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Attorneys for Plaintiff Tyieshia Williams

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

TYIESHIA WILLIAMS, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

BAY PSYCHIATRIC ASSOCIATES, A
MEDICAL CORPORATION; and DOES 1 through
10, inclusive,

Defendants.

Case No.: C24-01200

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:

Time:

Dept.: 16

Judge: Hon. Benjamin T. Reyes

Action Filed: May 3, 2024

Trial Date: Not set

I, KANE MOON, declare as follows:

CASE BACKGROUND AND PROCEDURAL HISTORY

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 and failed to incorporate all remuneration (including bonuses) into employees' regular rate of pay for purposes of paying overtime, meal period premiums, and sick pay. 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 as means to communicate for work-related

1 purposes and to obtain a verification code prior to clocking into work, without reimbursement from
2 Defendant. Finally, Plaintiff also brings derivative claims for waiting time penalties, wage statement
3 violations, unfair business practices, and civil penalties under PAGA.

4 5. Because of the foregoing alleged violations of various provisions of the Labor Code,
5 Plaintiff filed a class action on May 3, 2024, which alleges Defendant systematically: (1) failed to pay
6 minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to
7 authorize and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed to timely
8 pay final wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in
9 unfair business practices.

10 6. Pursuant to PAGA, on April 28, 2024, Plaintiff gave written notice to the California Labor
11 and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with certified
12 mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s PAGA
13 Notice is attached hereto as **Exhibit 2**. On July 31, 2024, Plaintiff timely filed a First Amended Class and
14 Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA (the
15 “Operative Complaint”). In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently
16 submitted to the LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned
17 case number. To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene
18 in this Action.

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

12 DISCOVERY AND INVESTIGATION

13 8. The Parties agreed to mediate this action with Marc Feder, Esq., an experienced class and
14 PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
15 production of documents and information before mediation. Prior to mediation, Plaintiff obtained from
16 Defendant, through informal discovery, documents, electronic time and pay records, policy documents, and
17 data about the Class. Defendant produced a statistically sound sample of time and pay records for
18 approximately 11.5% of the putative Class, Plaintiff’s personnel file and time and pay records, and
19 Defendant’s written employment policies in effect during the Class Period. Defendant also provided
20 information regarding the estimated number of current and formerly employed Class Members, Aggrieved
21 Employees, and PAGA Pay Periods.

22 9. In preparation for mediation, Plaintiff’s Counsel reviewed and analyzed all the information
23 Defendant provided, including the sample records and documents regarding Defendant’s wage-and-hour
24 policies. Plaintiff’s Counsel retained a statistics expert to analyze the sample records and prepare a damage
25 analysis prior to the mediation. The sample time and pay records analyzed contained 5,566 actual shifts
26 worked (representing roughly 18% of total shifts worked in the Class Period), which allowed Plaintiff’s
27 expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual
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1 investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses
2 asserted in the litigation. Accordingly, Plaintiff's Counsel was able to evaluate the probability of class
3 certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims.
4 Thus, Plaintiff's and her Counsel's familiarity with the facts of the case and the legal issues raised by the
5 pleadings allowed them to act intelligently in negotiating the Settlement.

6 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

7 10. On September 9, 2025, the Parties participated in a full day of private mediation with Marc
8 Feder, Esq. The negotiations were at arm's length and, although conducted in a professional manner, were
9 adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute,
10 but each side was also prepared to litigate their position through trial and appeal if a settlement had not been
11 reached. After a full discussion regarding the strengths and weaknesses of Plaintiff's claims and Defendant's
12 defenses and with the assistance of the mediator, the Parties reached a resolution, the material terms of which
13 are set out in the Settlement.

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

18 KEY TERMS OF SETTLEMENT

19 12. GSA and Funding: The Gross Settlement Amount ("GSA") is \$235,000.00, subject to
20 potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.1.) Defendant will
21 separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*)
22 Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay
23 Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 calendar
24 days after the Effective Date. (*Id.* at ¶ 4.1.)

25 13. Class Estimates and Escalator Clause: Based on its records, Defendant Estimates that, as of
26 the date of the Settlement Agreement, (1) there are 183 Class members and 6,900 total Workweeks during
27 the Class Period and (2) there are 59 Aggrieved Employees who worked 2,355 Pay Periods during the PAGA
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1 Period. (*Id.* at ¶ 8.0.) If the number of actual Workweeks at the close of the Class Period is more than 10%
2 higher than the estimated Workweeks (i.e., exceeds 7,590 Workweeks), Defendant may, at its election, opt
3 to (a) increase the Gross Settlement Amount in the exact proportionate amount as to any additional
4 Workweeks over 10% or (b) end the Class Period on the date that the total Workweeks equals 7,590 total
5 Workweeks. (*Id.*) This election must be made prior to the issuance of a Class Notice, so that the Class Notice
6 is distributed to the correct individuals. (*Id.*)

7 14. Class Representative Service Payment: The Settlement includes a payment up to \$5,000.00
8 payable from the GSA, subject to the Court's approval, to Plaintiff as the Class Representative, in addition
9 to the amounts he is eligible to receive as a Class Member and Aggrieved Employee. (*Id.* at ¶¶ 1.14, 3.2.1.)
10 This award is for initiating the Action and providing services in support of the Action. (*Id.* at ¶ 1.14.) In the
11 event the award finally approved is less, the difference will revert to Participating Class Members. (*Id.* at ¶
12 3.2.1.)

