

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Julie S. Oh (SBN 341157)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: joh@moonlawgroup.com

Attorneys for Plaintiff Tisgar Haroun

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TISGAR HAROUN, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

HOCB RETAIL, LLC, a California corporation;
and DOES 1 through 10, inclusive,

Defendants

Case No.: 24STCV09754

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, and [Proposed]
Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: June 3, 2026

Time: 10:30 a.m.

Dept.: 1

Judge: Honorable Theresa M. Traber

Action Filed: April 17, 2024

Trial Date: Not set

I, KANE MOON, declare as follows:

CASE BACKGROUND AND PROCEDURAL HISTORY

3. House of CB is a women's retail clothing brand founded and headquartered in the United Kingdom. Defendants are House of CB's U.S. operating entities, with Defendant HOCB associated with operating the House of CB retail store inside Nordstrom at The Grove in Los Angeles, and Defendant Sirens associated with the Melrose Avenue retail location. HOCB and Sirens are considered as "single integrated enterprise" as (1) both LLCs are owned and controlled by the same managing member and currently share the same principal address, (2) they share the Employee Handbook, and therefore, uniform policies; (3) they share common management, advisor, and Human Resource service providers; and (4) they have overlapping managers, decision-makers, and cross-store supervision. Accordingly, Plaintiff alleges HOCB and Sirens functioned as one employer for class-wide purposes and are jointly responsible for the alleged wage violations. Defendants 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.

1 4. Plaintiff's claim for unpaid minimum and overtime wages stem from allegations that
2 Defendants failed to compensate Plaintiff and Class Members for off-the-clock work and failed to
3 incorporate all remuneration into employees' regular rate of pay for purposes of paying overtime and
4 sick pay. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work,
5 Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that
6 Defendants did not pay all premium wages for non-compliant breaks. Plaintiff further brings a claim for
7 unreimbursed necessary business expenses based on allegations that Class Members were required to
8 purchase masks and use their personal cellular telephones for work purposes without reimbursement from
9 Defendants. Finally, Plaintiff also brings derivative claims for waiting time penalties, wage statement
10 violations, unfair business practices, and civil penalties under PAGA.

11 5. Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff
12 filed a class action on April 17, 2024, which alleges HOCB systematically: (1) failed to pay minimum wages,
13 (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit
14 rest periods, (5) failed to indemnify necessary business expenses, (6) failed to timely pay final wages at
15 termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business
16 practices.

17 6. Pursuant to PAGA, on April 14, 2024, Plaintiff gave written notice to the California Labor and
18 Workforce Development Agency (the "LWDA") of the alleged Labor Code violations, with certified mail
19 service on HOCB, and paid the required filing fee. A true and correct copy of Plaintiff's PAGA Notice is
20 attached hereto as **Exhibit 2**. On August 12, 2024, Plaintiff timely filed a First Amended Class and
21 Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA. On January
22 29, 2026, Plaintiff and HOCB filed a Joint Stipulation for leave to file Second Amended Complaint (the
23 "Operative Complaint") to add Sirens as an additional named defendant. Pursuant to PAGA, on January 29,
24 2026, Plaintiff gave an amended written notice to LWDA of the alleged Labor Code violations, with certified
25 mail service on Defendants, and paid the required filing fee. A true and correct copy of Plaintiff's Amended
26 PAGA Notice is attached hereto as **Exhibit 3**. In compliance with Labor Code section 2699(s)(1), Plaintiff
27 subsequently submitted to the LWDA a file-stamped copy of the complaint containing the Court-assigned
28

1 case number. To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene
2 in this Action.

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

24 DISCOVERY AND INVESTIGATION

25 8. The Parties agreed to mediate this action with Hon. Carl J. West (Ret.), an experienced class
26 and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
27 production of documents and information before mediation. Prior to mediation, Plaintiff obtained from
28

1 Defendants, through informal discovery, documents and data that were necessary and helpful to evaluate the
2 claims asserted in this action. Defendants produced a statistically sound sample of time and pay records for
3 approximately 9% of the putative Class, Plaintiff's personnel file and time and pay records, and Defendants'
4 written employment policies in effect during the Class Period. Defendants also provided information
5 regarding the estimated number of current and formerly employed Class Members, Aggrieved Employees,
6 and PAGA Pay Periods.

