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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

ANDREA TIMMONS, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

VALLEY POST-ACUTE AND REHAB, LLC, a California corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: BCV-24-101966

CLASS AND REPRESENTATIVE ACTION

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

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

PRELIMINARY APPROVAL HEARING:
Date: April 23, 2026
Time: 8:30 a.m.
Dept.: 17
Judge: Thomas S. Clark

Action Filed: June 5, 2024
Trial Date: Not set

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Andrea Timmons ("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 persons employed by Defendant Valley Post-Acute and Rehab, LLC ("Defendant") in Kern County as hourly-paid, non-exempt employees in the State of California at any time during the Class Period, as set forth in the Class Action and PAGA 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 a skilled nursing facility located in Kern County. Defendant employed Plaintiff and other non-exempt, hourly-paid employees during the Class Period. Plaintiff contends she and her 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 renumeration into employees' regular rate of pay for purposes of paying overtime and sick pay, leading to underpayment to the Plaintiff and Class. 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 purchase specific types of scrubs and shoes, basic care supplies for residents of the nursing facility, and use of personal cellular telephones for work purposes, such as to communicate and

participate in group employee chats, without reimbursement from 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 June 5, 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 April 28, 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 August 26, 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. 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 owed. Defendant argues it did not fail to incorporate any non-discretionary bonuses into the regular rate of pay for purposes of paying overtime or sick pay, and that all bonuses were discretionary. Defendant maintains compliance with all its meal and rest period obligations. Defendant asserts it complied with all its reimbursement obligations, and that Plaintiff and other employees were compensated for any and all business expenses necessarily incurred. To the extent employees received wage statements that were allegedly inaccurate, Defendant asserts employees suffered no actual damage or harm as a result. (*See, e.g.*,

Angeles v. U.S. Airways, Inc. (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) With respect to Plaintiff's claim for waiting time penalties, Defendant alleges its good-faith belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiff cannot prove Defendant's alleged failure to pay all final wages at the time of separation was "willful." (*See, e.g.*, *Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others, Defendant denies all of Plaintiff's claims and allegations, and further claims it did not engage in any unfair business practices and denies liability under PAGA. Defendant also maintains the claims are improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that could bar class certification or significantly reduce Defendant's overall liability.

DISCOVERY AND INVESTIGATION

8. The Parties agreed to mediate this action with Hon. Carl West (Ret.), an experienced neutral mediator. In preparation for mediation, the Parties agreed to a protocol for an informal production of documents and information before mediation. Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, a representative sample of electronic time and pay periods, policy documents and data that were necessary and helpful to evaluate the claims asserted in this action. Defendant produced a representative sample of time and pay records for the putative Class, Plaintiff's personnel file and time and pay records, and Defendant's written employment policies in effect during the Class Period. Defendant also provided information regarding the estimated number of current and formerly employed Class Members, Aggrieved Employees, and PAGA Pay Periods.

9. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample records and documents regarding Defendant's wage-and-hour policies. Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to the mediation. The sample time and pay records analyzed contained 11,047 actual shifts worked (representing roughly 16% of total shifts worked in the Class Period), which allowed Plaintiff's expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual

investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff's and her Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

10. On October 28, 2025, the Parties participated in a full day of private mediation with Hon. Carl West (Ret.). The negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After a full discussion regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses and with the assistance of the mediator, the Parties reached a resolution, the material terms of which are set out in the Settlement.

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

KEY TERMS OF SETTLEMENT

12. GSA and Funding: The Gross Settlement Amount ("GSA") is $400,000.00, subject to potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.1.) Defendant will separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*) Defendant will fully fund the GSA by transmitting the funds to the Administrator no later than twenty-one (21) calendar days after the Effective Date. (*Id.* at ¶ 4.1.)

13. Escalator Clause: The Settlement provides an escalator clause under which should the number of Class Period Workweeks exceed the estimated count of 19,000 by more than 10%, then Defendant has the option to (a) increase the GSA in the exact proportionate amount as to any additional work weeks over

10% or (b) shorten the end date of the Class and PAGA Periods such that the total Workweeks does not exceed the 20,900. (*Id.* at ¶ 8.)

14. Class Representative Service Payment: The Settlement includes a payment up to $10,000.00 payable from the GSA, subject to the Court's approval, to Plaintiff as the Class Representative, in addition to the amount she is eligible to receive as a Class Member. (*Id.* at ¶¶ 1.14, 3.2.1.) This award is for initiating and providing services in support of the Action and in recognition for the risks attendant to the role as the named Plaintiff and Class Representative. (*Id.* at ¶ 1.14.) In the event the award finally approved is less, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.2.1.)

