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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

GEORGE ALEXANDER KING, individually and on behalf of all others similarly situated, Plaintiff, v. COULSON AVIATION (USA), INC., and DOES 1 through 10, inclusive, Defendants.	Case No. 2024CUOE024475 <u>CLASS AND REPRESENTATIVE ACTION</u> ASSIGNED FOR ALL PURPOSES TO THE HON. MAUREEN M. HOUSKA; DEPT. 20 **DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** [*Filed with Plaintiff's Notice of Motion and Motion for Preliminary Approval, the Declaration of Plaintiff George Alexander King, and [Proposed] Preliminary Approval Order*] <u>PRELIMINARY APPROVAL HEARING</u> Date: Time: Dept. 20 Complaint Filed: May 7, 2024 FAC Filed: August 1, 2024 Trial Date: None

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 of the Courts of the State of California and am one of the attorneys of record for Plaintiff George Alexander King ("Plaintiff") and the putative Class.

2. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

CASE BACKGROUND

3. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff seeks to represent a class of all current or former hourly-paid or non-exempt employees of Defendant who worked for Defendant Coulson Aviation (USA), Inc. ("Defendant" and together with Plaintiff, the "Parties") within the State of California at any time during the period of time beginning on May 5, 2020 through March 17, 2025, for various violations of the California Labor Code. Defendant is an aerial firefighting company. Plaintiff was classified as non-exempt during the entirety of his employment and was subjected to the same unlawful labor practices as his coworkers.

4. Plaintiff's claim for unpaid wages stems from Defendant's failure to pay employees for off-the-clock work and for training. Moreover, Plaintiff alleges that Defendant systematically failed to provide meal periods and rest breaks. In addition to the foregoing claims, Plaintiff brings claims for reimbursement of necessary business expenses, and derivative claims against Defendant for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

5. Because of Defendant's alleged violations of various provisions of the Labor Code, Plaintiff filed this class and representative action on May 7, 2024, which, in its amended form, alleges that Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize rest breaks, (5) failed to indemnify necessary business expenses; (6) failed to timely pay final wages at termination, (7)

failed to provide accurate itemized wage statements, (8) engaged in unfair business practices and (9) violated civil penalty provisions recoverable as PAGA penalties pursuant to Labor Code section 2698 et seq.

6. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Defendant contends, among other things, that Plaintiff and the Class Members have been paid proper wages. Moreover, Defendant argues that it met its meal and rest period obligations, and that Plaintiff and the putative class members were provided with the opportunity to take all meal and rest periods to which they were entitled. Furthermore, to the extent that Plaintiff received wage statements that were allegedly inaccurate, Defendant asserts that Plaintiff 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."].)

7. With respect to Plaintiff's claim for waiting time penalties, Defendant alleges that its good-faith belief that it paid all wages precluded the imposition of waiting time penalties since Plaintiff could not prove that 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, Defendant claims that it did not engage in any unfair business practices and denies liability under PAGA. Finally, Defendant disputes the certifiability of the class, 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. Following the filing of the complaint, the Parties met and conferred regarding an agreement to mediate the claims. Thereafter, the Parties agreed to a protocol for exchanging documents and information before the mediation. Plaintiff obtained from Defendant, through informal but extensive discovery, information sufficient to meaningfully evaluate the claims at issue in the action, including applicable written policies, the employee handbook in effect during

the Class Period, Plaintiff's complete personnel file, a sample of time and corresponding payroll records for Class Members, and information regarding the estimated number of current and former Class Members, workweeks, PAGA Members, PAGA pay periods, and average hourly pay.

9. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample time/pay 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 mediation. Based on a review of the records and on information from Plaintiff's Counsel, Plaintiff's expert was able 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 were able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff's and his 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.

10. To the best of my knowledge, I am not aware of any individual, representative, or class action in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted in this action on behalf of a class or group of individuals who would also be members of the putative Class, as defined in this matter. 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. Additionally, Defendant has not indicated there is any other related case pending as of the date of this declaration. As such, I am unable to name any case the nature of any claims asserted in such case, or the definition of a class of parties on whose behalf any action was brought that would overlap with the putative Class, as defined in this matter, or would otherwise be extinguished or adversely affected by approval of this Settlement.