7 9. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information
8 Defendants provided, including the sample records and documents regarding Defendants' wage-and-hour
9 policies. Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage
10 analysis prior to the mediation. The sample time and pay records allowed Plaintiff's expert to prepare an
11 analysis with a reasonable degree of certainty. In conjunction with their extensive factual investigation,
12 Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the
13 litigation. Accordingly, Plaintiff's Counsel was able to evaluate the probability of class certification, success
14 on the merits, and Defendants' maximum and realistic monetary exposure for all claims. Thus, Plaintiff's
15 and her Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed
16 them to act intelligently in negotiating the Settlement.

17 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

18 10. On December 15, 2025, the Parties participated in a full day of private mediation with Hon. Carl
19 J. West (Ret.). The negotiations were at arm's length and, although conducted in a professional manner, were
20 adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute,
21 but each side was also prepared to litigate their position through trial and appeal if a settlement had not been
22 reached. After a full discussion regarding the strengths and weaknesses of Plaintiff's claims and Defendants'
23 defenses and with the assistance of the mediator, the Parties reached a resolution, the material terms of which
24 are set out in the Settlement.

25 11. In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the
26 proposed Settlement has been submitted to the LWDA along with a copy of Plaintiff's preliminary approval
27
28

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

3 **KEY TERMS OF SETTLEMENT**

4 12. **GSA and Funding**: The Gross Settlement Amount ("GSA") is \$200,000.00, subject to potential
5 increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.0.) Defendants will separately
6 pay their employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*)
7 Defendants will fully fund the GSA by transmitting the funds to the Administrator within 30 calendar days
8 from the Effective Date. (*Id.* at ¶ 4.0.)

9 13. **Escalator Clause**: The Settlement provides an escalator clause under which should the number
10 of Class Period Workweeks exceed the estimated count of 15,000, then Defendants have the option to (a)
11 increase the GSA proportionately by the percentage increase over 15,000 or (b) the Class and PAGA Periods
12 will be rolled back to the date in which 15,000 Workweeks is met. (*Id.* at ¶ 7.0.)

13 14. **Class Representative Enhancement Award**: The Settlement includes a payment up to \$7,500.00
14 payable from the GSA, subject to the Court's approval, to Plaintiff as the Class Representative, in addition
15 to the amount he is eligible to receive as a Class Member. (*Id.* at ¶¶ 1.14, 3.1.1.) This award is for initiating
16 and providing services in support of the Action and in recognition for the risks attendant to the role as the
17 named Plaintiff and Class Representative. (*Id.* at ¶ 1.14.) In the event the award finally approved is less, the
18 difference will revert to Participating Class Members. (*Id.* at ¶ 3.1.1.)

19 15. **Class Counsel Fees and Expenses Payments**: The Settlement permits a fee application of not
20 more than one-third of the GSA for reasonable attorneys' fees, plus reimbursement for actual litigation costs
21 not to exceed \$16,000.00, payable to Class Counsel from the GSA. (*Id.* at ¶ 3.1.2.) In the event the amounts
22 finally approved are less, the difference will revert to Participating Class Members. (*Id.*) To date, my firm
23 has incurred \$14,471.66 in actual litigation costs, and a true and correct copy of a report showing current
24 costs is attached hereto as **Exhibit 5**.

25 16. **Administration Expenses Payment**: The Settlement provides an Administration Expenses
26 Payment to the Administrator, payable from the GSA, in an amount not to exceed \$6,990.00, except for a
27 showing of good cause and as approved by the Court. (*Id.* at ¶ 3.1.3.) In the event the amount of actual
28

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 APEX Class Action Administration (“APEX”) as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.1.) A true and correct copy of APEX’s bid of \$6,990.00 is attached hereto as **Exhibit 6**.

17. Aggrieved Employees; PAGA Period: Aggrieved Employees is defined as all current and former non-exempt employees of Defendants who worked for HOCB and/or Sirens in California during the PAGA Period. (*Id.* at ¶ 1.3.) For purposes of Settlement, the “PAGA Period” is April 17, 2023, through February 13, 2026. (Settlement, ¶ 1.33.)

18. PAGA Penalties; Individual PAGA Payments: The Settlement allocates \$15,000.00 from the GSA for settlement of the Released PAGA Claims, which will be distributed 75% (\$11,250.00) to the LWDA and 25% (\$3,750.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiff’s claims.¹ (*Id.* at ¶¶ 1.36, 3.1.4.) 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 ¶ 3.1.4.1.) This results in an average Individual PAGA Payment of roughly **\$27.17** for each of the estimated 138 Aggrieved Employees (\$3,750 / 138), and a PAGA Pay Period value of roughly **\$1.16** for each of the 3,240 estimated Pay Periods in the PAGA Period (\$3,750 / 3,240).