15. Class Counsel Attorneys' Fees and Litigation Costs Payments: The Settlement permits a fee application of not more than one-third of the GSA (currently estimated to be $133,333.33) for reasonable attorneys' fees, plus reimbursement for actual litigation costs not to exceed $35,000.00, payable to Class Counsel from the GSA. (*Id.* at ¶ 3.2.2.) In the event the amounts finally approved are less, the difference will revert to Participating Class Members. (*Id.*) To date, my firm has incurred $16,096.22 in actual litigation costs, and a true and correct copy of a report showing current costs is attached hereto as **Exhibit 4**.

16. Administration Costs Payment: The Settlement provides an Administration Expenses Payment to the Administrator, payable from the GSA, in an amount not to exceed $10,000.00, except for a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) In the event the amount of actual administration costs is less and/or the amount approved by the Court is less than requested, the difference will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action Administrative Solutions ("Phoenix") as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.2.) A true and correct copy of Phoenix's bid of $8,750.00 is attached hereto as **Exhibit 5**.

17. Aggrieved Employees; PAGA Period: Aggrieved Employees is defined as all current and former non-exempt, hourly-paid employees of Defendant who worked in California during the PAGA Period. (*Id.* at ¶ 1.2.) For purposes of Settlement, the "PAGA Period" is the period from June 1, 2023, to December 27, 2025.[1] (Settlement, ¶ 1.30.)

[1] The PAGA Period is defined as June 1, 2023, to the earlier of sixty (60) calendar days after October 28, 2025, or the date of preliminary approval of the Settlement. (Settlement, ¶ 1.30.) Sixty calendar days after

18. PAGA Penalties; Individual PAGA Payments: The Settlement allocates $40,000.00 from the GSA for settlement of the Released PAGA Claims, which will be distributed 75% ($30,000.00) to the LWDA and 25% ($10,000.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiff's claims.[2] (*Id.* at ¶ 1.33.) 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 ¶ 3.2.5.1.) This results in an average Individual PAGA Payment of roughly **$60.24** for each of the estimated 166 Aggrieved Employees ($10,000 / 166), and a PAGA Pay Period value of roughly **$1.05** for each of the 9,493 estimated Pay Periods in the PAGA Period ($10,000 / 9,493).

19. Net Settlement Amount: After deducting the Class Representative Service Payment, the Class Counsel Attorneys' Fees and Litigation Costs Payments, the PAGA Penalties allocation, and the Administration Expenses Payment from the GSA, in the amounts specifically approved by the Court, any difference in the amounts requested and the amounts awarded will be allocated to the Net Settlement Amount for distribution to Participating Class Members. (*Id.* at ¶ 3.2.) Accordingly, the Net Settlement Amount will be *no less than* **$171,666.67** for an estimated Class of **357 individuals**.[3]

20. Class Members/Period: The Settlement Class is defined as all current and former non-exempt, hourly-paid employees of Defendant who worked in California during the Class Period. (*Id.* at ¶ 1.5.) For purposes of Settlement, the "Class Period" is the period from June 1, 2023, to December 27, 2025.[4] (Settlement, ¶ 1.12.)

October 28, 2025 is December 27, 2025. As December 27, 2025 has passed and the Court has not yet granted preliminary approval of the Settlement, December 27, 2025 is earlier than the date of preliminary approval of the Settlement.

[2] 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).)

[3] The Net Settlement Amount was calculated by deducting the following from the $400,00.00 GSA: $10,000.00 for the Class Representative Service Payment, up to $10,000.00 for the Administration Expenses Payment, $40,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, $133,333.33 for the Class Counsel Fees Payment, and up to $35,000.00 for the Class Counsel Litigation Costs Payment. (Settlement, ¶¶ 3.1–3.2.5.)

[4] The Class Period is defined as June 1, 2023, to the earlier of sixty (60) calendar days after October 28, 2025, or the date of preliminary approval of the Settlement. (Settlement, ¶ 1.12.) Sixty calendar days after

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 **$171,666.67** Net Settlement Amount results in an average Individual Class Payment of roughly **$480.86** for each of the estimated 357 Class Members ($171,666.67 / 357),[5] and a Class Workweek value of roughly **$9.04** for each of the 19,000 estimated Workweeks in the Class Period ($171,666.67 / 19,000).

