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

ERIKA HERNANDEZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

THE TACO STAND SAN DIEGO CORP., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 37-2024-00021722-CU-OE-CTL

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF KANE MOON IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND 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: October 16, 2026

Time: 10:15 a.m.

Dept.: C-66

Judge: Hon. Wendy M. Behan

Action Filed: May 10, 2024

Trial Date: Not set

I, KANE MOON, declare as follows:

CASE BACKGROUND AND PROCEDURAL HISTORY

4. Plaintiff's claim for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiff and others for off-the-clock work and failed to incorporate all remuneration into employees' regular rate of pay for purposes of paying overtime, meal premium, or sick pay. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work, Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-compliant breaks. Plaintiff further brings a claim for unreimbursed necessary business expenses based on allegations that Class Members were required to purchase black non-slip shoes and black pants as uniforms and use their personal cellphone for work purposes without reimbursement from Defendant. Finally, Plaintiff also brings derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

1 5. Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff
2 filed a class action on May 10, 2024, which alleges Defendant systematically: (1) failed to pay minimum
3 wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize
4 and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed to timely pay final
5 wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair
6 business practices.

7 6. Pursuant to PAGA, on May 5, 2024, Plaintiff gave written notice to the California Labor and
8 Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with certified mail
9 service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s PAGA Notice is
10 attached hereto as **Exhibit 2**. On July 9, 2024, Plaintiff timely filed a First Amended Class and Representative
11 Action Complaint to add a ninth cause of action for civil penalties under PAGA (the “Operative Complaint”).
12 In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently submitted to the LWDA a file-
13 stamped copy of the Operative Complaint containing the Court-assigned case number. To date, the
14 LWDA has not indicated its intent to investigate the alleged violations or intervene in this Action.

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

8 DISCOVERY AND INVESTIGATION

9 8. The Parties agreed to mediate this action with Lonnie Giamela, Esq., an experienced class and
10 PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
11 production of documents and information before mediation. Prior to mediation, Plaintiff obtained from
12 Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the
13 claims asserted in this action. Defendant produced a statistically sound sample of time and pay records for
14 approximately 75% of the putative Class, Plaintiff's personnel file and time and pay records, and Defendant's
15 written employment policies in effect during the Class Period. Defendant also provided information
16 regarding the estimated number of current and formerly employed Class Members, Aggrieved Employees,
17 and PAGA Pay Periods.

18 9. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information
19 Defendant provided, including the sample records and documents regarding Defendant's wage-and-hour
20 policies. Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage
21 analysis prior to the mediation. The sample time and pay records analyzed contained 28,914 actual shifts
22 worked (representing roughly 83% of total shifts in the Class Period), which allowed Plaintiff's expert to
23 prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual
24 investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses
25 asserted. Accordingly, Plaintiff's Counsel was able to evaluate the probability of class certification, success
26 on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff's
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1 and her Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed
2 them to act intelligently in negotiating the Settlement.

3 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

4 10. On December 17, 2025, the Parties participated in a full day of private mediation with Lonnie
5 Giamela, Esq. The negotiations were at arm's length and, although conducted in a professional manner, were
6 adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute,
7 but each side was also prepared to litigate their position through trial and appeal if a settlement had not been
8 reached. After a full discussion regarding the strengths and weaknesses of Plaintiff's claims and Defendant's
9 defenses and with the assistance of the mediator, the Parties reached a resolution, the material terms of which
10 are set out in the Settlement.

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

15 KEY TERMS OF SETTLEMENT

16 12. GSA and Funding: The Gross Settlement Amount ("GSA") is \$200,000.00, subject to potential
17 increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.0.) Defendant will separately
18 pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*) Defendant
19 will fully fund the GSA, together with all employer-side payroll taxes owed on the Wage Portion of
20 Individual Class Payments, by transmitting the funds to the Administrator within fourteen (14) calendar days
21 of the Effective Date. (*Id.* at ¶ 4.0.)

22 13. Escalator Clause: The Settlement provides an escalator clause under which should the number
23 of Workweeks increase by more than 10% of the original estimate of 8,400 (i.e., the total number of
24 Workweeks exceed 9,240), then Defendant may, at its election, opt to (a) increase the GSA in the exact
25 proportionate amount as to any additional Workweeks above 9,240, or (b) end the Class Period on the date
26 that the total Workweeks equals 9,240. (*Id.* at ¶ 7.0.)