SETTLEMENT NEGOTIATIONS

11. On March 17, 2025, the parties participated in a full-day mediation with Tripper Ortman, Esq., a professional and neutral class and PAGA action mediator. The settlement negotiations were at arm's length and, although conducted in a professional manner, 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 extensive discussion regarding the merits and certifiability of Plaintiff's claims and Defendant's defenses, a settlement was reached by the parties, the material terms of which are encompassed within the Joint Stipulation of Class and PAGA Settlement and Release ("Settlement" or "Settlement Agreement"), a true and correct copy of which is attached as **Exhibit 1** to this declaration.

12. Plaintiff's Counsel submitted the proposed Settlement to the LWDA and received an email confirming the submission, a true and correct copy of which is attached as **Exhibit 2** to this declaration.

13. A true and correct copy of Plaintiff's PAGA notice of alleged Labor Code violations sent to Defendant and the California Labor and Workforce Development Agency (the "LWDA") on May 5, 2025 is attached hereto as **Exhibit 3**. Plaintiff's administrative exhaustion period under PAGA expired without the LWDA indicating its intent to investigate the alleged violations. In compliance with Labor Code section 2699, subdivision (*l*)(1), Plaintiff's Counsel submitted a file-stamped copy of Plaintiff's first amended complaint that contained the Court-assigned case number to the LWDA.

14. Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (Settlement Agreement, ¶ 57.a.) Each Class Member who does not opt-out will be entitled to his or her pro rata share of the Net Settlement Amount that is directly proportional to the number of workweeks during which the Class Member worked in the Class Period. (*Id.* at ¶ 51.h.) Likewise, each PAGA Member will be entitled to his or her pro rata share of the 25% share of PAGA Allocation that is directly proportional to the number of pay periods during which the PAGA worked in the PAGA Class Period. (*Id.* at ¶¶ 25, 51.e.)

15. The Settlement Agreement provides for attorneys' fees of not more than 1/3 of the Gross Settlement Amount (currently estimated to be $63,333.33) for Plaintiff's Counsel's attorneys' fees, plus reimbursement for out-of-pocket litigation costs not to exceed $25,000. (*Id.* at ¶¶ 51.a-b.) At

this time, my firm has incurred $19,301.96 in costs, and a true and correct copy of these litigation costs is attached hereto as **Exhibit 4**.

16. The Settlement Agreement includes an enhancement award to Plaintiff in an amount up to $7,500 from the Gross Settlement Amount, subject to the Court's approval, in consideration for assuming the risks associated with the litigation. (*Id.* at ¶ 51.d.)

17. The Parties jointly appoint ILYM Group, Inc. as the neutral entity to administer this Settlement. (*Id.* at ¶ 55.a.) The Settlement Agreement provides the Settlement Administrator will be paid Settlement Administration Costs from the Gross Settlement Amount, in an amount up to $10,000.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 51.c.) A true and correct copy of the Administrator's flat-fee bid of $6,250.00 is attached hereto as **Exhibit 5**.

18. Defendant will deposit the Funding Payment into an account established by the SA within 30 days of the Effective Date. (*Id.* at ¶ 61.) "Funding Payments" means the payment(s) remitted to the Settlement Administrator by Defendant following Final Judgment and the Effective Date in full and complete discharge of the entire monetary obligation of Defendant in an amount equal to the GSA and all applicable employer's side taxes, which, as set forth herein, shall satisfy all outstanding and awarded Settlement Payments, PAGA Payments, attorneys' fees and costs awarded to Class Counsel, the Named Plaintiff's enhancement awards as awarded by the Court, outstanding payments to the Settlement Administrator as approved by the Court for settlement administration costs, and the payment to the LWDA, minus any amounts already paid under the Agreement. (*Id.* at ¶ 14.) "Effective Date" of this Agreement means the first business day following the last of the following occurrences: (i) if no Class Member timely and properly intervenes, files a timely motion to vacate the Judgment under, or objects or otherwise challenges the Settlement, then the date the Court enters an Order Granting Final Approval of the Settlement; (ii) if a Class Member timely intervenes or files a timely motion to vacate the judgment or objects or otherwise challenges the Settlement, then sixty-one (61) days following the date the Court enters an Order Granting Final Approval, assuming no appeal is filed; or (iii) if a Class Member timely intervenes or files a motion to vacate the Judgment, or objects or otherwise challenges the Settlement, and files a timely appeal, then the date of final resolution of that appeal (including any requests for