13 15. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment: The
14 Settlement permits a fee application of not more than one-third of the GSA (currently estimated to be
15 \$78,333.33, subject to the escalator clause) for reasonable attorneys' fees, plus reimbursement for actual
16 litigation costs not to exceed \$19,500.00, payable to Class Counsel from the GSA. (*Id.* at ¶ 3.2.2.) In the
17 event the amounts finally approved are less, the difference will revert to Participating Class Members. (*Id.*)
18 To date, my firm has incurred \$19,229.69 in actual litigation costs, and a true and correct copy of a report
19 showing current costs is attached hereto as **Exhibit 4**.

20 16. Administration Expenses Payment: The Settlement provides an Administration Expenses
21 Payment to the Administrator, payable from the GSA, in an amount not to exceed \$10,000.00, except for a
22 showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) In the event the amount of actual
23 administration costs is less and/or the amount approved by the Court is less than requested, the difference
24 will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action
25 Administration Solutions ("Phoenix") as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.2.) A true
26 and correct copy of Phoenix's bid of \$7,750.00 is attached hereto as **Exhibit 5**.

1 17. Aggrieved Employees; PAGA Period: Aggrieved Employees means all persons employed
2 by Defendant as hourly-paid, non-exempt employees in the State of California during the PAGA Period. (*Id.*
3 at ¶ 1.4.) For purposes of Settlement, the “PAGA Period” means from May 3, 2023, through October 7, 2025.
4 (Settlement, ¶ 1.30.)

5 18. PAGA Penalties; Individual PAGA Payments: The Settlement allocates \$24,000.00 from
6 the GSA for settlement of the Released PAGA Claims, which will be distributed: 75% (\$18,000.00) to the
7 LWDA and 25% (\$6,000.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiff’s claims.¹
8 (*Id.* at ¶ 1.33.) Each Aggrieved Employee will be entitled to a pro rata share of the 25% share of the PAGA
9 Penalties directly proportional to their number of PAGA Pay Periods. (*Id.* at ¶ 3.2.5.1.) This results in an
10 average Individual PAGA Payment of roughly **\$101.69** for each of the estimated 59 Aggrieved Employees
11 (\$6,000.00 / 59), and a PAGA Pay Period value of roughly **\$2.55** for each of the 2,355 estimated Pay Periods
12 in the PAGA Period (\$6,000.000 / 2,355).

13 19. Net Settlement Amount: The Net Settlement Amount means the Gross Settlement Amount,
14 less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA
15 PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
16 Litigation Expenses Payment, and the Administration Expenses Payment. (*Id.* at ¶ 1.27.) The remainder is to
17 be paid to Participating Class Members as Individual Class Payments. (*Id.*) Accordingly, the Net Settlement
18 Amount will be *no less than* **\$98,166.67** for an estimated Class of **183 individuals**.²

19 20. Class Members; Class Period: The Class means all persons employed by Defendant as
20 hourly-paid, non-exempt employees in the State of California during the Class Period. (*Id.* at ¶ 1.5.) For
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23 ¹ On July 1, 2024, new legislation was enacted to amend PAGA in several respects, including as to
24 the recovery split for civil penalties. (Stats. 2024, ch. 44 (Assem. Bill No. 2288), § 1, eff. Jul. 1, 2024.)
25 As amended, PAGA now provides for a 65%-LWDA/35%-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).)

26 ² The Net Settlement Amount was calculated by deducting the following from the \$235,000.00 GSA:
27 \$5,000.00 for the Class Representative Service Payment, up to \$10,000.00 for the Administration Expenses
28 Payment, \$24,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$78,333.33 for the
Class Counsel Fees Payment, and up to \$19,500.00 for the Class Counsel Litigation Expenses Payment.
(Settlement, ¶¶ 3.1–3.2.5.)

purposes of Settlement, the “Class Period” means the period from May 3, 2020, through October 7, 2025, subject to the escalator clause. (Settlement, ¶¶ 1.12, 8.)

21. 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 **\$98,166.67** Net Settlement Amount results in an average Individual Class Payment of roughly **\$536.43** for each of the estimated 183 Class Members ($\$99,666.67 / 183$),³ and a Class Workweek value of roughly **\$14.23** for each of the 6,900 estimated Workweeks in the Class Period ($\$99,666.67 / 6,900$).

22. 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 interest and penalties (the “Non-Wage Portion”). (*Id.*) Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. (*Id.* at ¶ 3.2.5.1.)

23. Disbursement and Uncashed Funds: Disbursement will occur within 14 days after Defendant funds the Gross Settlement Amount. (*Id.* at ¶ 4.2.) 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 cancelled after 180 days after date of mailing (the “Void Date”), the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure section 384(b). (*Id.* at ¶¶ 4.2.1, 4.2.3.)

24. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties all claims for violations of the following Labor Code

³ At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data. (Settlement, ¶ 7.5.2.) The high and low range of payments will be provided to the Court in a motion for final approval.

1 sections that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the
2 Class Members for the entire Class Period and, as well as any and all wage and hour claims and that were
3 asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff's First
4 Amended Complaint, arising at any time during the Class Period, including but not limited to: (1) failure to
5 pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to
6 authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely
7 pay final wages at termination); (7) failure to provide accurate itemized wage statement; and (8) unfair
8 business practices, together with any other claims, remedies, penalties, or interest that could have been pled
9 based on the facts alleged in the First Amended Complaint during the Class Period. (*Id.* at ¶ 5.2.)