1 14. Class Representative Service Payment: The Settlement includes a payment up to \$5,000.00
2 payable from the GSA, subject to the Court’s approval, to Plaintiff as the Class Representative, in addition
3 to the amount she is eligible to receive as a Class Member. (*Id.* at ¶¶ 1.14, 3.1.1.) This award is for her
4 services in support of the Action. (*Id.* at ¶ 1.14.) In the event the award finally approved is less, the difference
5 will revert to Participating Class Members. (*Id.* at ¶ 3.1.1.)

6 15. Class Counsel Fees and Expenses Payments: The Settlement permits a fee application not to
7 exceed one-third of the GSA (currently estimated to be \$66,666.67), for reasonable attorneys’ fees, plus
8 reimbursement for actual litigation costs not to exceed \$24,000.00, payable to Class Counsel from the GSA.
9 (*Id.* at ¶ 3.1.2.) In the event the amounts finally approved are less, the difference will revert to Participating
10 Class Members. (*Id.*) To date, my firm has incurred \$22,323.05 in actual litigation costs, and a true and
11 correct copy of a report showing current costs is attached hereto as **Exhibit 4**.

12 16. Administration Costs Payment: The Settlement provides an Administration Expenses Payment
13 to the Administrator, payable from the GSA, in an amount not to exceed \$6,550.00, except for a showing of
14 good cause and as approved by the Court. (*Id.* at ¶ 3.1.3.) In the event the amount of actual administration
15 costs is less and/or the amount approved by the Court is less than requested, the difference will be allocated
16 to the Net Settlement Amount. (*Id.*) The Parties jointly selected ILYM Group, Inc. (“ILYM”) as the neutral
17 entity to administer this Settlement. (*Id.* at ¶¶ 1.1, 6.0.) A true and correct copy of ILYM’s bid of \$6,550.00
18 is attached hereto as **Exhibit 5**.

19 17. Aggrieved Employees; PAGA Period: Aggrieved Employees is defined as all persons employed
20 by Defendant as hourly-paid or non-exempt employees in the State of California during the PAGA Period.
21 (*Id.* at ¶ 1.3.) For purposes of Settlement, the “PAGA Period” is May 5, 2023, through February 15, 2026.
22 (Settlement, ¶ 1.31.)

23 18. PAGA Penalties; Individual PAGA Payments: The Settlement allocates \$15,000.00 from the
24 GSA for settlement of the Released PAGA Claims, which will be distributed 75% (\$11,250.00) to the LWDA
25 and 25% (\$3,750.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiff’s claims.¹ (*Id.* at

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27 ¹ On July 1, 2024, new legislation was enacted to amend PAGA in several respects, including as to
28 the recovery split for civil penalties. (Stats. 2024, ch. 44 (Assem. Bill No. 2288), § 1, eff. Jul. 1, 2024.)

¶¶ 1.34, 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 **\$32.89** for each of the estimated 114 Aggrieved Employees (\$3,750.00 / 114), and a PAGA Pay Period value of roughly **\$0.56** for each of the 6,732 estimated Pay Periods in the PAGA Period (\$3,750.00 / 6,732).

19. Net Settlement Amount: After deducting the Class Representative Service Payment, 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* **\$82,783.33** for an estimated Class of **175 individuals**.²

20. Class Members/Period: The Settlement Class is defined as all persons employed by Defendant as hourly-paid or non-exempt employees in the State of California during the Class Period. (*Id.* at ¶ 1.4.) For purposes of Settlement, the “Class Period” is May 10, 2020, to February 15, 2026. (Settlement, ¶ 1.12.)

21. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks worked during the Class Period. (*Id.* at ¶ 3.1.3.1.) The estimated **\$82,783.33** Net Settlement Amount results in an average Individual Class Payment of roughly **\$473.05** for each of the estimated 175 Class Members (\$82,783.33 / 175),³ and a Workweek value of roughly **\$9.86** for each of the 8,400 estimated Workweeks in the Class Period (\$82,783.33 / 8,400).