22. Tax Allocations: Individual Class Payments will be allocated as 15% as wages and 85% as penalties and interest for tax purposes. (*Id.* at ¶ 3.2.4.1.) Individual PAGA Payments will be allocated as 100% penalties for tax purposes. (*Id.* at ¶ 3.2.5.1.)

23. Disbursement and Uncashed Funds: Disbursement will occur within 21 days of completed funding. (*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.) Any funds remaining uncashed after 180 days from issuance will be transmitted to the California Controller's Unclaimed Property Fund in the name of each individual who failed to timely cash his or her check. (*Id.* at ¶¶ 4.2.1, 4.2.3.)

24. Released Class Claims by Participating Class Members: The "Released Class Claims" is limited to claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including, any and all claims involving any alleged failure to pay minimum wage. (*Id.* at ¶ 5.2.) The release excludes any claims for PAGA Penalties, vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on the facts occurring outside the Class Period. (*Id.*)

25. Released PAGA Claims by PAGA Members and LWDA: The "Released PAGA Claims" is limited to claims for civil penalties under PAGA that were alleged or reasonably could have been alleged in Plaintiff's PAGA Notice of violations and the Operative Complaint. (*Id.* at ¶ 5.3.)

October 28, 2025 is December 27, 2025. As December 27, 2025 has passed and the Court has not yet granted preliminary approval of the Settlement, December 27, 2025 is earlier than the date of preliminary approval of the Settlement.

[5] At this time, the actual amounts to Class Members and/or Aggrieved Employees is unknown and will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data. (Settlement, ¶ 7.4.) The high and low range of payments will be provided to the Court in a motion for final approval.

26. Plaintiff's Section 1542 Release: Under the Settlement, Plaintiff has agreed to a general release of any and all claims against the Released Parties, including a release of rights pursuant to California Civil Code section 1542. (*Id.* at ¶ 5.1.)

27. Effective date of claims releases: The release of all claims will be effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments. (*Id.* ¶¶ at 5.1–5.3.)

28. Released Parties: Defendant, and any predecessor, successor, subsidiary, parent, affiliates, as defined by Corporations Code § 150, and each of its supervisory/managerial employees, managing agents, shareholders, members, directors, officers, present and former owners, and/or partners. (*Id.* at ¶ 1.40.)

29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed via first-class USPS mail in English and Spanish to the current address of each Class Member. (*Id.* at ¶ 7.5.2.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement, the approximate amounts of attorneys' fees, costs, PAGA Penalties, and service award being sought, an explanation of how the individual payments are calculated, the Final Approval Hearing information, the procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members, and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at ¶¶ 7.5–7.6.3, Ex. A.)

30. No Related Actions: To the best of my knowledge, there is no other pending litigation involving similar claims against Defendant that may be impacted by approval of the Settlement at issue, nor has Defendant pointed to any. I have come to this conclusion after a reasonable inquiry and review of the LWDA's PAGA Case Search website, this Court's case search website, and other information reasonably available online.

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

31. 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 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.

32. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by Defendant, on Plaintiff's expert'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 its records, Defendant estimates there are approximately 357 Class Members who collectively worked 19,000 Workweeks during the Class Period, and 166 Aggrieved Employees who collectively worked 9,493 PAGA Pay Periods during the PAGA Period. (*Id.* at ¶ 8.) Additionally, there were an estimated 103 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, that Class Members' average hourly rate was $24.47, and that the average regular hourly rate was $24.53.

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

Claim	**Relevant Time Period**	**Rate**	**Number of Violations**	**Realistic Recovery**
Unpaid Wages (Regular Rate of Pay)	19,000 Workweeks	$24.53 average regular hourly rate	Based on Expert Analysis of Records	**$896.10***
Unpaid Wages (Off the Clock)	19,000 Workweeks	$24.47 average hourly rate	5,791 net unpaid hours (assuming 5 minutes per shift)	**$28,341.15****
Meal Period Violations	19,000 Workweeks	$24.47 average hourly rate	3,680 unique meal break violations	**$27,014.88***
Unreimbursed Business Expenses Claim	19,000 Workweeks	Assumes $20 per week	Based on information from Plaintiff	**$76,000.00****
Rest Period Violations	19,000 Workweeks	$24.47 average hourly rate	162,333 rest break violations (assuming 25% break violations	**$81,215.93****

			for shifts at least 3.5 hours)	
Labor Code § 203	Based on approx. 103 terminated employees within the 3-year SOL	$24.47 average hourly rate / 30-day max.	Assumes 8 hours / day	**$51,318.72*** **
Labor Code § 226	Based on approx. 166 employees within the 1-year SOL	$50 per initial pay period / $100 per subsequent pay periods / $4,000 employee max.	Based on 12,476 pay periods within the 1-year SOL	**$66,400.00*** **
PAGA	Based on 12,476 pay periods within the 1-year SOL	$100 per pay period	Based on 12,476 pay periods within the 1-year SOL	**$94,930.00*** **
Total				**$426,116.78**