10 25. PAGA Release: Plaintiff, on her own behalf and on behalf of the State of California, is
11 deemed to release, on behalf of herself and her respective past and present representatives, agents, attorneys,
12 heirs, administrators, successors, and assigns, the Released Parties from all claims for violations of the
13 following Labor Code sections on behalf of Plaintiff, the Aggrieved Employees and the State of California
14 for the entire PAGA Period, as well as any and all PAGA claims that were asserted or could have been
15 asserted based on the factual or legal allegations contained in Plaintiff's Notice of violations to the Labor and
16 Workforce Development Agency, including penalties under PAGA for alleged violations of Labor Code
17 sections 201-203, 204, 210, 218, 218.5, 221, 226, 226.4, 226.7, 246 se seq., 510, 511, 512, 558, 558.1, 1174,
18 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2802, 2810.5, and 2699 et. seq., claims for
19 violation of the provisions of the applicable Wage Orders regarding minimum wage, overtime, meal periods
20 and rest periods, as well as allegations regarding the late payment of wages during employment and of final
21 wages, inaccurate wage statements, improper deductions from pay, and failure to reimburse business
22 expenses, together with claims for the attorney's fees and costs incurred in the prosecution of this Action on
23 behalf of the Aggrieved Employee during the PAGA period. (*Id.* at ¶ 5.3.)

24 26. Plaintiff's Waiver of Rights under California Civil Code Section 1542: For purposes of
25 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of
26 Section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the
27 creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the
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1 release, and that if known by him or her would have materially affected his or her settlement with the debtor
2 or Released Party. (*Id.* at ¶ 5.1.2.)

3 27. Effective date of Releases of claims: Effective on the date when Defendant fully funds the
4 entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
5 Individual Class Payments, Plaintiff, Class members, and Class Counsel will release claims against all
6 Released Parties. (*Id.* ¶¶ at 5 –5.3.)

7 28. Released Parties: Released Parties means the Defendant and its owners, officers, directors
8 and management/exempt employees, insurers, and attorneys, as well as Defendant’s successors and
9 assigns. (*Id.* at ¶ 1.40.)

10 29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be
11 mailed via first-class U.S. mail to the current address of each Class Member. (*Id.* at ¶ 7.5.2.) The proposed
12 Class Notice with Spanish translation, sets forth, in plain terms, a statement of case, the terms of the
13 Settlement, the approximate amounts of attorneys’ fees, costs, PAGA Penalties, and service award being
14 sought, an explanation of how the individual payments are calculated, the Final Approval Hearing
15 information, the procedure for disputing the number of Workweeks and/or Pay Periods credited to each
16 Class Members, and how Class Members may, should they choose, opt-out or otherwise object to the
17 Settlement. (*Id.* at ¶¶ 7.5–7.8.3; Ex. A.)

18 30. No Related Actions: The Parties, Plaintiff’s Counsel, and Defense Counsel represent that
19 they are not aware of any other pending matter or action asserting claims that will be extinguished or affected
20 by the Settlement. (*Id.* at ¶ 2.6.)

21 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

22 31. Plaintiff’s Counsel have conducted a thorough investigation into the facts of this case. As
23 previously noted, the Settlement at issue was reached through arms’-length negotiations, private mediation,
24 and the assistance of a statistics expert. Based on Defendant’s informal class-wide discovery production, on
25 Plaintiff’s Counsel’s independent investigation and evaluation, and on their extensive experience in wage-
26 and-hour litigation, Plaintiff’s Counsel are of the opinion that the proposed Settlement is fair, reasonable,
27 and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial
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1 risk, appellate risk, and the defenses Defendant may assert both to certification and on the merits, the
2 Settlement is in the best interest of the Class and LWDA.

3 32. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by
4 Defendant, on Plaintiff's expert's analysis of the sample records provided by Defendant, and on information
5 from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that
6 Defendant faced. Based on a review of Defendant's records and Defendant's own estimate, there are
7 approximately 183 Class Members who collectively worked 6,900 Workweeks during the Class Period.
8 (Settlement, ¶ 8.) Additionally, there are an estimated 59 Aggrieved Employees who collectively worked
9 2,355 Pay Periods during the PAGA Period, and 129 former employees falling within the three-year statute
10 of limitations ("SOL") period for waiting time penalties, and it is estimated that Class Members' average
11 hourly rate was \$27.75, and that the average regular hourly rate was \$28.97.

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

13 Claim	Relevant Tim Period	Rate	Number of Violations	Realistic Recovery
14 Unpaid Wages (Off the Clock)	6,900 Workweeks	\$27.75 average hourly rate	2,588 net unpaid hours (assuming 5 minutes per shift) (83.9%% overtime)	\$25,486.06**
17 Unpaid Wages (Regular Rate)	6,900 Workweeks	\$28.97 average regular rate	Based on Expert Analysis of Records	\$4,555.00*
20 Meal Period Violations	6,900 Workweeks	\$27.75 average hourly rate	1,366 unique meal break violations (4.4% violation rate for shifts over 5 hours)	\$18,953.25*
23 Rest Period Violations	6,900 Workweeks	\$27.75 average hourly rate	7,763 unique rest break violations (assumes 25% violation rate for shifts of at least 3.5 hours)	\$53,855.81**
26 Unreimbursed Business Expenses	6,900 Workweeks	\$25.00 / Month	Based on Expert Analysis of Records	\$10,781.25**

Violations				
Labor Code § 203	Based on approx. 129 terminated employees within the 3-year SOL	\$27.75 average hourly rate / 30-day max.	Assumes 7.9 hours / day	\$85,055.00***
Labor Code § 226	Based on approx. 59 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 2,355 pay periods within the 1-year SOL	\$23,600.00***
PAGA	Based on 2,355 pay periods within the 1-year SOL	\$100 per pay period	Based on 2,355 pay periods within the 1-year SOL	\$23,550.00***
Total				\$245,836.37
* 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 25% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits.⁴				