As amended, PAGA now provides for a 65%-LWDA/35%-aggrieved employee split. (Lab. Code § 2699(m).) However, PAGA reform only applies to PAGA actions initiated on or after June 19, 2024. (*Id.* at § 2699(v)(1).)

² The Net Settlement Amount was calculated by deducting the following from the \$200,000.00 GSA: \$5,000.00 for the Class Representative Service Payment, up to \$6,550.00 for the Administration Expenses Payment, \$15,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$66,666.67 for the Class Counsel Fees Payment, and up to \$24,000.00 for the Class Counsel Expenses Payment. (Settlement, ¶¶ 3.1–3.1.4.)

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

1 22. Tax Allocations: Individual Class Payments will be allocated as 20% as wages and 80% as
2 penalties and interest for tax purposes. (*Id.* at ¶ 3.1.3.2.) Individual PAGA Payments will be allocated as
3 100% penalties for tax purposes. (*Id.* at ¶ 3.1.4.2.)

4 23. Disbursement and Uncashed Funds: Disbursement will occur no later than fourteen (14)
5 calendar days of completed funding. (*Id.* at ¶ 4.1.) Class Members will not need to submit any claim form as
6 a condition of receiving individual settlement payments. (*Id.* at ¶ 3.0.) Any funds remaining uncashed after
7 180 days from issuance will be transmitted to the California Controller’s Unclaimed Property Fund in the
8 name of each individual who failed to timely cash his or her check. (*Id.* at ¶¶ 4.1.1, 4.1.3.)

9 24. Released Class Claims by Participating Class Members: All Participating Class Members fully
10 and finally release and discharge the Released Parties from all claims, causes of action and factual or legal
11 theories that were alleged on behalf of Class Members in the Action, or reasonably could have been alleged
12 based on the facts and legal theories contained in the First Amended Complaint (“Operative Complaint”).
13 (*Id.* at ¶ 5.1.) The release will be as to the Released Parties (collectively, the “Released Class Claims”). (*Id.*)

14 25. Released PAGA Claims by PAGA Members and LWDA: The State of California, by and
15 through the LWDA, and anyone purporting to act on its behalf, will release all claims for civil penalties under
16 PAGA, based on the facts and Labor Code sections that were alleged or reasonably could have been alleged
17 in Plaintiff’s PAGA letter and the Operative Complaint. The release will be as to the Released Parties
18 (collectively, the “Released PAGA Claims”). (*Id.* at ¶ 5.2.)

19 26. Plaintiff’s Section 1542 Release: Under the Settlement, Plaintiff has agreed to a general release
20 of any and all claims related to her employment, including all claims alleged in the Action, and release of
21 rights pursuant to California Civil Code section 1542. (*Id.* at ¶¶ 5.0., 5.0.1.)

22 27. Effective Date of Release: The release of all claims will be effective only upon Defendant’s
23 funding of the entire GSA and all employer payroll taxes owed on the Wage Portions of the Individual
24 Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees. (*Id.* at ¶ 5.)

25 28. Released Parties: Defendant, and any past and present predecessor, successor, subsidiary,
26 parent, affiliated or related entity, and each of their owners, managerial employees, agents, directors, and/or
27 officers. (*Id.* at ¶ 1.40.)
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1 29. Class Notice; Disputes, Requests for Exclusion, Objections: No later than fourteen (14) calendar
2 days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified
3 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in English and
4 Spanish. (*Id.* at ¶ 6.3.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of
5 the Settlement, the approximate amounts of attorneys’ fees, costs, PAGA Penalties, and service award being
6 sought, an explanation of how the individual payments are calculated, the Final Approval Hearing
7 information, the procedure for disputing the number of Workweeks and/or Pay Periods credited to each
8 Class Members, and how Class Members may, should they choose, opt-out or otherwise object to the
9 Settlement. (*Id.* at ¶¶ 6.3–6.5, Ex. A.)

10 30. No Related Actions: To the best of my knowledge, there is no other pending litigation involving
11 similar claims against Defendant that may be impacted by approval of the Settlement at issue, nor has
12 Defendant pointed to any.

