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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

JUAN JARDON, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

GOLDEN SPECIALTY FOODS, LLC; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 24STCV15717

[Assigned for all purposes to: Hon. William F.
Highberger, Dept. SSC-10]

**DECLARATION OF KANE MOON IN
SUPPORT OF MOTION FOR APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

[Filed with (1) Plaintiff's Notice of Motion and
Motion for Preliminary Approval of Settlement, (2)
the Declaration of Plaintiff, (3) the Declaration of
Sean Hartranft, and (4) [Proposed] Preliminary
Approval Order]

PRELIMINARY APPROVAL HEARING:

Date: December 15, 2025

Time: 3:30 p.m.

Dept.: 10

Action filed: June 24, 2024

Trial date: Not set

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1. I am an attorney at law duly licensed to practice as such before all the Courts of the State of California and am one of the attorneys of record for Plaintiff Juan Jardon (“Plaintiff”). I have personal knowledge of the facts set forth in this declaration and if called as a witness, I could and would testify competently to them under oath.
2. This declaration is submitted in support of Plaintiff’s concurrently filed Motion for Preliminary Approval of Class and Representative Action Settlement. Plaintiff seeks approval of a Class and Representative Action Settlement Agreement (“Settlement”) entered into with Defendant Golden Specialty Foods, LLC (“Defendant”) (together with Plaintiff, the “Parties”). A true and correct copy of the Settlement is attached hereto as **Exhibit 1**. Exhibit A to the Settlement is the proposed *Court-Approved Notice of Class and Representative Action Settlement* to be mailed to Class Members following preliminary approval.
3. This is a wage-and-hour class and representative action for alleged violations of the Labor Code and Business and Professions Code and claims for civil penalties pursuant to the Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff brought this action on behalf of the State of California, himself, and all other hourly-paid, non-exempt employees who are or were directly employed by Defendant and who worked for Defendant in California in the statutory period (“Class Members”).

4. Defendant is producer of organic foods and other food products with its principal place of business in Norwalk, CA. Plaintiff worked for Defendant as a cook from approximately January 2010 until April 2024. Throughout his employment, Plaintiff was classified as non-exempt and paid on an hourly basis. Plaintiff was regularly scheduled to work 5 days per week, and he regularly worked roughly 9 hours per day. Plaintiff contends he and other Class Members were subjected to the same or similar unlawful labor practices during their employment by Defendant, including failure to pay all wages.

5. Plaintiff's claims for unpaid wages stem from allegations of Defendant's failure to pay for all hours worked, including off-the-clock ("OTC") time related to timekeeping and donning/doffing uniforms. Plaintiff's meal and rest period claims are based on allegations that due to the demands of work, employees occasionally experienced missed, untimely, or interrupted meals and breaks, and that Defendant failed to

1 provide any premiums for non-compliant meals and rest breaks. Plaintiff further alleges he and other Clas
2 Members were not reimbursed for all necessary and/or reasonable business expenses incurred in direct
3 consequence of their job duties, including uniform maintenance/laundrying. Plaintiff further alleges he and
4 other Class Members did not receive all wages owed at the time of termination nor their accurate itemized
5 wage statements during employment due to Defendant's failure to pay all wages and premiums owed during
6 employment. Accordingly, Plaintiff also brings derivative claims for unfair business practices and civil
7 penalties under PAGA.

8 6. Because of the foregoing alleged Labor Code violations, Plaintiff filed a Class Action Complaint
9 on June 24, 2024, alleging Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay
10 overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest breaks, (5)
11 failed to indemnify necessary business expenses, (6) failed to timely pay final wages at termination, (7) failed
12 to provide accurate itemized wage statements, and (8) engaged in unfair business practices.