19. Net Settlement Amount: After deducting the Class Representative Enhancement Award, the Class Counsel Fees and Expenses Payments, the PAGA Penalties allocation, and the Administration Expenses Payment from the GSA, in the amounts specifically approved by the Court, any difference in the amounts requested and the amounts awarded will be allocated to the Net Settlement Amount for distribution to Participating Class Members. (*Id.* at ¶ 3.1.) Accordingly, the Net Settlement Amount will be *no less than* **\$87,843.33** for an estimated Class of **190 individuals**.²

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

² The Net Settlement Amount was calculated by deducting the following from the \$200,000 GSA: \$7,500.00 for the Class Representative Enhancement Award, up to \$6,990.00 for the Administration

1 20. Class Members/Period: The Settlement Class is defined as all current and former non-exempt
2 employees of Defendants who worked for HOCB or Sirens in California during the Class Period. (*Id.* at ¶
3 1.4.) For purposes of Settlement, the “Class Period” is April 17, 2020, through February 13, 2026.
4 (Settlement, ¶ 1.12.)

5 21. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a pro
6 rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks worked
7 during the Class Period. (*Id.* at ¶ 3.1.3.1.) The estimated **\$87,843.33** Net Settlement Amount results in an
8 average Individual Class Payment of roughly **\$462.33** for each of the estimated 190 Class Members
9 ($\$87,843.33 / 190$),³ and a Workweek value of roughly **\$5.86** for each of the 15,000 estimated Workweeks
10 in the Class Period ($\$87,843.33 / 15,000$).

11 22. Tax Allocations: Individual Class Payments will be allocated as 20% as wages and 80% as
12 penalties and interest for tax purposes. (*Id.* at ¶ 3.1.3.2.) Individual PAGA Payments will be allocated as
13 100% penalties for tax purposes. (*Id.* at ¶ 3.1.4.2.)

14 23. Disbursement and Uncashed Funds: Disbursement will occur within 14 calendar days of
15 completed funding. (*Id.* at ¶ 4.1.) Class Members will not need to submit any claim form as a condition of
16 receiving individual settlement payments. (*Id.* at ¶ 3.0.) Any funds remaining uncashed after 180 days from
17 issuance will be transmitted to the California Controller’s Unclaimed Property Fund in the name of each
18 individual who failed to timely cash his or her check. (*Id.* at ¶¶ 4.1.1, 4.1.3.)

19 24. Released by Participating Class Members: The “Released Class Claims” is limited to claims
20 that were alleged in Plaintiff’s First Amended Class and Representative Action Complaint, or that
21 reasonably could have been alleged based on the facts and/or claims asserted therein. (*Id.* at ¶ 5.1.) The
22 release excludes any claims that cannot be released as a matter of law and are limited to claims arising during
23 the Class Period. (*Id.* at ¶ 5.1.1.)

24 Expenses Payment, \$15,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$66,666.67
25 for the Class Counsel Fees Payment, and up to \$16,000.00 for the Class Counsel Expenses Payment.
(Settlement, ¶¶ 3.1–3.1.4.)

26 ³ At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will
27 be calculated by the Administrator following preliminary approval and receipt and processing of the Class
28 Data. (Settlement, ¶ 6.1.) The high and low range of payments will be provided to the Court in a motion for
final approval.

1 25. Released by Aggrieved Employees and LWDA: The release by Aggrieved Employees is limited
2 to claims for civil penalties under PAGA that were alleged in Plaintiff’s PAGA Notice during the PAGA
3 period. (*Id.* at ¶ 5.2.) Plaintiff and the LWDA release Released Parties from any and all claims for civil
4 penalties under PAGA that were alleged or that could have been alleged based on the facts alleged in
5 the First Amended Class and Representative Action Complaint or PAGA Notice. (*Id.* at ¶ 5.3.) The
6 Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any
7 Aggrieved Employees’ claims for wages or statutory penalties based upon the failure to pay wages.

8 26. Plaintiff’s Section 1542 Release: Under the Settlement, Plaintiff has agreed to a general release
9 of any and all claims against the Released Parties, including a release of rights pursuant to California Civil
10 Code section 1542. (*Id.* at ¶ 5.0.1.)