rehearing and/or petitions for *certiorari),* resulting in final and complete judicial approval of the Settlement in its entirety, with no further challenge to the Settlement being possible. (*Id.* at ¶ 10.)

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

19. Plaintiff's Counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Plaintiff's Counsel are of the opinion that the Settlement is fair, reasonable, and adequate. Furthermore, in light of all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that could be asserted by Defendant both to certification and on the merits, the settlement is in the best interests of the Class Members.

20. Based on my analysis of the time, payroll, and additional records provided by Defendant, Plaintiff's expert's analysis of the time and payroll records provided by Defendant, and information from Plaintiff, Plaintiff's Counsel evaluated Defendant's maximum exposure. I took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. Based on a review of Defendant's records to date, there are an estimated 122 Class Members who collectively worked a total of 5,230 Workweeks, and 61 PAGA Members who worked a total 2,100 of PAGA Pay Periods. Additionally, based on Defendant's payroll data, the average hourly rate of pay was $29.45, and there were 90 former employees for Labor Code § 203 penalties, and 61 employees that fall within the 1-year statute of limitations period for penalties under Labor Code § 226.

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

Claim	Relevant Time Period	Rate	Number of Violations	Amount
Unpaid Wages due to Off-the-Clock Work	5,230 Workweeks	$29.45 average hourly rate	7,974.7 unpaid hours (assumes 98% at overtime rate)	**$45,874.10****
Unpaid Training Wages	5,230 Workweeks	$29.45 average hourly rate	610 unpaid hours	**$2,694.68***
Meal Period	5,230	$29.45 average	23,780 unique	

Violations	Workweeks	hourly rate	meal break violations (assumes 99.4% violation rate)	**$105,048.15***
Rest Break Violations	5,230 Workweeks	$29.45 average hourly rate	23,780 unique rest break violations (assumes 99.4% violation rate for shifts of at least 3.5 hours)	**$70,032.10****
Unreimbursed Business Expenses	5,230 Workweeks	Assumes $10 per month	Based on information from Plaintiff	**$1,307.50****
Labor Code §203	Based on approximately 90 terminated employees	$29.45 average hourly rate / 30-day max.	Assumes 10 hours/day	**$39,757.50*****
Labor Code §226	Based on approximately 61 class members within the 1-year statute of limitations	$50 for initial violation; $100 for each subsequent pay period with $4,000 employee maximum	Based on approximately 2,100 pay periods within the 1-year statute of limitations	**$10,347.50*****
PAGA	Based on approximately 2,100 pay periods within the 1-year statute of limitations	$100 per pay period	Based on approximately 2,100 pay periods within the 1-year statute of limitations	**$10,500.00*****
Total for Class Claims				**$285,561.53**
* These figures are discounted based on a 15% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.				

21. Plaintiff's unpaid wages claim is due to allegations that Defendant did not compensate Class Members for off-the-clock work. According to Plaintiff, Plaintiff and Class Members were required to conduct truck inspections before and after their shifts, which took approximately 20 minutes total. For purposes of mediation, I assumed, based on information from Plaintiff, that each Class Member performed 20 minutes of unpaid work each shift, and thereby arrived at 7,974.7

cumulative unpaid hours, 98% of which is estimated to be overtime, resulting in an estimated maximum exposure of $458,741.00. However, Defendant argues that employees were compensated for all hours worked and that Defendant did not require or permit the Class to work outside of their scheduled shift times. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing any unpaid hours and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations could potentially reveal that each Class Member had a different experience with respect to clocking in and working off-the-clock. Additionally, "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. Therefore, I applied a 90% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $45,874.10 for the unpaid off-the-clock work claim**.