13 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

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

22 32. Based on Plaintiff’s Counsel’s review of the time, payroll, and additional data provided by
23 Defendant, on Plaintiff’s expert’s analysis of the sample records provided by Defendant, and on information
24 from Plaintiff, Plaintiff’s Counsel evaluated the estimated maximum and risk-adjusted exposure that
25 Defendant faced. Based on a review of Defendant’s records, it is estimated that there are approximately 175
26 Class Members who collectively worked 8,400 Workweeks during the Class Period. (Settlement, ¶ 7.) There
27 are also an estimated 114 Aggrieved Employees who collectively worked 6,732 PAGA Pay Periods during
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the PAGA Period. Additionally, there are an estimated 125 former employees falling within the three-year statute of limitations (“SOL”) period for waiting time penalties, that Class Members’ average hourly rate was \$18.27, and that the average regular hourly rate was \$18.50.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	8,400 Workweeks	\$18.50 average regular rate	Based on Expert Analysis of Records	\$2,054.00*
Unpaid Wages (Off the Clock)	8,400 Workweeks	\$18.27 average hourly rate	2,898 net unpaid hours (assuming 5 minutes per shift) (31.5% overtime)	\$9,192.83**
Meal Period Violations	8,400 Workweeks	\$18.27 average hourly rate	8,145 unique meal break violations	\$37,202.29*
Rest Period Violations	8,400 Workweeks	\$18.27 average hourly rate	34,114 rest break violations (assuming 100% break violations for shifts of at least 3.5 hours)	\$93,489.42**
Unreimbursed Business Expenses Violations	8,400 Workweeks	\$30.00 per month	Assumes \$30.00 per Class Member	\$787.50**
Labor Code § 203	Based on approx. 125 terminated employees within the 3-year SOL	\$18.27 average hourly rate / 30-day max.	Assumes 7.3 hours / day	\$25,017.40**
Labor Code § 226	Based on approx. 114 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 6,732 pay periods within the 1-year SOL	\$22,800.00**

PAGA	Based on 6,732 pay periods within the 1-year SOL	\$100 per pay period	Based on 6,732 pay periods within the 1-year SOL	\$33,660.00**
Total				\$224,203.43
* 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 15% probability of prevailing at class certification and on the merits *** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits. ⁴				

33. Plaintiff's unpaid wages claim is based on allegations that Defendant failed to incorporate all remuneration, including certain bonuses, into Class Members' regular rate of pay for purposes of calculating overtime and meal period premiums. Specifically, Plaintiff contends that Defendant paid additional compensation, including bonuses tied to health inspection results and other non-discretionary bonus payments made during the year, but did not consistently factor those payments into the regular rate. Plaintiff's records include examples in which a bonus was paid during the same pay period, yet overtime and meal period premiums were not calculated using an adjusted regular rate. As a result, Plaintiff's expert estimated a maximum exposure of \$8,216.00. However, Defendant argues bonuses were discretionary, and therefore Defendant was not required to incorporate those payments into the regular rate. Additionally, to the extent Defendant failed to incorporate any additional remuneration into the regular rate, which Defendant disputes, such alleged failure resulted in minimal exposure as only 1.4% of pay periods included overtime pay and additional compensation, 0.1% of pay periods included sick pay and additional compensation, and 3.3% of pay periods included meal break premiums and additional compensation. Due to the lack of written policies regarding criteria for bonus payments and Defendant's *de minimis* exposure, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Therefore, I applied a 75%

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

1 discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of \$2,054.00**
2 **for the regular rate claim.**