11 27. Effective date of claims releases: The release of all claims will be effective only upon
12 Defendants’ funding of the GSA and all employer-share of payroll taxes. (*Id.* ¶¶ at 5.)

13 28. Released Parties: Defendants and each of their present and former members, parent companies,
14 subsidiaries, affiliates, joint venturers, and licensees, and all of their shareholders, officers, directors,
15 employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any
16 other persons acting on behalf of or under them. (*Id.* at ¶ 1.42.)

17 29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed
18 via first-class U.S. mail to the current address of each Class Member in English and Spanish. (*Id.* at ¶ 6.3.)
19 The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement, the
20 approximate amounts of attorneys’ fees, costs, PAGA Penalties, and service award being sought, an
21 explanation of how the individual payments are calculated, the Final Approval Hearing information, the
22 procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members,
23 and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at ¶¶
24 6.3–6.4.1, Ex. A.)

25 30. Related Actions: The *Dylan M. Bell v. Sirens Design LLC* case (LASC 25STCV31793) (“*Bell*
26 *Action*”), action was filed on October 28, 2025, with similar class allegations as in this instant action. The
27 class period in the *Bell Action* also overlaps with the Class Period in this Settlement. However, this action
28

1 was filed prior to the *Bell* Action and thus should take priority. To the best of my knowledge, I am not aware
2 of any other pending litigation involving similar claims against Defendants that may be impacted by approval
3 of the Settlement at issue.

4 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

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

13 32. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by
14 Defendants, on Plaintiff's expert's analysis of the sample records provided by Defendants, and on
15 information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure
16 that Defendants faced. Based on a review of Defendants' records, there are approximately 190 Class
17 Members who collectively worked 15,000 Workweeks during the Class Period, and 138 Aggrieved
18 Employees who collectively worked 3,240 PAGA Pay Periods during the PAGA Period. Additionally, there
19 were an estimated 260 former employees falling within the three-year statute of limitations ("SOL") period
20 for waiting time penalties, and Class Members' average hourly rate and average regular hourly was
21 approximately \$19.80 and \$20.42, respectively.

22 Accordingly, we calculated Defendants' potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	15,000 Workweeks	\$20.42 average regular rate	Based on Expert Analysis of Records	\$2,146.00*

Unpaid Wages (Off the Clock)	15,000 Workweeks	\$19.80 average hourly rate	4,749 net unpaid hours (assuming 5 minutes per shift) (39.4% overtime)	\$11,255.41***
Meal Period Violations	15,000 Workweeks	\$19.80 average hourly rate	16,840 unique meal break violations	\$83,358.00**
Rest Period Violations	15,000 Workweeks	\$19.80 average hourly rate	55,398 rest break violations (assuming 100% violation rate for shifts of at least 3.5 hours)	\$109,688.04***
Unreimbursed Business Expenses Violations	15,000 Workweeks	\$15 per month	Assumes \$15 per month	\$5,625.00***
Labor Code § 203	Based on approx. 206 terminated employees within the 3-year SOL	\$19.80 average hourly rate / 30-day max.	Assumes 7.1 hours / day	\$54,979.50****
Labor Code § 226	Based on approx. 138 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 3,240 pay periods within the 1-year SOL	\$15,855.00****
PAGA	Based on 3,240 pay periods within the 1-year SOL	\$100 per pay period	Based on 3,240 pay periods within the 1-year SOL	\$16,200.00****
Total				\$299,106.95
* 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. **** These figures are discounted based on a 5% probability of prevailing at class certification				

1 and on the merits.⁴

2
3
4
5
6 33. As discussed above, Plaintiff's unpaid wages claim is also due to allegations that Defendants
7 failed to incorporate all remuneration, including bonuses, into Class Members' regular rate of pay for
8 purposes of paying overtime and sick pay. Specifically, Plaintiff's expert reviewed the sample records
9 Defendants produced and found 21 identifiable additional remunerations that were made yet not factored
10 into the regular rate of pay, impacting 10% of Class Members for sick pay and 45% of Class Members for
11 overtime pay and resulting in a maximum exposure of \$4,292.00. However, Defendants argue bonuses were
12 discretionary, and therefore Defendants were not required to incorporate those payments into the regular rate.
13 Additionally, Defendants argue that to the extent it failed to incorporate any of the additional payments into
14 the regular rate of pay, which Defendants deny, this results in nominal exposure as only 19.3% of pay periods
15 included overtime and additional compensation and only 0.9% of pay periods included sick pay and
16 additional compensation. I acknowledge the foregoing presents significant risk with certifying this claim and
17 proof on the merits. Therefore, I applied a 50% discount to the maximum exposure figure; accordingly, I
18 arrived at **a realistic damage estimate of \$2,146.00 for the regular rate claim.**

