff's PAGA notice;
- 12 (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint
13 and subsequent first amended complaint;
- 14 (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel
15 regarding mediation and to obtain relevant documents and information through informal
16 discovery;
- 17 (f) Research and preparation of Plaintiff's mediation brief;
- 18 (g) Analysis of the discovery production and preparation of a damages model with the aid of a
19 statistics expert;
- 20 (h) Attendance and active participation at a full day of mediation;
- 21 (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- 22 (j) Preparation of the motion for preliminary approval and the accompanying filings;
- 23 (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- 24 (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class
25 Notice mailing, Class responses, and preliminary and final calculations;
- 26 (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and
27 accompanying filings;

- 1 (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and
2 then monitoring of the distribution of funds following final approval; and
3 (o) Anticipated responding to Class Member inquiries and communicating with Plaintiff
4 regarding the case.

5 77. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint
6 resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than*
7 \$360,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed
8 and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations
9 alleged in the Operative Complaint would have gone completely unremedied.

10 I declare under penalty of perjury under the laws of the State of California and the United States that
11 the foregoing is true and correct. Executed on March 13, 2026, at Los Angeles, California.

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13 _____
14 Kane Moon
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