13 7. Pursuant to Labor Code section 2699.3, on June 23, 2024, Plaintiff submitted a PAGA Notice
14 of the alleged Labor Code violations to the California Labor and Workforce Development Agency (the
15 "LWDA"), with certified mail service on Defendant, and paid the required filing fee. A true and correct copy
16 of Plaintiff's PAGA Notice is attached hereto as **Exhibit 2**. The administrative exhaustion period under
17 PAGA expired without the LWDA indicating any intent to investigate the allegations. On August 28, 2024,
18 Plaintiff timely filed a First Amended Class and Representative Action Complaint to allege a ninth cause of
19 action for civil penalties under PAGA. Accordingly, Plaintiff is duly authorized to act as a private attorney
20 general with respect to the PAGA claims involved in this action.

21 8. In compliance with Labor Code section 2699(s)(1), Plaintiff timely submitted to the LWDA a
22 file-stamped copy of the amended complaint containing the Court-assigned case number. To date, the
23 LWDA has not sought to intervene in this action.

24 9. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations.
25 Defendant vigorously claims that it has ensured its wage-and-hour policies were in compliance following a
26 prior class action filed against it in 2021. Defendant contends that all time worked was properly compensated,
27 that employees were not permitted to work OTC, that donning/doffing was required to be done on-the-clock,
28 and that any time actually spent waiting to clock-in for shifts or donning/doffing uniforms OTC was *de*

1 *minimis*. Defendant maintains all employees were provided the opportunity to take all their code-compliant
2 meal and rest breaks and that missed meals or breaks, if any, were solely the result of employees' voluntary
3 choice to waive their rights. As for business expenses, Defendant maintains employees were informed of
4 Defendant's expense reimbursement policy, that it reimbursed employees for any and all business expenses
5 if employees submitted a reimbursement request, and that uniform maintenance was not a reasonably
6 necessary expense as employees could wash uniforms with their regular wash. To the extent employees
7 received wage statements that were inaccurate, Defendant argues penalties are not warranted because
8 employees suffered no actual damage or harm as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal.
9 Feb. 19, 2013) No. C 12–05860 CRB, 2013 WL 622032, at *10 [“A plaintiff must adequately plead an injury
10 arising from an employer's failure to provide full and accurate wage statements, and the omission of the
11 required information alone is not sufficient.”].) Additionally, Defendant alleges its good-faith belief that it
12 paid all wages precludes the imposition of waiting time penalties because Plaintiff would be unable to show
13 Defendant's alleged conduct was done willfully or knowingly. (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal.
14 June 14, 2012) No. ED CV 11–298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendant
15 claims it did not engage in any unfair business practices and denies liability under PAGA. Defendant also
16 maintains the claims are not susceptible to proof on a representative basis or class-wide treatment because of
17 the individualized and varying nature of each employee's experience, making this matter unmanageable.
18 Defendant further maintains that like Plaintiff, other employees are subject to arbitration agreements
19 containing class action waivers. Finally, Defendant claims that pursuant to PAGA reform: (1) any award
20 for PAGA penalties would be subject to a 50% reduction for issuance of weekly pay periods under Labor
21 Code section 2699(o); and (2) that any PAGA award would be subject to a 15% reduction and a further
22 30% reduction under Labor Code sections 2699(g) and 2699(h), respectively, because Defendant
23 implemented “reasonable steps” to ensure Labor Code compliance both prior to and following service of
24 Plaintiff's PAGA notice, including a reminder memorandum regarding Defendant's wage-and-hour
25 policies that was acknowledged by employees and a rollout of weekly certification forms regarding hours
26 worked and meal/rest periods. (*See* Lab. Code §§ 2699(g), (h).)