33. 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 health protocol checks during the COVID 19 pandemic, and work performed during meal periods. Plaintiff alleges that Class Members were required to clock in and out using their own office computer. However, before clocking in, a verification code is sent to Plaintiff's and other Class Members' cellphone before they are able to clock in. Defendant's policy also requires them to be at their desks or workstations at the start of their scheduled shifts. There was also a time during the pandemic that Plaintiff and other Class Members were required to perform temperature checks

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 and to call a number to complete a mini questionnaire for health protocols. Plaintiff also occasionally
2 answered phone calls after clocking out for her meal break. Therefore, Plaintiff's Counsel estimated
3 Class Members spent an average 5 minutes off the clock per shift. Accordingly, Plaintiff's Counsel and
4 data expert estimated Defendant failed to pay Class Members for approximately 2,588 hours, 83.9% of
5 which should have been paid at the overtime rate. From this, and in light of the average rates of the Class
6 Members, Defendant's estimated maximum potential liability is \$101,944.23. Defendant contends that all
7 time worked was compensated, that the time required to clock in was *de minimis*, that Class Members were
8 not permitted to work off-the-clock, that no work was required during meal periods, and that this claim is
9 highly individualized and not susceptible to class-wide treatment. I acknowledge that "off-the-clock" claims
10 are difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this
11 claim—there are no records to be used as evidence. In light of these defenses, and for purposes of settlement,
12 I discounted the maximum potential liability by 75%. **Plaintiff's realistic recovery estimate for the unpaid
13 wages claim due to off-the-clock work is therefore \$25,486.06.**

14 34. As discussed above, Plaintiff's unpaid wages claim is also due to allegations that Defendant
15 failed to incorporate all bonuses into Class Members' regular rate of pay for purposes of paying overtime,
16 meal break premiums, and sick pay. Specifically, Plaintiff's expert reviewed the sample records Defendant
17 produced and found 33 additional compensation that were made yet not factored into the regular rate of pay,
18 impacting 65.5% of Class Members for overtime pay, 24.1% of Class Members for sick pay and 27.6% of
19 Class Members for meal break premium resulting in a maximum exposure of \$9,110.00. However,
20 Defendant argues bonuses were discretionary bonuses, and therefore Defendant was not required to
21 incorporate those payments into the regular rate. Additionally, Defendant argues that to the extent it failed to
22 incorporate any of the additional payments into the regular rate of pay, this results in nominal exposure as
23 only only 5.3% of pay periods included sick pay and additional compensation, and only 2.3% of pay periods
24 included meal premiums and additional compensation. Due to the lack of written policies regarding criteria
25 for bonus payments and Defendant's *de minimis* exposure, I acknowledge the foregoing presents significant
26 risk with certifying this claim and proof on the merits. Therefore, I applied a 50% discount to the maximum
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1 exposure figure; accordingly, I arrived at **a realistic damage estimate of \$4,555.00 for the regular rate**
2 **claim.**

3 35. Plaintiff's meal period claim is based on allegations that while Defendant's meal period
4 policies are facially compliant, in practice, Plaintiff experienced insufficient meal period practices, such that
5 Class Members were not always permitted or able to take meal periods and/or were sometimes subjected to
6 late, short and/or interrupted meal periods without compensation in lieu thereof. A sample of time and
7 corresponding payroll records for the putative Class indicated 1,366 unique meal break violations, resulting
8 in a 4.4% violation rate for shifts over 5 hours. Plaintiff's Counsel and its data expert then calculated that, in
9 light of these violations and the average hourly rate of the putative Class, that Defendant had a potential
10 liability of \$37,906.50 (1,366 unique violations x \$27.75 avg. hourly rate). Defendant nonetheless contends
11 that many meal breaks were taken and, where a violation appears, it was a result of the Class Member
12 voluntarily choosing to forego a meal period, to take it after the end of the fifth hour, or to stop his or her
13 break early to return to work. Moreover, certification and proof of this claim would require declarations from
14 Class Members and obtaining such declarations potentially would reveal that each Class Member had a
15 different experience with respect to meal periods. In light of these defenses, and for purposes of settlement,
16 Plaintiff's Counsel believe it reasonable to apply a 50% discount to the potential liability. **Plaintiff's realistic**
17 **recovery estimate for the meal period claim is therefore \$18,953.25.**

18 36. The rest break claim is based on the allegation that Defendant did not provide or maintain
19 sufficient rest break policies and practices, such that Class Members were regularly required to work in
20 excess of four consecutive hours a day, or a major fraction thereof, without authorization or permission to
21 take a ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The
22 precise number of rest break violations could not be calculated since Defendant neither documented, nor is
23 required to document, when Class Members took their required rest breaks. However, Plaintiff alleges that
24 due to the nature of her work, she missed both of her rest breaks about twice a week. Moreover, Defendant's
25 written policies instructs that Class Members could not leave the premises for rest breaks. Therefore, in
26 preparation for mediation, Plaintiff's Counsel assumed a 25% violation rate for shifts at least 3.5 hours in
27 length (resulting in 7,763 unique rest break violations) and, based on the average hourly rate of the putative
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1 Class, calculated Defendant's potential liability to be \$215,423.25 (7,763 unique rest break violations x
2 \$27.75 per hour). Defendant nonetheless contends rest periods do not have to be recorded, that Class
3 Members voluntarily chose to forego some rest breaks and, significant for purposes of class certification,
4 that this claim is individualized in nature and therefore would require declarations indicating the majority of
5 Class Members experienced issues as to rest breaks. In light of these defenses, and for purposes of
6 settlement, I discounted Defendant's potential liability by 75%. **Plaintiff's realistic recovery estimate**
7 **for the rest break claim is therefore \$53,855.81.**