19 34. Plaintiff's unpaid wages claim is based on allegations that Defendants failed to pay all
20 minimum and overtime wages due to off-the-clock work performed related to time spent for clocking
21 in. Plaintiff alleges that Class Members were required to wait in line in order to clock into the single
22 iPad used for clocking in. Plaintiff also claims she was required to place their belongings inside clear
23 bags and place them in lockers. Therefore, Plaintiff's Counsel estimated Class Members spent an average
24

25 ⁴ It is reasonable to apply discounts to account for risks at certification and trial, in part, because the
26 Judicial Council of California found that only 21.4% of all class actions were certified either as part of a
27 settlement or as part of a contested certification motion. (See Findings of the Study of California Class Action
28 Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) Further,
the likelihood that Defendants could assert viable legal defenses would likely further reduce its overall
exposure.

1 5 minutes off the clock per shift. Accordingly, Plaintiff's Counsel and data expert estimated Defendants
2 failed to pay Class Members for approximately 4,749 hours, 39.4% of which should have been paid at
3 the overtime rate. From this, and in light of the average rates of the Class Members, Defendants' estimated
4 maximum potential liability is \$112,554.15. Defendants contend that all time worked was compensated, that
5 the clocking in time was *de minimis*, that Class Members were not permitted to work off-the-clock, and that
6 this claim is highly individualized and not susceptible to class-wide treatment. I acknowledge that "off-the-
7 clock" claims are difficult to be tried on a class wide basis because there is no apparatus that can be used to
8 prove this claim—there are no records to be used as evidence. In light of these defenses, and for purposes of
9 settlement, I discounted the maximum potential liability by 90%. **Plaintiff's realistic recovery estimate for**
10 **the unpaid wages claim due to off-the-clock work is therefore \$11,255.41.**

11 35. Plaintiff's meal period claim is based on allegations that Defendants did not provide or maintain
12 sufficient meal period practices, such that Class Members were not always permitted or able to take meal
13 periods and/or were sometimes subjected to late, short and/or interrupted meal periods without compensation
14 in lieu thereof. The sample of time and corresponding payroll records for the putative Class indicated that
15 Defendants either failed to provide a meal period or provided a short and/or untimely meal period 16,840
16 times throughout the Class Period, resulting in a 34.5% violation rate. Plaintiff's Counsel and its data expert
17 then calculated that, in light of these violations and the average hourly rate of the putative Class, that
18 Defendants had a potential liability of \$333,432.00 (16,840 unique violations x \$19.80 avg. hourly rate).
19 Defendants nonetheless contend that many meal breaks were taken and, where a violation appears, it was a
20 result of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the fifth
21 hour, or to stop his or her break early to return to work. Moreover, certification and proof of this claim would
22 require declarations from Class Members and obtaining such declarations potentially would reveal that each
23 Class Member had a different experience with respect to meal periods. In light of these defenses, and for
24 purposes of settlement, Plaintiff's Counsel believe it reasonable to apply a 75% discount to the potential
25 liability. **Plaintiff's realistic recovery estimate for the meal period claim is therefore \$83,358.00.**

26 36. The rest break claim is based on the allegation that Defendants did not provide or maintain
27 sufficient rest break practices, such that Class Members were regularly required to work in excess of four
28

1 consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute,
2 continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest
3 break violations could not be calculated since Defendants neither documented, nor are required to document,
4 when Class Members took their required rest breaks. Therefore, in preparation for mediation, Plaintiff's
5 Counsel assumed a 100% violation rate for shifts greater than or equal to 3.5 hours in length and, based on
6 the average hourly rate of the putative Class, calculated Defendants' potential liability to be \$1,096,880.40
7 (55,398 unique rest break violations x \$19.80 per hour). Defendants nonetheless contend rest periods do
8 not have to be recorded, that Class Members voluntarily chose to forego some rest breaks and, significant
9 for purposes of class certification, that this claim is individualized in nature and therefore would require
10 declarations indicating the majority of Class Members experienced issues as to rest breaks. In light of these
11 defenses, and for purposes of settlement, I discounted Defendants' potential liability by 90%. **Plaintiff's**
12 **realistic recovery estimate for the rest break claim is therefore \$109,688.04.**