3 34. Plaintiff's unpaid wages claim is also based on allegations that Defendant did not compensate
4 Plaintiff and other PCMs for off-the-clock work. Plaintiff alleges that, in her role as an assistant manager,
5 she spent approximately 10 to 15 minutes each day communicating with other PCMs regarding work-related
6 issues by phone or text outside recorded time. Plaintiff further alleges that, approximately two to three times
7 per week, she traveled to the bank or grocery store to obtain supplies for the restaurant before or outside her
8 shift at the direction of management. In addition, Plaintiff alleges that she and other Class Members
9 experienced delays when clocking in and out due to limited or nonfunctioning timekeeping devices, resulting
10 in additional uncompensated waiting time. Therefore, Plaintiff's Counsel estimated Class Members spent
11 an average 5 minutes off the clock per shift. Accordingly, Plaintiff's Counsel and data expert estimated
12 Defendant failed to pay Class Members for approximately 2,898 hours, 31.5% of which should have
13 been paid at the overtime rate. From this, and in light of the average rates of the Class Members,
14 Defendant's estimated maximum potential liability is \$61,285.53. Defendant contends that all time worked
15 was compensated, that the time spent waiting to clock in and out of work was *de minimis*, that Class Members
16 were not permitted to work off-the-clock, and that this claim is highly individualized and not susceptible to
17 class-wide treatment. I acknowledge that "off-the-clock" claims are difficult to be tried on a class wide basis
18 because there is no apparatus that can be used to prove this claim—there are no records to be used as
19 evidence. In light of these defenses, and for purposes of settlement, I discounted the maximum potential
20 liability by 85%. **Plaintiff's realistic recovery estimate for the unpaid wages claim due to off-the-clock**
21 **work is therefore \$9,192.83.**

22 35. Plaintiff's meal period claim is based on allegations that Defendant did not maintain meal period
23 practices that consistently allowed Plaintiff and other PCMs to take timely, uninterrupted meal periods.
24 Plaintiff alleges that meal periods were often taken after the fifth hour of work depending on business
25 demands, that on some occasions no meal period was taken, and that there were instances in which employees
26 clocked out for a meal period but continued working due to workload and staffing levels. Plaintiff further
27 alleges that meal period times were sometimes adjusted after the fact, while in other instances a meal period
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1 premium was paid. The sample of time and corresponding payroll records for the putative Class indicated
2 that Defendant either failed to provide a meal period or provided a short and/or untimely meal period 8,145
3 times throughout the Class Period, resulting in a 14.9% violation rate. Plaintiff's Counsel and its data expert
4 then calculated that, in light of these violations and the average hourly rate of the putative Class, that
5 Defendant had a potential liability of \$148,809.15 (8,145 unique violations x \$18.27 avg. hourly rate).
6 Defendant nonetheless contends that many meal breaks were taken and, where a violation appears, it was a
7 result of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the fifth
8 hour, or to stop his or her break early to return to work. Moreover, certification and proof of this claim would
9 require declarations from Class Members and obtaining such declarations potentially would reveal that each
10 Class Member had a different experience with respect to meal periods. In light of these defenses, and for
11 purposes of settlement, Plaintiff's Counsel believe it reasonable to apply a 75% discount to the potential
12 liability. **Plaintiff's realistic recovery estimate for the meal period claim is therefore \$37,202.29.**

13 36. The rest break claim is based on the allegation that Defendant did not provide or maintain
14 sufficient rest break practices, such that Class Members were regularly required to work in excess of four
15 consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute,
16 continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest
17 break violations could not be calculated since Defendant neither documented, nor is required to document,
18 when Class Members took their required rest breaks. Therefore, in preparation for mediation, Plaintiff's
19 Counsel assumed a 100% violation rate for shifts of at least to 3.5 hours in length and, based on the average
20 hourly rate of the putative Class, calculated Defendant's potential liability to be \$623,262.78 (34,114 unique
21 rest break violations x \$18.27 per hour). Defendant nonetheless contends rest periods do not have to be
22 recorded, that Class Members voluntarily chose to forego some rest breaks and, significant for purposes of
23 class certification, that this claim is individualized in nature and therefore would require declarations
24 indicating the majority of Class Members experienced issues as to rest breaks. In light of these defenses,
25 and for purposes of settlement, I discounted Defendant's potential liability by 85%. **Plaintiff's realistic**
26 **recovery estimate for the rest break claim is therefore \$93,489.42.**