8 37. The unreimbursed business expenses claim is based on the allegation that Defendant did
9 not reimburse Class Members for all expenses incurred in direct consequence of the discharge of duties,
10 including personal cellphone use for work-related purposes, such as communicating to supervisors and co-
11 workers and retrieving the verification code used for clocking in. The precise value of all necessary business
12 expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation, Plaintiff's
13 Counsel estimated Defendant owed approximately \$25.00 per month in the statutory period. Accordingly,
14 Defendant's potential liability was estimated to be \$43,125.00. Defendant contends it complied with all its
15 reimbursement obligations, that Class Members were not required to use their personal cellphones for work-
16 related purposes, and further, that the reimbursement claim would be difficult to certify, given the
17 individualistic nature of this claim. In light of these defenses, and for purposes of settlement, I discounted
18 Defendant's potential liability by 75%. **Plaintiff's realistic recovery estimate for the unreimbursed**
19 **expenses claim is therefore \$10,781.25.**

20 38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
21 estimates Defendant's maximum potential recovery, prior to risk-adjustment, is \$1,322,050.00, which breaks
22 down as follows: **\$850,550.00** for waiting time penalties for approximately 129 terminated Class Members
23 in the 3-year SOL; a **\$236,000.00** penalty for inaccurate wage statements based on approximately 59 Class
24 Members in the 1-year SOL; and **\$235,500.00** for PAGA penalties based on 2,355 Pay Periods and the Court
25 assessing a \$100 penalty for each pay period containing a violation. However, I believe it would be unrealistic
26 to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties
27 and given Defendant's defenses, including without limitation, that any failure to pay all final wages at the
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1 time of separation was not willful or intentional and that to the extent Plaintiff received wage statements that
2 were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand the
3 individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise
4 significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore, considering
5 the underlying wage claims are realistically estimated to be \$132,205.00, awarding such a disproportional
6 amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 90% discount
7 to each penalty (resulting in **\$85,055.00** for waiting time penalties, **\$23,600.00** for inaccurate wage statement
8 penalties, and **\$23,550.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate of**
9 **\$113,631.37 for statutory and civil penalties.**

10 39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for**
11 **all claims, including penalties, is \$245,836.37.** This means **the \$235,000.00 gross settlement figure**
12 **represents approximately 95.6% of the total realistic recovery.** This is an excellent result for the Class,
13 particularly because, under the Settlement, Class Members will receive timely and guaranteed relief,
14 avoiding the risk of not being able to recover anything.

15 40. With regard to the PAGA claims, the Settlement is a fair and reasonable resolution that
16 satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing
17 Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation,
18 Defendant has had to hire legal counsel, engage in informal class-wide discovery, and participate in
19 mediation. Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming
20 final settlement approval is granted. (Settlement, ¶ 3.2.5.) Not including its own attorneys' fees and costs
21 as well as the employer's share of payroll taxes, Defendant will pay no less than \$235,000.00 to resolve
22 this matter—of which \$24,000.00 is allocated toward the PAGA claims and will be distributed, in
23 compliance with Labor Code section 2699 as 75% (\$18,000.00) to the LWDA and 25% (\$6,000.00) to
24 Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved
25 Employees from pursuing any individual claims they may have against Defendant or the other Released
26 Parties. Moreover, Plaintiff's Counsel are of the opinion that because the issues here are fairly contested,
27 there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits
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1 due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go
2 to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

3 41. Further, Plaintiff's Counsel took into account the risk of not being able to proceed on a
4 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
5 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and
6 in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff would
7 be successful at trial, assuming she is first able to certify the claims and defeat the manageability issues
8 presented at litigation, Plaintiff could be awarded substantially less than what was obtained through the
9 Settlement. In sum, the \$24,000 PAGA Penalties allocation under the Settlement constitutes genuine and
10 meaningful relief.

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

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

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

10 45. The proposed \$235,000.00 Settlement represents a substantial recovery when compared to
11 the reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties
12 involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of
13 appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and that preliminary
14 settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133;
15 *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar*
16 does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed
17 on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic
18 range of outcomes of the litigation"].)

19 THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

20 46. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has
21 cooperated immensely with my office and has taken many actions to protect the interests of the Class.
22 Plaintiff provided valuable information regarding her hours worked, and what duties were performed during
23 those hours. Plaintiff also provided information regarding meal periods taken and missed by Plaintiff and
24 other Class Members. Plaintiff participated in decisions concerning this action, assisted in preparation for the
25 mediation, and provided my office with the names and contact information of potential witnesses in this
26 action. Before we filed this case, Plaintiff worked with my office to determine the viability of her claims.
27 Plaintiff also provided information and documents relating to her employment by Defendant. The
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1 information and documentation provided by Plaintiff was instrumental in establishing the wage-and-hour
2 violations alleged in this action, and the recovery provided for in the Settlement would have been impossible
3 to obtain without her participation.

4 47. At the same time, Plaintiff faced many risks in adding herself as the named Plaintiff in this
5 matter. Plaintiff faced actual risks with her future employment, as putting herself on public record in an
6 employment lawsuit could also very well affect her likelihood for future employment. For example, a search
7 of Plaintiff's name will reveal this action, and as a result, many employers may likely forego hiring
8 Plaintiff in learning she sued a former employer.