27 10. After the Class Action Complaint was filed, Defendant produced a copy of an arbitration
28 agreement signed by Plaintiff, which did not explicitly permit arbitration on a class-wide basis. After

1 reviewing the document, Plaintiff's Counsel determined it would likely be enforced if Plaintiff opposed
2 individual arbitration. Plaintiff's Counsel also determined the class action waiver would likely be found
3 enforceable under *Epic Systems Corp. v. Lewis* (2018) 138 S.Ct. 1612. The Parties met and conferred
4 regarding the foregoing and agreed to proceed with litigation on a PAGA-only basis and regarding
5 Plaintiff's individual claims. Accordingly, Plaintiff filed a Request for Dismissal of Class Action Claims
6 Without Prejudice, which the Court granted by way of an order entered on September 9, 2024.

7 11. For purposes of settlement, the Parties stipulated to filing an amended complaint to re-allege
8 Plaintiff's class action claims and to submitting an amended PAGA notice to set forth all claims in the
9 Settlement's Released PAGA Claims. (Settlement, ¶ 13.1.) On October 1, 2025, Plaintiff submitted an
10 Amended PAGA Notice to the LWDA, with certified mail service on Defendant.¹ A true and correct copy
11 of Plaintiff's Amended PAGA Notice is attached hereto as **Exhibit 3**. On October 3, 2025, the Court granted
12 Plaintiff leave to file a Second Amended Class and Representative Action Complaint (the "Operative
13 Complaint"). On October 8, 2025, Plaintiff filed the Operative Complaint. In compliance with Labor Code
14 section 2699(s)(1), Plaintiff timely submitted to the LWDA a file-stamped copy of the Operative Complaint.

15 DISCOVERY AND INVESTIGATION

16 12. The Parties agreed to attend mediation subject to an informal exchange of discovery, and
17 they scheduled mediation for December 4, 2024. In preparation for mediation, Defendant provided
18 information showing the number of employees in the statutory period for PAGA was small. The Parties
19 agreed the small number of employees did not warrant mediation costs, and thus canceled mediation and
20 continued settlement negotiations.

21 13. Defendant produced, through informal yet extensive discovery, Plaintiff's personnel file, all
22 time and pay records for Plaintiff and 14 other employees (15 total) in the PAGA period, as well as the
23 employee handbook and other written policies in effect during the statutory period. This discovery
24 confirmed Defendant issued pay periods on a weekly basis. Defendant also claimed that because it had

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26
27 ¹ The administrative exhaustion period under PAGA on Plaintiff's Amended PAGA Notice will expire
28 after November 30, 2025. (Lab. Code § 2699.3(a)(2)(A) [providing the LWDA shall provide notice of intent
to investigate "within 60 calendar days of the postmark date of the notice"].) Plaintiff does not anticipate any
notice from the LWDA of the agency's intent to investigate the allegations.

1 implemented various “reasonable steps” to ensure Labor Code compliance both prior to and following
2 service of Plaintiff’s PAGA notice, any award for PAGA penalties would be subject to a 15% reduction
3 and a further 30% reduction under Labor Code sections 2699(g) and 2699(h), respectively. (*See* Lab.
4 Code §§ 2699(g), (h).) In response to Plaintiff’s Counsel’s request for records evidencing “reasonable
5 steps” taken under PAGA, Defendant produced records showing certification forms are provided to
6 employees each week whereby employees could certify, among other items, whether they experienced
7 any OTC work or meal/rest break issues. Defendant also produced a payroll correction form whereby
8 employees can report any additional hours worked. Defendant further produced a memorandum that
9 Defendant claims was physically provided to all non-exempt employees following Plaintiff’s PAGA
10 notice, which reminded employees of Defendant’s wage-and-hour policies, and Defendant also produced
11 exemplar acknowledgments of receipt that were signed by employees.