* These figures are discounted based on a 30% probability of prevailing at class certification and on the merits.
** These figures are discounted based on a 20% 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.[6]

33. Plaintiff's unpaid wages claim is due, in part, to allegations that Defendant failed to incorporate all remunerations into the regular rate of pay for purposes of paying Plaintiff and Class Members overtime and sick pay. Plaintiffs' expert reviewed the time and pay records and determined that 11.4% of Class Members had additional compensation and overtime pay and 6.3% of Class Members had additional compensation and sick pay. Accordingly, Plaintiff's expert calculated Defendant's maximum exposure to be approximately $2,987.00. However, Defendant argues that such remunerations were discretionary bonuses, so Defendant was not required to incorporate the remunerations into the regular rate of pay. Additionally, Defendant argues that to the extent Defendant failed to do so, which Defendant denies, such failure resulted in *de minimis* exposure. Indeed, Plaintiff's expert found that only 1.4% of

[6] 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.

pay periods had overtime and additional compensation and only 0.7% of pay periods had sick pay and additional compensation. Although I believe there is merit to this claim, I acknowledge there is risk with certifying this claim and proof on the merits. Therefore, for purposes of settlement, I applied a 70% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $896.10 for the unpaid wages claim**.

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. Plaintiff alleges that Defendant did not compensate the Class Members for time spent undergoing COVID screenings at least once a week, for annual physical examination and Tuberculosis screening, and for time spent waiting until the time clocks were available to clock into work. Therefore, Plaintiff's Counsel estimated Class Members spent an average of 5 minutes off the clock per shift. Accordingly, Plaintiff's Counsel and data expert estimated Defendant failed to pay Class Members for approximately 5,791 hours. From this, and in light of the average rates of the Class Members, Plaintiff's Counsel estimated Defendant's maximum potential liability is $141,705.77. Defendant contends that all time worked was compensated, that its employees are not permitted to work off-the-clock, 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 settlement, I discounted the maximum potential liability by 80%. **Plaintiff's realistic recovery estimate for the unpaid wages claim due to off-the-clock work is therefore $28,341.15.**

35. Plaintiff's meal period claim is based on allegations that Defendant did not provide or maintain sufficient meal period practices, such that Class Members were not always permitted or able to take meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without compensation in lieu thereof. The sample of time and corresponding payroll records for the putative Class indicated that Defendant either failed to provide a meal period or provided a short and/or untimely meal period 3,680 times throughout the Class Period, resulting in a 5.8% violation rate. Plaintiff's Counsel and its data expert then calculated that, in light of these violations and the average hourly rate of the putative Class, that Defendant

had a potential liability of $90,049.60 (3,680 unique violations x $24.47 avg. hourly rate). Defendant nonetheless contends that many meal breaks were taken and, where a violation appears, it was a result of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the fifth hour, or to stop his or her break early to return to work. Moreover, certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods. In light of these defenses, and for purposes of settlement, Plaintiff's Counsel believe it reasonable to apply a 70% discount to the potential liability. **Plaintiff's realistic recovery estimate for the meal period claim is therefore $27,014.88.**

36. The rest break claim is based on the allegation that Defendant did not provide or maintain sufficient rest break practices, such that Class Members were regularly required to work in excess of four consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest break violations could not be calculated since Defendant neither documented, nor is required to document, when Class Members took their required rest breaks. Therefore, in preparation for mediation, Plaintiff's Counsel assumed a 25% violation rate for shifts greater than or equal to 3.5 hours in length and, based on the average hourly rate of the putative Class, calculated Defendant's potential liability to be $406,079.65 (162,333 unique rest break violations x $24.47 per hour). Defendant nonetheless contends rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks and, significant for purposes of class certification, that this claim is individualized in nature and therefore would require declarations indicating the majority of Class Members experienced issues as to rest breaks. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential liability by 80%. **Plaintiff's realistic recovery estimate for the rest break claim is therefore $81,215.93.**