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

14 49. This class action would not have been possible without the aid of Plaintiff, who put her own
15 time and effort into this litigation and placed herself at risk for the sake of the Class. The requested service
16 payment to Plaintiff for her service as the Class Representative is a relatively small amount of money
17 considering the time and effort put into the litigation and compared to enhancements granted in other class
18 actions. The requested enhancement award is therefore reasonable to compensate Plaintiff for her active
19 participation in this lawsuit, in addition to her general release of claims, both known and unknown, and
20 waiver of section 1542 rights.

21 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

6 53. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage-and-hour
7 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
8 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
9 <http://www.laffeymatrix.com/see.html> [last visited May 20, 2026].) The Laffey Matrix is a “well-
10 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
11 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
12 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
13 upwards based on “locality pay differentials” and the location of counsel’s office in California to determine
14 whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey
15 Matrix rate based on an approximate difference of 9% between the locality pay differential of the District
16 of Columbia and San Francisco, California, where counsel’s office was located].) To determine the locality
17 pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the
18 federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm’s location in Los
19 Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the
20 locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a
21 difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA,
22 Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective
23 January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-
24 Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on
25 my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is \$1,044.78
26 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). Accordingly, my current billing rate of \$950.00
27 per hour is reasonable.

54. 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).

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- 1 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
2 motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No. 19STCV44400),
3 which was granted in part and denied in part in October 2022.
- 4 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade*
5 *v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP (RAOx)) 2020 WL
6 1934954, where defendant removed a wage-and-hour class alleging that Plaintiffs' claims
7 were pre-empted by the Labor Management Relations Act.
- 8 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A.,*
9 *Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There, the Court
10 of Appeal reversed a dismissal of an individual defendant following the trial court's granting
11 of a demurrer without leave to amend relating to alter ego allegations.
- 12 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v.*
13 *Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-MRWx)
14 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a
15 "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the
16 individual defendant, who was alleged to have harassed the Plaintiffs under FEHA, was a
17 proper defendant.
- 18 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for
19 \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has
20 resolved or assisted in the resolution of approximately 100 cases which has resulted in millions
21 of dollars of unpaid wages being returned to low-wage employees.
- 22 (i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
23 motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which
24 was granted, in part, and denied, in part, in February 2024.

25 59. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing
26 employees in wage-and-hour class and representative actions. His fee has been approved by Courts
27 throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over
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1 100 wage-and-hour class actions, including obtaining preliminary and final approval of settlements. A
2 selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following:
3 *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Stanley Black & Decker Wage and*
4 *Hour Cases* (No. JCCP5218) (\$3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-
5 CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000);
6 *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No.
7 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-
8 CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000); *Fuentes v. Covid*
9 *Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-
10 03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v.*
11 *Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No.
12 BC705964) (\$1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282)
13 (\$1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering,*
14 *Inc.* (No. 22CECG00591) (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members);
15 *Cha v. Center Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No.
16 BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for
17 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

18 H. SCOTT LEVIANT’S EXPERIENCE AND QUALIFICATIONS

19 60. H. Scott Leviant is a Senior Counsel at Moon Law Group, PC. Mr. Leviant is a civil
20 litigator with over two decades of experience handling complex and class action matters. His practice
21 involves labor and employment class action lawsuits involving various violations of the California and
22 federal labor laws. He has extensive experience litigating in both federal and state courts.

23 61. Mr. Leviant received his undergraduate degree from Occidental College. Graduating cum
24 laude, he majored in economics and received a “minor” emphasis in mathematics. Along with his study of
25 economics and mathematics, Mr. Leviant also had an emphasis in physics. This combination of scientific
26 and economic education has been of assistance during his litigation of complex civil actions. He received
27 my Juris Doctor degree from the University of Southern California Law Center.

1 62. Mr. Leviant had been involved in the litigation of class actions since 1997, working as a
2 law clerk on a number of class action matters. Since 1999, He had participated as an attorney in the
3 litigation of hundreds of class actions, in California Superior Courts and in federal courts in California,
4 Illinois, and Louisiana. He emphasized litigation of wage and hour class actions beginning in 2005, but
5 had focused on complex litigation of different types at all times since 1999.

6 63. Dating back to 1999, some of the earliest cases in which Mr. Leviant contributed to his
7 then-firm's efforts as co-lead/liaison counsel include:

- 8 1) *In re Paradise Memorial Park Litigation*, Los Angeles Superior Court Lead
9 Case No. BC130375; and,
- 10 2) *In re Lincoln Memorial Park Litigation*, Los Angeles Superior Court Lead
11 Case No. BC133643.

12 64. Mr. Leviant had litigated contested class certification motions multiple times, prevailing
13 on many. Examples include the following:

- 14 1) In 2023, he certified a rest break claim against SMS Transportation, in
15 the matter of *Beard v. SMS Transportation*. Rest break claims are notably
16 difficult to certify.
- 17 2) In 2023, he certified a regular rate claim against Downtown Women's
18 Center, in the matter of *Evans v. Downtown Women's Center*.
- 19 3) In 2018, he certified wage and hour claims against Home Depot, in the
20 matter of *Utne v. Home Depot*, in the United Stated District Court,
21 Northern District of California. The contested certification resulted in a
22 certified class of roughly 140,000 individuals.
- 23 4) In 2019, he certified a Fair Credit Reporting Act claim related to
24 employment background checks against Wal-Mart Stores, Inc., in the
25 matter of *Pitre v. Wal-Mart Stores, Inc.*, in the United Stated District
26 Court, Central District of California. The contested certification resulted
27 in a certified class of over 5,000,000 individuals.