27 37. The unreimbursed business expenses claim is based on allegations that Defendant did not
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1 reimburse Plaintiff and other PCMs for expenses incurred in the discharge of their duties, including the
2 purchase of required work attire and the use of personal cellphones for work purposes. Plaintiff alleges that
3 employees were required to wear black nonslip shoes and black pants without reimbursement, and that shoes
4 were replaced periodically at an average cost of approximately \$50.00. Plaintiff further alleges that
5 employees used their personal cellphones for work related tasks without reimbursement. For purposes of
6 analysis, Plaintiff assumed approximately \$30.00 in unreimbursed expenses per employee. Therefore, in
7 preparation for mediation, Plaintiff's Counsel estimated Defendant owed approximately \$30.00 to each Class
8 Member in the statutory period and that Defendant's potential liability is \$5,250.00. Defendant contends it
9 complied with all its reimbursement obligations, that it provided Class Members with necessary tools, that
10 cellphone use was not required for work, and further, that the reimbursement claim would be difficult to
11 certify, given the individualistic nature of this claim. In light of these defenses, and for purposes of settlement,
12 I discounted Defendant's potential liability by 85%. **Plaintiff's realistic recovery estimate for the**
13 **unreimbursed expenses claim is therefore \$787.50.**

14 38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates
15 Defendant's maximum potential recovery, prior to risk-adjustment, is \$1,629,548.00, which breaks down as
16 follows: **\$500,348.00** for waiting time penalties for approximately 125 terminated Class Members in the 3-
17 year SOL; a **\$456,000.00** penalty for inaccurate wage statements based on approximately 114 Class Members
18 in the 1-year SOL; and **\$673,200.00** for PAGA penalties based on 6,732 Pay Periods and the Court assessing
19 a \$100.00 penalty for each pay period containing a violation. However, I believe it would be unrealistic to
20 expect the Court to award the full exposure amount given the discretionary nature of awarding penalties and
21 given Defendant's defenses, including without limitation, that any failure to pay all final wages at the time
22 of separation was not willful or intentional and that to the extent Plaintiff received wage statements that were
23 allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand the
24 individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise
25 significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore, considering
26 the underlying wage claims are realistically estimated to be \$108,236.12, awarding such a disproportional
27 amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount
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1 to each penalty (resulting in **\$25,017.40** for waiting time penalties, **\$22,800.00** for inaccurate wage statement
2 penalties, and **\$33,660.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate of**
3 **\$81,477.40 for statutory and civil penalties.**

4 39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all**
5 **claims, including penalties, is \$224,203.43.** This means **the \$200,000.00 gross settlement figure**
6 **represents roughly 89% of the total realistic recovery.** This is an excellent result for the Class, particularly
7 because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of
8 not being able to recover anything.

9 40. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies
10 PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved
11 Employees with genuine and meaningful relief, on the other. As a result of this litigation, Defendant has
12 had to hire legal counsel, engage in informal class-wide discovery, and participate in mediation.
13 Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming final
14 settlement approval is granted. (Settlement, ¶ 3.1.4.) Not including its own attorneys' fees and costs as
15 well as the employer's share of payroll taxes, Defendant will pay no less than \$200,000.00 to resolve
16 this matter—of which \$15,000.00 is allocated toward the PAGA claims and will be distributed, in
17 compliance with Labor Code section 2699 as 75% (\$11,250.00) to the LWDA and 25% (\$3,750.00) to
18 Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved
19 Employees from pursuing any individual claims they may have against Defendant or the other Released
20 Parties. Moreover, Plaintiff's Counsel are of the opinion that because the issues here are fairly contested,
21 there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits
22 due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go
23 to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

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

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

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

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

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

13 THE REPRESENTATIVE PAYMENT TO PLAINTIFF IS REASONABLE

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

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

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

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

15 MY EXPERIENCE AND QUALIFICATIONS

16 50. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law
17 School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an
18 Active Member in good standing continuously since then. I have been selected to Super Lawyers each year
19 from 2019 to 2025.

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

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

1 53. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage-and-hour
2 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
3 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
4 <http://www.laffeymatrix.com/see.html> [last visited April 30, 2026].) The Laffey Matrix is a “well-
5 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
6 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
7 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
8 upwards based on “locality pay differentials” and the location of counsel’s office in California to determine
9 whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey
10 Matrix rate based on an approximate difference of 9% between the locality pay differential of the District
11 of Columbia and San Francisco, California, where counsel’s office was located].) To determine the locality
12 pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the
13 federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm’s location in Los
14 Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the
15 locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a
16 difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA,
17 Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective
18 January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-
19 Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on
20 my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is \$1,044.78
21 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (Ex. 6.) Accordingly, my current billing rate of
22 \$950.00 per hour is reasonable.