22. Plaintiff's unpaid wages claim is also due to allegations that Defendant failed to pay Plaintiff and Class Members for a five-hour training session that they had to complete individually on their phones. Accordingly, Plaintiff's expert estimated Class Members were unpaid for 610 hours (5 hours x 122 Class Members), resulting in a maximum exposure of $17,964.50 ($29.45 avg. hourly rate x 610 hours). However, Defendant argues that it properly paid its employees for all hours worked, including time spent training. Defendant also argues this claim is improper for class treatment, in part, given not all Class Members participating in the training. I acknowledge the foregoing presents some risk with certifying this claim and proof on the merits. Therefore, I applied an 85% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $2,694.68 for the unpaid training wages claim**.

23. Plaintiff's meal period claim is based on allegations that due to the nature of their work, Class Members' meal breaks were often short, late, interrupted, and sometimes missed altogether. Defendant's records did not show any meal periods. Accordingly, based on information from Plaintiff, Plaintiff's Counsel estimated a 99.4% meal period violation rate. Plaintiff's expert thus

calculated a maximum exposure of $700,321.00. However, Defendant contends that many compliant meal breaks were taken and that where a violation appears, it was a result of employees voluntarily waiving their break rights. Furthermore, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant meal periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents some risk with certifying this claim and proof on the merits. 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. Therefore, I believe an 85% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of $105,048.15 for the meal period claim**.

24. Plaintiff's rest period claim is based on allegations that due to the nature of their work, Class Members' rest periods were often short, late, interrupted, and sometimes missed altogether. I assumed, based on information from Plaintiff, a 99.4% violation rate for shifts of at least 3.5 hours. Plaintiff's expert thus determined that there are 23,780 unique rest period violations and that Defendant did not pay any premium wages, resulting in an estimated maximum exposure of $700,321.00. Defendant maintains that it complied with all rest period obligations and that the putative Class was provided with the opportunity to take all rest periods to which they were entitled or otherwise voluntarily waived breaks. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant rest periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits, particularly because rest periods do not have to be recorded. 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 rest periods. Therefore, I applied a 90% discount to the maximum exposure. Applying this discount, I accordingly arrived at **a realistic damage estimate of $70,032.10 for the rest period claim**.

25. Plaintiff's claim for unreimbursed business expenses is based on allegations that Class Members were required to use their personal cell phones for work purposes and purchase non-slip shoes. Based on information from Plaintiff, I assumed, for purposes of mediation, that Class Members spent on average of $10 per month on unreimbursed business expenses, resulting in an estimated maximum exposure of $13,075.00. However, Defendant maintains it reimbursed employees for all necessary business expenses incurred, and that cell phone use was not required for work. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing any unreimbursed expenses and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. This claim presents difficulties with certification because of the individualized nature of employees' business expenses. 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 unreimbursed expenses. Therefore, I believe a 90% discount to the maximum exposure figure is warranted; accordingly, I arrived at **a realistic damage estimate of $1,307.50 for the unreimbursed business expenses claim**

26. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimated that Defendant's realistic potential liability is **$60,605.00**. While Defendant's maximum potential liability for waiting time penalties is $795,150.00 based on approximately 90 terminated class members within the relevant time period[1] , $206,950.00 for inaccurate wage statements based on approximately 61 class members within the 1-year statute of limitations, and $210,000.00 for PAGA penalties based on the Court assessing a $100 penalty for each pay period (2,100 pay periods), I believe that it would be unrealistic to expect the Court to award the full $416,950.00 in penalties given Defendant's defenses and the discretionary nature of penalties. Considering that the underlying claims are realistically estimated to be $224,956.53 awarding such a disproportional amount in penalties would also raise Due Process concerns. Although the Court does not have

[1] This claim provides for a 3-year statute of limitations, but this demographic was catered to the Class Period, which goes back one year from the date of filing.

discretion to reduce waiting time penalties under Labor Code § 203, under *Diaz v. Grill Concepts Services, Inc.* (2018) 23 Cal.App.5th 859, 874, the palpable difficulty in proving a willful violation, alone, warrants the discount applied. Weighing these factors and applying a discount to account for the risk and uncertainty of prevailing at trial, I arrived at **$60,605.00** for statutory and civil penalties (applying a 95% discount to the wage statement and waiting time penalties and to the PAGA penalties).