37. The unreimbursed business expenses claim is based on allegations that Plaintiff and Class members were required to purchase their own uniforms, maintain such uniforms, use their personal cell phone for work related purposes, and purchase face masks, baby wipes, baby power, lotion, and perform for the residents, without reimbursement. Based on information from Plaintiff, Plaintiff's Counsel assumed that Defendant failed to reimburse Class Members approximately $20 per week per Class Member. Accordingly,

Plaintiff's Counsel estimated Defendant's maximum potential exposure to be $380,000.00 ($20 per week x 19,000 Workweeks). However, Defendant argued that it reimbursed its employees for all necessary business expenses incurred. Significant for purposes of class certification, Defendant also argued that this claim is individualized in nature and therefore would require declarations indicating the majority of Class Members experienced issues as to unreimbursed business experiences. The declarations may also reveal the varying experiences of Class Members with regard to unreimbursed business expenses. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential liability by 80%. **Plaintiff's realistic recovery estimate for the unreimbursed business expenses claim is therefore $76,000.00.**

38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates Defendant's maximum potential recovery, prior to risk-adjustment, is $2,126,487.20, which breaks down as follows: **$513,187.20** for waiting time penalties for approximately 103 terminated Class Members in the 3-year SOL; a **$664,000.00** penalty for inaccurate wage statements based on approximately 166 Class Members in the 1-year SOL; and **$949,300.00** for PAGA penalties based on 9,493 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 $213,468.06 awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 90% discount to each statutory and civil penalty, resulting in **$51,318.72** for waiting time penalties, **$66,400.00** for wage statement penalties, and **$94,930.00** for PAGA penalties, and accordingly arrived at **a realistic recovery estimate of $161,330.00 for statutory and civil penalties**.

39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all claims, including penalties, is $426,116.78**. This means **the $400,000 gross settlement figure represents**

roughly 94% 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.

40. With regards 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 final settlement approval is granted. (Settlement, ¶ 3.2.5.) Not including its own attorneys' fees and costs as well as the employer's share of payroll taxes, Defendant will pay no less than $400,000.00 to resolve this matter—of which $40,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699 as 75% ($30,000.00) to the LWDA and 25% ($10,000.00) to Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved Employees from pursuing any individual claims they may have against Defendant or the other Released Parties. Moreover, Plaintiff's Counsel are of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

41. Further, Plaintiff's Counsel took into account the risk of not being able to proceed on a representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial, penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff would be successful at trial, assuming she is first able to certify the claims and defeat the manageability issues presented at litigation, Plaintiff could be awarded substantially less than what was obtained through the Settlement. In sum, the $40,000 PAGA Penalties allocation under the Settlement constitutes genuine and meaningful relief.

42. Here, the Settlement represents a substantial recovery when considered against the risk and

uncertainties involved in continued litigation, the burdens of proof necessary to certify the claims and establish liability, and the probability of appeal. While Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving the amount owed to each Class Member would be an expensive, time-consuming, and uncertain proposition.

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

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

45. The proposed $400,000.00 Settlement represents a substantial recovery when compared to the reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of

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

<u>THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE</u>

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

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

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

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

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

MY EXPERIENCE AND QUALIFICATIONS

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

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

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

53. My current billing rate is $950.00 per hour, which is my usual hourly rate in wage-and-hour litigations. A $950.00 per hour rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix, http://www.laffeymatrix.com/see.html [last visited March 23, 2026].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the

Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (*See, e.g.*, *id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

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).

H. SCOTT LEVIANT'S EXPERIENCE AND QUALIFICATIONS

55. H. Scott Leviant received his undergraduate degree from Occidental College. Graduating cum laude, Mr. Leviant majored in economics and received a "minor" emphasis in mathematics. Along with his study of economics and mathematics, Mr. Leviant also had an emphasis in physics. This combination of scientific and economic education has been of assistance during his litigation of complex civil actions. Mr. Leviant received my Juris Doctor degree from the University of Southern California Law Center.

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

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

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

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

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

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

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

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

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

4) In 2019, he certified a Fair Credit Reporting Act claim related to employment background checks against Wal-Mart Stores, Inc., in the matter of *Pitre v. Wal-Mart Stores, Inc.*, in the United Stated District Court, Central District of California. The contested certification resulted in a certified class of over 5,000,000 individuals.