23 54. I am experienced in prosecuting and defending employment matters, particularly class actions
24 and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour,
25 and working conditions violations. In addition to the present case, I am also class counsel for other wage-
26 and-hour class action lawsuits pending in various California counties, including in state and federal courts.
27 The following is a list of some of our recent class action settlements that have received preliminary and final
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1 approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel);
2 *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel);
3 *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v.*
4 *Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart*
5 *Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC
6 No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No.
7 PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No.
8 BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC*
9 (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650;
10 lead counsel) (in approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show
11 that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current
12 rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No.
13 BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-
14 2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC
15 No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137)
16 (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29)
17 (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size
18 approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class
19 size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260;
20 lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead
21 counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865)
22 (class size 435; lead counsel).

23 ALLEN FEGHALI’S EXPERIENCE AND QUALIFICATIONS

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

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

8 57. Mr. Feghali’s current billing rate is \$900.00 per hour, which is his usual hourly rate in wage and
9 hour litigations. Based on Mr. Feghali’s 11+ years of experience out of law school, his Laffey Matrix rate
10 with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (See Ex.
11 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali’s billing rate of
12 \$900.00 per hour is reasonable.

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

- 16 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath*
17 *Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on
18 all causes of action following contested briefing in a wage-and-hour class action.
- 19 (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
20 *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken
21 under submission by the Court on February 3, 2022.
- 22 (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
23 *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- 24 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
25 motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No. 19STCV44400),
26 which was granted in part and denied in part in October 2022.
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- 1 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade*
2 *v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP (RAOx)) 2020 WL
3 1934954, where defendant removed a wage-and-hour class alleging that Plaintiffs' claims
4 were pre-empted by the Labor Management Relations Act.
- 5 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A.,*
6 *Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There, the Court
7 of Appeal reversed a dismissal of an individual defendant following the trial court's granting
8 of a demurrer without leave to amend relating to alter ego allegations.
- 9 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v.*
10 *Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-MRWx)
11 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a
12 "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the
13 individual defendant, who was alleged to have harassed the Plaintiffs under FEHA, was a
14 proper defendant.
- 15 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for
16 \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has
17 resolved or assisted in the resolution of approximately 100 cases which has resulted in millions
18 of dollars of unpaid wages being returned to low-wage employees.
- 19 (i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
20 motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which
21 was granted, in part, and denied, in part, in February 2024.

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

15 MARIAM GHAZARYAN’S EXPERIENCE AND QUALIFICATIONS

16 60. Mariam Ghazaryan received a Bachelor of Arts in Political Science and a minor in
17 International Studies from the University of California, Irvine in 2017, and a Juris Doctorate from
18 Southwestern Law School in 2021. In law school, Ms. Ghazaryan served as a Judicial Extern for
19 the Honorable Michael R. Amerian of the Los Angeles County Superior Court and Articles Editor
20 of the Southwestern Journal of International Law. Ms. Ghazaryan was published in the
21 Southwestern Journal of International Law, Volume 21, No.1, 2021.

22 61. Ms. Ghazaryan became an Active Member of the State Bar of California in November 2021
23 and has been an Active Member in good standing continuously since. Ms. Ghazaryan is also a member in
24 good standing with the United States District Court for the Central, Eastern, Southern, and Northern Districts
25 and was selected by Super Lawyers as a “Southern California Rising Star” in 2024.

26 62. Ms. Ghazaryan is an attorney at Moon Law Group, P.C. and represents employees in all aspects
27 of employment litigation, including wage-and-hour class and representative actions involving claims related
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1 to overtime and minimum wages, meal and rest break violations, improper wage statements, the California
2 Private Attorneys General Act, and unfair business practices.