27. **Using these estimated figures, Plaintiff predicted that the realistic maximum recovery for all claims, including penalties, would be $285,561.53**. This means that the $190,000.00 settlement figure represents approximately 67% of the realistic maximum recovery. This is an excellent result for the Class. Indeed, because of the proposed Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

28. While Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving the amount of wages due to each Class Member would be an expensive, time-consuming, and uncertain proposition.

29. Plaintiff's Counsel are also of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding PAGA penalties even if 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.

30. The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff were able to pursue his claims on a class-wide basis and thereafter obtained certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class Members.

31. This Settlement avoids the risks and the accompanying expense of further litigation. Although the parties had engaged in a significant amount of investigation, informal discovery and class-wide data analysis, the parties had not yet completed formal written discovery. Moreover, preparation for class certification and a trial remained for the parties as well as the prospect of

appeals in the wake of a disputed class certification ruling for Plaintiff and/or adverse summary judgment ruling. Had the Court certified any claims, Defendant could move to decertify the claims. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

32. The Net Settlement Amount available for settlement payments is no less than **$64,166.67** for an estimated Class size of **122 individuals**.[2] As a result, it is estimated each Class Member is eligible to receive an average benefit of approximately **$525.96** prior to tax withholdings on the wage portion of payments. Considering Class Members' average hourly rate is $29.45, the average benefit is approximately **18 hours of work**. The actual amounts to Class Members and PAGA Members will vary based on each individual's duration of work during the Class Period or PAGA Class Period, respectively; thus, those who worked longer for Defendant during the relevant period will receive a benefit greater than the average estimated amount. The high and low range of payments to Class Members will be calculated by the Settlement Administrator following preliminary approval and receipt and processing of the Class Data and will be provided to the Court in a motion for final approval.

33. The proposed settlement of $190,000.00 therefore represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement amount of $190,000.00 is within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate.

THE ENHANCEMENT AWWARD TO PLAINTIFF IS REASONABLE

34. 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 his hours worked, and what duties were

[2] The Net Settlement Amount is at least $190,000 less the following: $20,000 for the PAGA Allocation to the LWDA and to PAGA Members, $63,333.33 for Class Counsel's attorneys' fees, up to $25,000.00 for Class Counsel's litigation costs, up to $10,000 for Settlement Administration Costs, and up to $7,500 for the enhancement award to Plaintiff. (Settlement Agreement, ¶¶ 18, 51a-e.)

performed during those hours. Plaintiff also provided information regarding meal and rest periods taken and missed by Plaintiff and other Class Members. Plaintiff participated in decisions concerning this action and assisted in preparation for the mediation session. Before we filed this case, Plaintiff worked with my office to determine the viability of his claims. Plaintiff also provided information and documents relating to his 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 his participation.

35. At the same time, Plaintiff faced many risks in adding himself as the Class Representative in this matter. Plaintiff faced actual risks with his future employment, as putting himself on public record in an employment lawsuit could affect his likelihood for future employment. For example, a search of Plaintiff's name will reveal this action, and as a result, many employers may forego hiring Plaintiff in learning he sued a former employer.

36. In turn, Class Members now can 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 himself on the line on behalf of the Class.

37. This class action would not have been possible without the aid of Plaintiff, who put his own time and effort into this litigation and placed himself at risk for the sake of the Class. The requested enhancement award to Plaintiff for his 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 award is therefore reasonable to compensate Plaintiff for his active participation in this lawsuit.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

38. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to 1/3 of the Gross Settlement Amount, for a maximum fees award of $63,333.33, plus actual costs

and expenses not to exceed $25,000. The proposed award of attorneys' fees to Class Counsel in this case can be justified under either method – lodestar or percentage recovery. Plaintiff's Counsel, however, intend to base the proposed award of fees, costs, and expenses 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.