12 14. Plaintiff’s Counsel reviewed all the foregoing discovery in depth, including all time/pay records
13 produced, and analyzed the discovery in conjunction with information provided by Plaintiff. Plaintiff’s
14 Counsel also retained an expert to analyze the time/pay data and prepare a damage analysis. Defendant
15 estimates there are 24 Settlement Class Members, thus the time/pay records Defendant produced for 15
16 employees represents roughly 63% of the Class (15 / 24). This sampling allowed Plaintiff’s expert to
17 prepare a damages analysis with a high degree of certainty. Further, Plaintiff’s Counsel investigated the
18 applicable law regarding the claims and defenses asserted in this action, including the impact of PAGA
19 reform, as well as the prior class action settlement against Defendant. Plaintiff’s Counsel were thereby able
20 to meaningfully evaluate the probability of success on the merits and Defendant’s estimated monetary
21 exposure. In sum, Plaintiff and his Counsel’s familiarity with the facts of the case and the legal issues involved
22 allowed them to act intelligently in negotiating the proposed Settlement at issue.

23 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

24 15. The negotiations were at arm’s length and although conducted in a professional manner, were
25 adversarial. Both sides were willing to explore the potential for a settlement of the dispute, but they were also
26 prepared to litigate their position through trial and appeal if a settlement had not been reached. Negotiations
27 were protracted over a period of several months, with extended discussions and instances in which it appeared
28 the Parties would not reach any resolution. Following a full discussion of the strengths and weaknesses of the

1 claims and defenses, the Parties ultimately reached a resolution, the material terms of which are encompassed
2 within the proposed Settlement.

3 16. In reaching a resolution, Plaintiff and his Counsel recognize that the issues presented in this
4 action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that
5 further litigation will lead to inconvenience, distraction, disruption, delay, and expense disproportionate
6 to the potential benefits of litigation. Plaintiff and his Counsel also considered the risk and uncertainty of
7 the outcome inherent in any litigation when determining whether this Settlement was the correct option.
8 In all, Plaintiff and his Counsel believe the Settlement is in the best interests of the Class and the LWDA.

9 17. In compliance with Labor Code section 2699(s)(2), Plaintiff's Counsel have submitted notice of
10 settlement and a copy of the Settlement to the LWDA along with a copy of Plaintiff's motion for preliminary
11 approval and the hearing date and time on Plaintiff's motion. A true and correct copy of the LWDA's email
12 confirming receipt is attached hereto as Exhibit 4. To date, the LWDA has not indicated any objection to the
13 Settlement.

14 KEY TERMS OF SETTLEMENT

15 18. GSA and Funding: The Gross Settlement Amount ("GSA") is \$115,000.00, subject to potential
16 increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶¶ 1.15, 10.10.) Defendant's
17 settlement funding will be due in two installments: the first, \$50,000 within 6 months of the Settlement's
18 Effective Date; and the second, \$65,000 within 6 months of the first installment. (*Id.* at ¶ 10.7.) Defendant's
19 employer-share of payroll taxes owed on Individual Class Payments will be due by the second installment.
20 (*Id.*)

21 19. Disbursement and Uncashed Funds: Disbursement will occur within 14 days of completed
22 funding. (*Id.* at ¶ 10.8.) Any funds remaining uncashed after 180 days from issuance will be either (a) be
23 redistributed on a pro-rata basis to Class Members who timely cashed their initial check, only if uncashed
24 funds represent an aggregate sum that is at least 5 times greater than the cost of sending additional checks, or
25 otherwise (b) transmitted to the California State Controller's Unclaimed Property office in the name of each
26 individual who failed to cash his or her check prior to the void date. (*Id.* at ¶¶ 10.2–10.3.)

27 20. Escalator Clause: The Settlement provides an escalator clause under which should the number
28 of Class Workweeks exceed the estimated count of 2,324 by more than 10%, then Defendant has the option

1 to (a) increase the Gross Settlement Amount on a pro rata basis for each additional Workweek above the
2 escalator or (b) close the Class and PAGA Periods just before the date the Workweeks exceeds the 10%
3 escalator. (*Id.* at ¶ 10.10.) Under the Settlement, Defendant has agreed to make this determination at least 5
4 court days prior to the hearing on preliminary approval or otherwise request a brief continuance so that the
5 Settlement Administrator can assist with this determination. (*Id.*)