13 37. The unreimbursed business expenses claim is based on the allegation that Defendants did not
14 reimburse Class Members for all expenses incurred in direct consequence of the discharge of duties,
15 including the purchase of masks and use of their personal cellular telephones for work purposes. The precise
16 value of all necessary business expenses Class Members incurred could not be calculated. Therefore, in
17 preparation for mediation, Plaintiff's Counsel estimated Defendants owed approximately \$15 per month in
18 the statutory period and that Defendants' potential liability is \$56,250.00. Defendants contend they complied
19 with all its reimbursement obligations, and further, that the reimbursement claim would be difficult to certify,
20 given the individualistic nature of this claim. In light of these defenses, and for purposes of settlement, I
21 discounted Defendants' potential liability by 90%. **Plaintiff's realistic recovery estimate for the**
22 **unreimbursed expenses claim is therefore \$5,625.00.**

23 38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates
24 Defendants' maximum potential recovery, prior to risk-adjustment, is \$1,740,690.00, which breaks down as
25 follows: **\$1,099,590.00** for waiting time penalties for approximately 260 terminated Class Members in the
26 3-year SOL; a **\$317,100.00** penalty for inaccurate wage statements based on approximately 138 Class
27 Members in the 1-year SOL; and **\$324,000.00** for PAGA penalties based on 3,240 Pay Periods and the Court
28

1 assessing a \$100 penalty for each pay period containing a violation. However, I believe it would be unrealistic
2 to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties
3 and given Defendants' defenses, including without limitation, that any failure to pay all final wages at the
4 time of separation was not willful or intentional and that to the extent Plaintiff received wage statements that
5 were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand the
6 individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise
7 significantly reduce Defendants' overall liability for statutory and civil penalties. Furthermore, considering
8 the underlying wage claims are realistically estimated to be \$212,072.45, awarding such a disproportional
9 amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount
10 to each penalty (resulting in **\$54,979.50** for waiting time penalties, **\$15,855.00** for inaccurate wage statement
11 penalties, and **\$16,200.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate of**
12 **\$87,034.50 for statutory and civil penalties.**

13 39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all**
14 **claims, including penalties, is \$299,106.95.** This means **the \$200,000.00 gross settlement figure**
15 **represents roughly 67% of the total realistic recovery.** This is an excellent result for the Class, particularly
16 because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of
17 not being able to recover anything.

18 40. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies
19 PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved
20 Employees with genuine and meaningful relief, on the other. As a result of this litigation, Defendants have
21 had to hire legal counsel, engage in informal class-wide discovery, and participate in mediation.
22 Defendants will also have to pay civil penalties to the LWDA under the Settlement, assuming final
23 settlement approval is granted. (Settlement, ¶ 3.1.4.) Not including their own attorneys' fees and costs as
24 well as the employer's share of payroll taxes, Defendants will pay no less than \$200,000.00 to resolve
25 this matter—of which \$15,000.00 is allocated toward the PAGA claims and will be distributed, in
26 compliance with Labor Code section 2699 as 75% (\$11,250.00) to the LWDA and 25% (\$3,750.00) to
27 Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved
28

1 Employees from pursuing any individual claims they may have against Defendants or the other Released
2 Parties. Moreover, Plaintiff's Counsel are of the opinion that because the issues here are fairly contested,
3 there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits
4 due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go
5 to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

6 41. Further, Plaintiff's Counsel took into account the risk of not being able to proceed on a
7 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
8 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and
9 in light of other defenses available to Defendants. Thus, it is entirely possible that even if Plaintiff would
10 be successful at trial, assuming she is first able to certify the claims and defeat the manageability issues
11 presented at litigation, Plaintiff could be awarded substantially less than what was obtained through the
12 Settlement. In sum, the \$15,000 PAGA Penalties allocation under the Settlement constitutes genuine and
13 meaningful relief.