39. I am informed and believe that the fee and costs provision is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. 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.

40. It is further estimated that my office will need to expend at least another 50 to 100 hours to monitor the process leading up to the final approval and payments made to the class. My office also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

41. The risk to my office has been very significant, particularly if we were not successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. 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 filing for bankruptcy. 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.

42. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Moon Law Group, PC represents virtually all of its employment law clients on a contingency fee basis. 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.

43. As of the drafting of this motion, my office has incurred $19,301.96 in expenses litigating this action, and we anticipate accruing additional costs up to Final Approval of the Settlement. These expenses were reasonably necessary to the litigation and were actually incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement. In the event costs do not reach or exceed the maximum amount allowed in the settlement agreement, the difference will revert to the class members.

MY EXPERIENCE AND QUALIFICATIONS

44. 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.

45. 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 PAGA representative actions.

46. 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.

47. My current billing rate is $950.00 per hour, which is my usual hourly rate for 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 January 2, 2025].) 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 921–22.) Using the same method here and based on Class Counsel'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 2.5%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 13, 2024 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 13, 2025.) True and correct copies of the Los Angeles-Long Beach and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 18 years of experience, my Laffey Matrix rate with a 2.5% adjustment is $971.70 per hour ($948 Laffey Matrix rate + (2.5% x $948)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

48. I am experienced in prosecuting and defending employment matters, particularly class and PAGA 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 counties throughout California, 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 $650 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).

49. This experience is invaluable in assessing the reasonableness of settlements such as the one at issue here. From this experience, our firm, as Class Counsel, concluded that this lawsuit could not have been settled on better terms than provided under the present Settlement.

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

50. Allen Feghali is a 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.

51. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice has focused 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 and PAGA representative action practice.

52. 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, his Laffey Matrix rate with a 2.5% adjustment is $971.70 per hour ($948 Laffey Matrix rate + (2.5% x $948)). (*See* Exh. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of $900.00 per hour is reasonable.

53. 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), which is not currently scheduled for hearing.

(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 plaintiff's 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. Mar. 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 plaintiff 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.

54. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage and hour class and PAGA 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); *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).

HYUNJIN KIM'S EXPERIENCE AND QUALIFICATIONS

55. Hyunjin Kim is an associate attorney at Moon Law Group, PC since 2022. Ms. Kim represents employees in all aspects of employment litigation, including wage and hour 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.

56. Ms. Kim received her Bachelor of Science in Food Science and Nutrition from Seoul National University in South Korea and her Juris Doctorate from Georgetown University Law Center. Ms. Kim has been a member in good standing with the California State Bar since November 2022. Additionally, Ms. Kim is a member in good standing in the United States District Court for the Central District.

57. Ms. Kim's billing rate is currently $675 per hour, which is her usual hourly rate in wage and hour litigations. Based on Ms. Kim's 3 years of experience, her Laffey Matrix rate with a 2.5% adjustment is $484.83 per hour ($473 Laffey Matrix rate + (2.5% x $473)). (*See* Exh. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Kim's billing rate of $675.00 per hour is reasonable.

58. Ms. Kim's litigation experience includes, but is not limited to:

(a) Ms. Kim prepared the appellate supplemental brief for *Sanchez v. MC Painting*, in the Fourth Appellate District in the Court of Appeal of the State of California, No. D078817, on the issue of the enforceability of the defendant's arbitration agreement as to the plaintiff's PAGA claim, which has been under submission since December 2023.

(b) Ms. Kim prepared the class certification motion for *Perez v. CR Laurence Co. Inc.*, in the Los Angeles Superior Court Case No. 20STCV32484, which has been granted in part and denied in part in February 2024.

(c) Ms. Kim successfully remanded a case from the United States District Court for the Central District of California to the San Bernardino County Superior Court, Case No., CIVSB2132323.