- 1 5) In 2018, he fully briefed a contested class certification motion in the
2 matter of *Harelsan v. U.S. Aviation*, in the United States District Court,
3 Northern District of California. After certification was fully briefed, the
4 matter successfully settled.
- 5 6) In 2013, he certified an investment fraud suit, in the matter of *Larsen v.*
6 *Coldwell Banker*, in the United States District Court, Central District of
7 California.
- 8 7) In 2012, he fully briefed a contested class certification motion, in the
9 wage and hour matter of *Gillings v. Time Warner*, in the United States
10 District Court, Central District of California. In that matter, summary
11 judgment was granted against his clients and the certification motion was
12 deemed moot. He appealed to the Ninth Circuit and obtained a reversal
13 of the District Court's decision. Upon remand, the matter settled.
- 14 8) In approximately 2011, he fully briefed a contested class certification
15 motion, in the wage and hour matter of *Gomez v. Lincare, Inc.*, in the
16 Superior Court of California, County of Orange. Certification was
17 denied. The result was appealed, and a partial reversal was obtained.
- 18 9) In approximately 2008, he fully briefed a contested class certification
19 motion, in the wage and hour matter of *Ghazaryan v. Diva Limousine,*
20 *LTD.*, Superior Court of California, County of Los Angeles. Certification
21 was denied. he appealed, handling all briefing, and, in *Ghazaryan v. Diva*
22 *Limousine, LTD.*, 169 Cal.App.4th 1524 (2009), pet. for rev. denied, He
23 obtained a decision directing the trial court to certify the class.
24 *Ghazaryan* is now widely cited, including by the California Supreme
25 Court, as a comprehensive source for the standards applied to certification
26 motions in California.
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- 10) In approximately 2006, he fully briefed a contested class certification motion, in the wage and hour matter of *Laliberte v. Pacific Mercantile Bank*, Superior Court of California, County of Orange. Certification was denied. He appealed, handling all briefing. The published opinion of *Laliberte v. Pacific Mercantile Bank*, 147 Cal.App.4th 1 (2007), rev. denied, pet. for cert. den. resulted, and he petitioned for a Writ of Certiorari related to certification due process issues.
- 11) In approximately 2008, he assisted with briefing of a contested class certification motion, in the wage and hour matter, against the Automobile Club of Southern California (AAA). A class was certified and the matter tried.

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

- 1) *Camp v. Home Depot, U.S.A., Inc.*, 84 Cal. App. 5th 638 (October 24, 2022), rev. granted (February 1, 2023);
- 2) *Donohue v. AMN Services, Inc.*, (February 25, 2021) (amicus counsel)
- 3) *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. Jan. 29, 2019), pet. for rehearing and pet. for *en banc* rehearing den.;
- 4) *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), as modified on denial of reh'g (Aug. 29, 2018);
- 5) *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir. 2014);
- 6) *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal. App. 4th 1524 (2009), pet. for rev. denied;

- 1 7) *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007), rev.
2 denied, pet. for cert. denied;
3 8) *Alvarez v. May Dept. Stores Co.*, 143 Cal. App. 4th 1223 (2006), rev.
4 denied, pet. for cert. denied;
5 9) *Johnson v. Glaxosmithkline, Inc.*, 166 Cal. App. 4th 1497 (2008), rev.
6 denied;
7 10) *Howard, et al. v. America Online, Inc.*, 208 F.3d 741 (9th Cir. 2000), pet.
8 for cert. denied;
9 11) *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011)
10 (amicus counsel); and
11 12) *D. R. Horton, Inc. and Michael Cuda*, Case 12–CA–25764, 357 NLRB
12 No. 184 (January 3, 2012) (amicus counsel). This NLRB matter is of
13 particular note, as it is at the center of a dispute regarding the interplay
14 between the Federal Arbitration Act (FAA) and two labor relations laws,
15 the National Labor Relations Act (NLRA) and Norris-LaGuardia Act.
16 Cases highlighting that issue have been accepted by the United States
17 Supreme Court.

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

22 67. Mr. Leviant was the lead appellate counsel in a matter before the California Court of
23 Appeal (Sixth Appellate District) that generated substantial interest in the field of wage and hour litigation.
24 That matter, *Camp v. Home Depot, U.S.A., Inc.*, held that prior jurisprudence erroneously concluded that,
25 under California law, underpayment of wages as a result of rounding of time clock punches is lawful so
26 long as the rounding was neutral on its face and as applied. *Camp* is now pending before the California
27 Supreme Court but remains citable as authority pursuant to an Order of the California Supreme Court.
28

68. In addition to Mr. Leviant's work on complex litigation matters and class actions, he authored published articles and columns on issues related to class actions and other litigation issues, including:

- 1) H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J. 18 (2006), at <http://blj.ucdavis.edu/article.asp?id=636> (May 1, 2006);
- 2) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Where Troester Stops Not Even Troester Knows*, DAILY JOURNAL (Los Angeles), July 2, 2019;
- 3) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Unaccounted Time: Reading the Tea Leaves of Troester*, DAILY JOURNAL (Los Angeles), September 12, 2018;
- 4) Dennis F. Moss and H. Scott Leviant, *Class Actions: One step forward after two steps back*, DAILY JOURNAL (Los Angeles), January 11, 2012;
- 5) H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY JOURNAL (Los Angeles), December 28, 2010;
- 6) H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los Angeles), April 21, 2010;
- 7) H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class Action Defense?*, FORUM, January/February 2009
- 8) H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-2010 (Ongoing series);
- 9) H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to Bind Judiciary*, Daily Journal (San Francisco), March 15, 2010;
- 10) H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los Angeles), December 2, 2009;
- 11) H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15, 2008;
- 12) H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los