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

19 43. The Settlement obviates the significant risk that this Court may deny certification of all or some
20 of Plaintiff's claims. Plaintiff's Counsel took into account the risk of not prevailing at trial due to low or
21 no participation by Class Members. Indeed, the individualized and testimony-intensive nature of the claims
22 could bar manageability of the representative claims or otherwise significantly reduce any recovery
23 whatsoever. For example, the rest period and unreimbursed expense claims are testimony-driven claims and
24 assume a 100% violation rate, which would not likely be demonstrated at trial, as it assumes either the
25 participation of all employees (which would be difficult given the reality that many, if not all, employees
26 would be unwilling to participate due to fear of retaliation), or alternatively, the use of surveys or statistical
27 data as a surrogate (which would still require the participation of a majority of employees to establish a sound
28

1 representation of all non-exempts). Even assuming employees would be willing to participate, obtaining
2 declarations would potentially reveal that each individual employee had a different experience.

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

12 45. The proposed \$200,000.00 Settlement represents a substantial recovery when compared to the
13 reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties
14 involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of
15 appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and that preliminary
16 settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133;
17 *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar*
18 does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed
19 on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic
20 range of outcomes of the litigation"].)

21 THE ENHANCEMENT AWARD TO PLAINTIFF IS REASONABLE

22 46. Throughout this litigation, Plaintiff, who was a former employee of Defendants, has cooperated
23 immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff provided
24 valuable information regarding her hours worked, and what duties were performed during those hours.
25 Plaintiff also provided information regarding meal periods taken and missed by Plaintiff and other Class
26 Members. Plaintiff participated in decisions concerning this action, assisted in preparation for the mediation,
27 and provided my office with the names and contact information of potential witnesses in this action. Before
28

1 we filed this case, Plaintiff worked with my office to determine the viability of her claims. Plaintiff also
2 provided information and documents relating to her employment by Defendants. The information and
3 documentation provided by Plaintiff was instrumental in establishing the wage-and-hour violations alleged
4 in this action, and the recovery provided for in the Settlement would have been impossible to obtain without
5 her participation.

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

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

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

23 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

8 53. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage-and-hour
9 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
10 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
11 <http://www.laffeymatrix.com/see.html> [last visited April 8, 2026].) The Laffey Matrix is a “well-
12 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
13 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
14 Laffey Matrix is attached hereto as **Exhibit 7**. California Courts have adjusted the Laffey Matrix rate
15 upwards based on “locality pay differentials” and the location of counsel’s office in California to determine
16 whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey
17 Matrix rate based on an approximate difference of 9% between the locality pay differential of the District
18 of Columbia and San Francisco, California, where counsel’s office was located].) To determine the locality
19 pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the
20 federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm’s location in Los
21 Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the
22 locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a
23 difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA,
24 Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective
25 January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-
26 Baltimore-Arlington salary plans are attached hereto as **Exhibit 8** and **Exhibit 9**, respectively. Based on
27 my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is \$1,044.78
28

1 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). Accordingly, my current billing rate of \$950.00
2 per hour is reasonable.

3 54. I am experienced in prosecuting and defending employment matters, particularly class actions
4 and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour,
5 and working conditions violations. In addition to the present case, I am also class counsel for other wage-
6 and-hour class action lawsuits pending in various California counties, including in state and federal courts.
7 The following is a list of some of our recent class action settlements that have received preliminary and final
8 approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel);
9 *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel);
10 *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v.*
11 *Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart*
12 *Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC
13 No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No.
14 PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No.
15 BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC*
16 (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650;
17 lead counsel) (in approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show
18 that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current
19 rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No.
20 BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-
21 2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC
22 No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137)
23 (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29)
24 (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size
25 approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class
26 size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260;
27 lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead
28

counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

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

57. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's 11+ years of experience out of law school, his Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.5% x \$1,019)). (*See Ex. 7.*) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of \$900.00 per hour is reasonable.

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

- (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on all causes of action following contested briefing in a wage-and-hour class action.
- (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken under submission by the Court on February 3, 2022.

- (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No. 19STCV44400), which was granted in part and denied in part in October 2022.
- (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP (RAOx)) 2020 WL 1934954, where defendant removed a wage-and-hour class alleging that Plaintiffs' claims were pre-empted by the Labor Management Relations Act.
- (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.
- (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-MRWx) 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the individual defendant, who was alleged to have harassed the Plaintiffs under FEHA, was a proper defendant.
- (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has resolved or assisted in the resolution of approximately 100 cases which has resulted in millions of dollars of unpaid wages being returned to low-wage employees.
- (i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which was granted, in part, and denied, in part, in February 2024.

59. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing

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

JULIE SOHYN OH'S EXPERIENCE AND QUALIFICATIONS

60. Julie Sohyun Oh is an associate attorney at Moon Law Group, PC. Ms. Oh began working in October 2021, and initially, her practice focused on individual FEHA and wrongful termination claims, as well as wage-and-hour class and representative actions. Since September 2022, Ms. Oh shifted her focus of practice to almost exclusively class and representative actions, involving claims related to overtime and minimum wages, meal and rest break violations, improper wage statements, the California Private Attorneys General Act, and unfair business practices.

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

5 62. Ms. Oh's current billing rate is \$700 per hour, which is her usual hourly rate in wage and hour
6 litigations. Based on Ms. Oh's nearly 5 years of experience, her Laffey Matrix rate with a 2.53% adjustment
7 is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x \$625). (See Exh. 8.) As compared to the Laffey
8 Matrix rate and when considering her experience, Ms. Oh's billing rate of \$700 per hour for this matter is
9 reasonable.

10 63. A selection of settled class and/or representative actions that have received preliminary and/or
11 final settlement approval, the resolution of which Ms. Oh assisted during her tenure with Moon Law Group,
12 PC, includes following: *Billings v. Goodwill Industries of Sacramento Valley & Northern Nevada, Inc., et*
13 *al.* (34-2022-00327068-CU-OE-GDS) (\$1,535,000.00); *Calderon v. Installed Building Products* (No. 37-
14 2021-00035844- CU-OE-CTL) (\$1,500,000.00); *Martinez et al. v. Curative, LLC, et al.* (21STCV20778)
15 (\$1,450,000.00); *Cha v. Center Point* (CIV2102081) (\$1,000,000.00); *Maciel v. Western Health Advantage*
16 (34-2022-00329710-CU-OE-GDS) (\$1,000,000.00); *Almonte et al. v. Yosemite Meat Company, Inc., et al.*
17 (STK-CV-UOE-2021-0000860) (\$850,000.00); *Mendoza et al. v. Masonite Corporation* (5:21-cv-00025-
18 SSS-KK) (\$635,000.00); *Butts v. Golden West Packaging Group, LLC, et al.* (34-2021-00311468-CU-OE-
19 GDS) (\$450,000.00 for 183 aggrieved employees); *Young v. Santa Cruz Staffing, LLC* (21CV03049)
20 (\$400,000.00); *Hernandez v. Superior Electrical Advertising, Inc.* (20STCV48834) (\$395,000.00 for 235
21 class members); *Lal v. Summit Psychotherapy Associates, APC* (34-2021-00309339-CU-OE-GDS)
22 (\$140,000.00 for 52 class members); *Lopez v. Bauer's Intelligent Transportation, Inc.* (CGC-21-589567)
23 (\$115,000.00 for 353 aggrieved employees).

24 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

25 64. As demonstrated by the foregoing, my office is qualified to handle this litigation because we
26 are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative
27 actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage-and-
28

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

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

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

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

23 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

24 68. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-
25 third of the Gross Settlement Amount (i.e., no less than \$66,666.67, subject to potential increase under the
26 escalator clause) and litigation costs up to \$16,000.00. (Settlement, ¶ 3.1.2.) The proposed award of
27 attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery
28

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

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

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

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

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

1 73. As of the drafting of this motion, my office has incurred \$14,471.66 in expenses litigating this
2 action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably
3 necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs
4 are below the maximum amount allowed under the Settlement, the difference will revert to Participating
5 Class Members. (*Id.* at ¶ 3.1.2.) Therefore, our costs should be reimbursed in full.

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

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

- 1 (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and
2 accompanying filings;
- 3 (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and
4 then monitoring of the distribution of funds following final approval; and
- 5 (o) Anticipated responding to Class Member inquiries and communicating with Plaintiff
6 regarding the case.

7 75. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution
8 has been reached that includes a gross, non-reversionary payment by Defendants of *no less than* \$200,000.00
9 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe
10 that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the
11 Operative Complaint would have gone completely unremedied.

12 I declare under penalty of perjury under the laws of the State of California and the United States that
13 the foregoing is true and correct. Executed on April 8, 2026, at Los Angeles, California.

14
15 _____
Kane Moon
16
17
18
19
20
21
22
23
24
25
26
27
28