5) In 2018, he fully briefed a contested class certification motion in the matter of *Harelson v. U.S. Aviation*, in the United Stated District Court,

Northern District of California. After certification was fully briefed, the matter successfully settled.

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

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

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

9) In approximately 2008, he fully briefed a contested class certification motion, in the wage and hour matter of *Ghazaryan v. Diva Limousine, LTD.*, Superior Court of California, County of Los Angeles. Certification was denied. Mr. Leviant appealed, handling all briefing, and, in *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal.App.4th 1524 (2009), pet. for rev. denied, he obtained a decision directing the trial court to certify the class. *Ghazaryan* is now widely cited, including by the California Supreme Court, as a comprehensive source for the standards applied to certification motions in California.

10) In approximately 2006, Mr. Leviant 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, Mr. Leviant 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.

(d) Mr. Leviant has prosecuted appeals in more than 20 class action matters alone, arguing before the United States Court of Appeals for the Ninth Circuit Court and several of California's Courts of Appeal. He has taken several appeals through to Petitions for Writs of Certiorari to the United States Supreme Court. In connection with the appeals he has handled, Mr. Leviant has 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;

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

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

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

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

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

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

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

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

(g) In addition to Mr. Leviant's work on complex litigation matters and class actions, he have 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;

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).

(h) 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, My. Leviant has also, on occasion, published podcasts of round table discussions with preeminent members of the wage and hour practice bar on both the plaintiff and defense sides. His blog has been cited to the California Supreme Court in at least one Petition for Review. The Complex Litigator has been in existence since 2008, having outlasted many other legal blogs, and it has a unique readership that numbers in the tens of thousands.

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

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

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

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

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

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

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

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

8) *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)

9) *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)

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

(j) 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, Mr. Leviant provided assistance to CAOC in its successful effort to defeat AB 298, which would have substantially impaired the ability of plaintiffs to prosecute class actions in California. More recently, on behalf of CAOC, Mr. Leviant co-authored several requests for publication of unpublished class action decisions, including one such request in *Jaimez v. Daiohs USA, Inc*., 181 Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in the Eighth Circuit matter entitled *Avritt v. Reliastar Life. Ins. Co*., Case No. 09-2843, the California

Supreme Court matter entitled *Californians for Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006), and the California Court of Appeal matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011).

57. Mr. Leviant's current hourly billing rate is $975.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Leviant's 20+ years of experience, his Laffey Matrix rate with a 2.53% adjustment is $1,258.04 per hour ($1,227 Laffey Matrix rate + (2.53% x $1,227)). Accordingly, Mr. Leviant's current hourly billing rate of $975.00 is more than reasonable considering his practice area, geographic market, experience, including all of the above information, reputation, and generally accepted hourly rates.

SANDY PHAM'S EXPERIENCE AND QUALIFICATIONS

58. Sandy Pham is an associate at Moon Law Group, PC. Ms. Pham's practice is focused on labor and employment class action lawsuits involving various violations of California and federal labor laws. Ms. Pham's current hourly billing rate is $550 per hour, which is her usual hourly rate in wage and hour litigations. Ms. Pham received her law degree from the Southwestern School of Law. Ms. Pham was admitted to the California bar in December 2023. Based on Ms. Pham's nearly 3 years of experience out of law school, her Laffey Matrix rate with a 2.53% adjustment is $520.85 per hour ($508 Laffey Matrix rate + (2.53% x $508)). Based on her experience and the Laffey Matrix rate, Ms. Pham's hourly rate is reasonable.

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

59. As demonstrated by the foregoing, my office is qualified to handle this litigation because we are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval. Including myself, Moon Law Group, PC is comprised of approximately 35 attorneys, all of whom are actively and continuously practicing employment litigation, representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a

high level of skill and knowledge in wage-and-hour class actions, PAGA representative actions, and labor and employment law generally, the substantiative (state and federal) and procedural law of which is frequently evolving.

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

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

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

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

63. The Settlement provides for attorneys' fees payable to Class Counsel in an amount not more than one-third of the Gross Settlement Amount (i.e., $133,333.33, subject to potential increase under the escalator clause) and litigation costs up to $35,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery method. however, we base the proposed fees award on the percentage method, as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

64. I am informed and believe that the fees and costs provision in the Settlement is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. Moreover, my

office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

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

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

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

68. As of the drafting of this motion, my office has incurred $16,096.22 in expenses litigating this action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs are below the maximum amount allowed under the Settlement, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

70. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* $400,000.00 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 March 24, 2026, at Los Angeles, California.

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Kane Moon