Angeles), May 4, 2007;

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

14) H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage Cases*, FORUM, January/February 2008;

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

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

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

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

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

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

- iii. *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's Mid Year Wage & Hour Litigation Conference (June 3, 2011)
- iv. *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden State Antitrust and Unfair Competition Law Institute (October 21, 2010)
- v. *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference (October 2, 2010)
- vi. *Word v. WordPerfect Software, Tips, Tools and Tricks: Legal Technology for Plaintiffs Employment Lawyers* (September 30, 2010)
- vii. *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19, 2010)
- viii. *20 Tips for Successful Navigation of e-Discovery Requirements*, Los Angeles County Bar Association's Thirtieth Annual Labor and Employment Law Symposium (March 31, 2010)
- ix. *Social Networking for Lawyers: A Roadmap to Success*, Los Angeles County Bar Association's 2nd Annual two-day 2009 Small Firm and Solo Practitioners Conference: MISSION POSSIBLE (June 25, 2009)
- x. *A Seminar Overview of the Current State of Employment Law*, The Westchester/LAX/Marina Del Rey Chamber of Commerce (February 23, 2006)

71. Mr. Leviant served three consecutive years as an elected member of the Board of Governors of the Consumer Attorneys of California. In that capacity, he worked to preserve the right of California's consumers and employees to bring proposed class actions. For example, he provided assistance to CAOC in its successful effort to defeat AB 298, which would have substantially impaired the

1 ability of plaintiffs to prosecute class actions in California. More recently, on behalf of CAOC, he co-
2 authored several requests for publication of unpublished class action decisions, including one such request
3 in *Jaimez v. Daiohs USA, Inc.*, 181 Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in
4 the Eighth Circuit matter entitled *Avritt v. Reliastar Life. Ins. Co.*, Case No. 09-2843, the California
5 Supreme Court matter entitled *Californians for Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006),
6 and the California Court of Appeal matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th
7 489 (2011).

8 72. Mr. Leviant had been selected to Super Lawyers from 2012-2024, achieving that
9 professional recognition for more than a decade. He was selected for the Rising Stars edition of Super
10 Lawyers in 2009.

11 73. Mr. Leviant's current billing rate is \$975.00 per hour, which is his usual hourly rate in
12 wage and hour litigations. Based on Mr. Leviant's 20+ years of experience out of law school, his Laffey
13 Matrix rate with a 2.53% adjustment is \$1,258.04 per hour (\$1,227 Laffey Matrix rate + (2.5% x \$1,227)).
14 (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Leviant's
15 billing rate of \$975.00 per hour is reasonable.

16 SANDY PHAM'S EXPERIENCE AND QUALIFICATIONS

17 74. Sandy Pham is an associate attorney at Moon Law Group, PC. Ms. Pham's practice is
18 focused on labor and employment class action lawsuits involving various violations of California and
19 federal labor laws.

20 75. Ms. Pham received her undergraduate degree from UCLA. She received her law degree
21 from the Southwestern School of Law. Ms. Pham was admitted to the California bar in December 2023.

22 76. Ms. Pham's current billing rate is \$550.00 per hour, which is her usual hourly rate in wage-
23 and-hour litigations. Based on Ms. Pham's almost 3 years of experience out of law school, her Laffey
24 Matrix rate with a 2.53% adjustment is \$520.85 per hour (\$508 Laffey Matrix rate + (2.53% x \$508)). (See
25 Ex. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Pham's billing
26 rate of \$550.00 per hour is reasonable.

27 ///

77. 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.

79. 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.

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1 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

2 81. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to
3 one-third of the Gross Settlement Amount (i.e., no less than \$78,333.33, subject to potential increase under
4 the escalator clause) and litigation costs up to \$19,500.00. (Settlement, ¶ 3.2.2.) The proposed award of
5 attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery
6 method. however, we base the proposed fees award on the percentage method, as many of the entries in the
7 time records will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

23 85. Because most individuals cannot afford to pay for representation in litigation on an hourly
24 basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency fee basis,
25 including Plaintiff in this matter. Pursuant to this arrangement, we are not compensated for our time unless
26 we prevail at trial or successfully settle our clients' cases. Because Moon Law Group, PC is taking the risk
27 that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford
28

1 to represent an individual employee on a contingency basis if, at the end of our representation, all we are to
2 receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate
3 when we win if we are to remain in practice so as to be able to continue representing other individuals in
4 civil rights employment disputes.

5 86. As of the drafting of this motion, my office has incurred \$19,229.69 in expenses litigating
6 this action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably
7 necessary to the litigation and were actually incurred by my office. Our current expenses already exceed the
8 allowable amount under the Settlement, nonetheless, my office is still committed to pursue the Action up to
9 the end despite incurring more expenses following preliminary approval. Therefore, our costs should be
10 reimbursed in full.

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

- 14 (a) Numerous interviews with Plaintiff and review of documents provided by her;
- 15 (b) Legal research and investigation regarding Defendant's business and employment practices
16 at numerous points in the litigation;
- 17 (c) Preparation and submission of Plaintiff's PAGA notice;
- 18 (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint
19 and subsequent first amended complaint;
- 20 (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel
21 regarding mediation and to obtain relevant documents and information through informal
22 discovery;
- 23 (f) Research and preparation of Plaintiff's mediation brief;
- 24 (g) Analysis of the discovery production and preparation of a damages model with the aid of a
25 statistics expert;
- 26 (h) Attendance and active participation at a full day of mediation;
- 27 (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- 28

- (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.

88. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* \$235,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on May 27, 2026, at Los Angeles, California.

Kane Moon