6 21. Class Members/Period: The proposed Settlement Class contains approximately 24 members and
7 is defined as all hourly-paid, non-exempt employees who are or were directly employed by Defendant and
8 worked for Defendant within the State of California at any time during the Class Period. (*Id.* at ¶ 1.3.) The
9 “Class Period” is March 13, 2022 through the date on which the Court signs the Preliminary Approval Order.²
10 (*Id.* at ¶ 1.8.) The Settlement Class will exclude any Class Member who opts out by sending the
11 Administrator a valid and timely Request for Exclusion. (*Id.* at ¶¶ 1.27, 7.4.)

12 22. PAGA Members/Period: The proposed PAGA group contains approximately 16 members and
13 is defined as all hourly-paid, non-exempt employees who are or were directly employed by Defendant and
14 worked for Defendant within the State of California at any time during the PAGA Period. (*Id.* at ¶ 1.23.) The
15 “PAGA Period” is June 23, 2023 through the date on which the Court signs the Preliminary Approval Order.
16 (*Id.* at ¶ 1.25.)

17 23. Plaintiff’s Class Representative Enhancement Award: The Settlement provides a Class
18 Representative Enhancement Award to Plaintiff in an amount of up to **\$7,500.00**, payable from the GSA. (*Id.*
19 at ¶ 10.4.) This payment is for Plaintiff having initiated and provided services in support of the action and in
20 recognition for the risks attended to the role as named Plaintiff and Class Representative. (*Id.* at ¶ 1.9.) In the
21 event the amount approved by the Court is less, the difference will be allocated to the Net Settlement Amount.
22 (*Id.* at ¶ 10.4.)

23 24. Class Counsel Attorneys’ Fees and Litigation Costs Payments: The Settlement provides
24 attorneys’ fees to Plaintiff’s Counsel in an amount up to **one-third** of the GSA, plus reimbursement for out-
25

26 ² Although Plaintiff’s action was initially filed on June 24, 2024, the proposed Settlement Class Period
27 begins March 13, 2022 due to a prior class action settlement against Defendant with a claims release through
28 March 12, 2022. (*Alfredo Salas v. Golden Specialty Foods, LLC*, Merced County Co. 22CV-00393 (final
approval and judgment entered October 25, 2022).)

1 of-pocket litigation costs not to exceed **\$12,000.00**, payable from the GSA. (*Id.* at ¶ 10.5.) In the event actual
2 costs are less and/or the amount of fees and costs approved by the Court are less than the amounts requested,
3 the difference will be allocated to the Net Settlement Amount. (*Id.*)

4 25. Administration Costs Payment: The Settlement provides a Settlement Administration Costs
5 Payment to the Settlement Administrator, payable from the GSA, in an amount up to **\$4,500.00**, for its fees
6 and expenses in administering this Settlement. (*Id.* at ¶ 10.6.) In the event the amount of actual administration
7 costs is less and/or the amount approved by the Court is less than requested, the difference will be allocated
8 to the Net Settlement Amount. (*Id.*) Following a competitive bidding process, the Parties jointly selected Apex
9 Class Action Administration as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.35.) Bids were
10 requested from four competent administration entities, and Apex provided the lowest bid at \$4,190.00. A true
11 and correct copy of Apex's bid is attached hereto as **Exhibit 6**.

12 26. PAGA Payment; Individual PAGA Payments: The Settlement allocates \$12,000.00 from the
13 GSA for settlement of the Released PAGA Claims, which will be distributed 65% (**\$7,800.00**) to the LWDA
14 and 35% (**\$4,200.00**) to PAGA Members pursuant to PAGA reform governing Plaintiff's claims.³ (*Id.* at ¶
15 10.3.) The **\$4,200** share to PAGA Members results in an average Individual PAGA Payment of roughly
16 **\$262.50** for each of the estimated 16 PAGA Members (\$4,200 / 16), and a Pay Period value of roughly
17 **\$4.34** for each of the 967 estimated Pay Periods in the PAGA Period (\$4,200 / 967).