3 63. Ms. Ghazaryan's current billing rate is \$700.00 per hour, which is her usual hourly rate in wage
4 and hour litigations. Based on Ms. Ghazaryan's nearly 5 years of experience, her Laffey Matrix rate with a
5 2.53% adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x \$625)). As compared to the
6 Laffey Matrix rate and when considering her experience, Ms. Ghazaryan's billing rate of \$700.00 per hour
7 is reasonable. During her tenure with Moon Law Group, P.C., Ms. Ghazaryan has played a critical role in
8 obtaining outstanding results for employees who have been wronged by their employers. Ms. Ghazaryan has
9 been involved in all aspects of complex litigation, including assisting in class certification motions in the
10 following cases:

- 11 (a) *Duran v. Sun Valley Group* [certification was granted on multiple wage and hour claims
12 against Sun Valley Group];
13 (b) *Beard v. SMS Transportation* [certification was granted for a rest break claim against SMS
14 Transportation. Rest break claims are notably difficult to certify];
15 (c) *Evans v. Downtown Women's Center* [certification was granted for a regular rate claim
16 against Downtown Women's Center].

17 64. From November 2021 to the present, Ms. Ghazaryan has participated in the litigation and/or
18 resolution of approximately ninety wage-and-hour class and/or representative actions, including successfully
19 moving the Court for preliminary and final approval of settlements on the first attempt.

20 MITCHELL H. MILLET'S EXPERIENCE AND QUALIFICATIONS

21 65. Mitchell H. Millet received a Bachelor of Arts in Philosophy and a minor in Business
22 Law from the University of Southern California in 2018, and a Juris Doctorate from Loyola Law
23 School, Los Angeles, in 2022.

24 66. Mr. Millet has been an active member in good standing of the State Bar of California
25 since October 2024. Mr. Millet is also a member in good standing with the United States District
26 Court for the Southern, Central, and Eastern Districts of California.

27 67. Mr. Millet is an associate attorney at Moon Law Group, P.C., and he represents
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employees in employment litigation, including wage-and-hour class and representative actions involving claims related to violations of the California Labor Code and pursuant to the California Private Attorneys General Act.

68. Mr. Millet's current billing rate is \$450.00 per hour, which is his usual hourly rate in wage and hour litigation matters. Based on Mr. Millet's 4 years of experience out of law school, his Laffey Matrix rate with a 2.53% adjustment is \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x \$625)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Millet's billing rate of \$450.00 per hour is reasonable.

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

71. The foregoing experience of myself and other attorneys of Moon Law Group, PC is helpful in

1 assessing the reasonableness of settlements, such as the one at issue here, and from this experience we
2 concluded that this litigation could not have been settled on better terms than provided under the Settlement.

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

8 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

9 73. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-
10 third of the Gross Settlement Amount (i.e., \$66,666.67), and litigation costs up to \$24,000.00. (Settlement, ¶
11 3.1.2.) The proposed award of attorneys' fees can be justified under either the lodestar method or the
12 percentage/common-fund recovery method. however, we base the proposed fees award on the percentage
13 method, as many of the entries in the time records will have to be redacted to preserve attorney-client and
14 attorney work product privileges.

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

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

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

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

12 78. As of the drafting of this motion, my office has incurred \$22,323.05 in expenses litigating this
13 action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably
14 necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs
15 are below the maximum amount allowed under the Settlement, the difference will revert to Participating
16 Class Members. (*Id.* at ¶ 3.1.2.) Therefore, our costs should be reimbursed in full.

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

- 20 (a) Numerous interviews with Plaintiff and review of documents provided by her;
- 21 (b) Legal research and investigation regarding Defendant's business and employment practices
22 at numerous points in the litigation;
- 23 (c) Preparation and submission of Plaintiff's PAGA notice;
- 24 (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint
25 and subsequent first amended complaint;
- 26
- 27
- 28

- (e) Extensive “meet and confer” correspondence and discussions with Defense Counsel regarding mediation and to obtain relevant documents and information through informal discovery;
- (f) Research and preparation of Plaintiff’s mediation brief;
- (g) Analysis of the discovery production and preparation of a damages model with the aid of a statistics expert;
- (h) Attendance and active participation at a full day of mediation;
- (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- (j) Preparation of the motion for preliminary approval and the accompanying filings;
- (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;
- (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;
- (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and
- (o) Anticipated responding to Class Member inquiries and communicating with Plaintiff regarding the case.

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

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on April 30, 2026, at Los Angeles, California.

Kane Moon