59. Furthermore, a selection of settled class actions that have received preliminary and/or final settlement approval and PAGA-only approved settlements in which Ms. Kim assisted includes the following: *Alkaddomui v. Fremont Automotive Acquisition* (Alameda County No. RG21106760) ($137,500 for 240 aggrieved employees); *Arriaga v. Airline Tech Reps, LLC, et al.* (Los Angeles County No. 21STCV45061) ($550,000.00 for approx. 289 class members); *Avila v. QRM Corp. et al.* (San Diego County, No. 37-2022-00012692-CU-OE-CTL) ($400,000.00 for

approx. 150 class members); *Guerra v. Buffalo Spot 2 AZ, LLC, et al.* (Los Angeles County No. 22STCV16054) ($260,000.00 for approx. 615 class members); *Guillen v. Kerr Corporation* (Orange County, No. 30-2021-01217243-CU-OE-CXC) ($550,000.00 for 232 class members); *Herrera v. The Lloyd Pest Control Co.* (San Diego County No. 37-2018-0005210-CU-OE-CTL) ($150,000.00 for approx. 574 aggrieved employees); *Irons v. Sumitomo Electric Interconnect Products, Inc.* (San Diego County, No. 37-2021-00035431-CU-OE-CTL) ($825,000 for approx. 363 class members); *Martinez v. High Desert Auto Supply, Inc.* (San Bernardino County No. CIVSB2206780) ($450,000.00 for approx. 163 class members); *Phakhailathvone v. Orange Crush Athletics, et al.* (Sacramento County, No. 34-2021-00308178-CU-OE-GDS) ($400,000.00 for 1,333 class members); *Porter Brown v. Acrisure of California, LLC* (Orange County No. 30-2022-01276438-CU-OE-CXC) ($3,997,500.00 for approx. 1,185 class members); *Scott v. Polly's Inc., et al*. (Los Angeles County No. 21STCV09769) ($185,000.00 for approx. 1,853 aggrieved employees); *Vazquez v. St. Mar 2.0 Incorporated, et al.* (San Diego County No. 37-2021-00042702-CU-OE-CTL) ($2,250,000 for 3,003 class members); *Yaqub v. Spoelstra LLC* (San Bernardino County, No. CIVSB2132322) ($250,000.00 for 161 class members).

60. My office is qualified to handle this litigation because we are experienced in litigating Labor Code violations in both individual and class actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage and hour class actions in state and federal courts by way of motion for settlement approval. Including myself, Moon Law Group, PC is comprised of approximately thirty attorneys, all of whom are actively and continuously practicing employment litigation, representing almost entirely employee plaintiffs, in both individual and class actions, in this Superior Court, and other Superior Courts throughout the state, in the Court of Appeal, and in various federal courts. The attorneys at my firm have a high level of knowledge and experience in the areas of wage and hour class actions, and labor and employment law.

61. 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 included, without limitation, the following:

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

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

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

(d) Extensive "meet and confer" correspondence and discussions with Defendant's counsel regarding remand;

(e) Extensive "meet and confer" correspondence and discussions with Defendant's counsel to obtain relevant documents and information through informal discovery;

(f) Contacting witnesses;

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

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

(i) Attendance at mediation;

(j) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and attachments;

(k) Drafting and managing pleadings issues to streamline the approval process; and

(l) Preparation of the motion for preliminary approval.

62. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has been reached that includes a settlement payment by Defendant of $190,000.00 to compensate settlement Class Members for Defendant's wage and hour practices. I am informed and believe that, without the efforts of my office, the Labor Code and Wage Order violations alleged in the Complaint would have gone completely unremedied.

63. I do not believe that I have any conflicts of interest with the Class or with the Class Representative. I am not related to the Class Representative. I respectfully submit that I and Moon

Law Group, PC 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.

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 June 24, 2025, at Los Angeles, California.

____
Kane Moon

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los Angeles, California 90017. On **June 24, 2025**, I served the foregoing document described as:

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

X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Attorneys for Defendant

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASE ANYWHERE.** I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this**, June 24, 2025** at Los Angeles, California.

Ivette Hernandez	*/s/ Ivette Hernandez*
Type or Print Name	Signature