18 27. Net Settlement Amount: After deducting the Class Representative Enhancement Award, the
19 Class Counsel Attorneys' Fees and Litigation Costs Payments, the PAGA Payment, and the Settlement
20 Administration Costs Payment from the GSA, in the amounts specifically approved by the Court, any
21 difference in the amounts requested and the amounts awarded will be allocated to the Net Settlement Amount
22 for distribution to Participating Class Members. (*Id.* at ¶ 10.1.) Accordingly, the Net Settlement Amount will
23 be *no less than* **\$40,666.67** for an estimated Class of **24 individuals**.⁴

24
25 ³ On July 1, 2024, new legislation was enacted to amend PAGA in several respects, including as to
26 the recovery split for civil penalties. (Stats. 2024, ch. 44 (Assem. Bill No. 2288), § 1, eff. Jul. 1, 2024.)
27 As amended, PAGA now provides for a 65%-LWDA/45%-aggrieved employee split. (Lab. Code § 2699(m).)
28 This provision applies to PAGA actions, like Plaintiff's, initiated on or after June 19, 2024. (*Id.* at §
2699(v)(1).)

⁴ The Net Settlement Amount was calculated by deducting the following amounts from the GSA
(\$115,000): \$7,500.00 for the Class Representative Enhancement Award, \$12,000 for the maximum Class

1 28. Individual Class Payments; No Claim Form: The Settlement includes only all current and former
2 employees of Defendant who worked in California in a non-exempt position at any time during the Class
3 Period. (*Id.* at ¶ 1.3.) Each Class Member who does not opt-out will be entitled to his or her pro-rata share
4 from the Net Settlement Amount that is directly proportional to the number of Workweeks worked in the
5 Class Period without having to submit any claim form. (*Id.* at ¶¶ 10.2.) The estimated **\$40,666.67** Net
6 Settlement Amount results in an average Individual Class Payment of roughly **\$1,694.44** for each of the
7 estimated 24 Class Members ($\$40,666.67 / 24$),⁵ and a Class Workweek value of roughly **\$17.50** for each
8 of the 2,324 estimated Workweeks in the Class Period ($\$40,666.67 / 2,324$).

9 29. Tax Allocations: Individual Class Payments will be allocated as 20% as wages and 80% as
10 penalties and interest for tax purposes. (*Id.* at ¶ 10.9.) Individual PAGA Payments will be allocated as 100%
11 penalties for tax purposes. (*Id.* at ¶ 10.9.)

12 30. Released Class Claims by Participating Class Members: The “Released Class Claims” is limited
13 to claims that were alleged in Plaintiff’s PAGA Notice and operative second amended complaint, or that
14 reasonably could have been alleged based on the facts and/or claims asserted therein. (*Id.* at ¶¶ 2.2, 6.1.)
15 The release excludes any claims for vested benefits, unemployment benefits, disability benefits, social
16 security benefits, or workers’ compensation benefits that arose at any time, or any claims based on
17 occurrences outside of the Class Period, and the release of claims not permitted by law. (*Id.* at ¶ 6.1.)

18 31. Released PAGA Claims by PAGA Members and LWDA: The “Released PAGA Claims” is
19 limited to claims for civil penalties under PAGA that were alleged in Plaintiff’s PAGA Notice and
20 operative second amended complaint, or that reasonably could have been alleged based on the facts and/or
21 claims asserted therein. (*Id.* at ¶¶ 2.2, 6.2.) The release excludes any claims for vested benefits,
22 unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits
23

24 _____
25 Counsel Litigation Costs Payment, \$38,333.33 for the Class Counsel Attorneys’ Fees Payment, \$4,500 for
the maximum Settlement Administration Costs Payment, and \$12,000.00 for the PAGA Payment.

26 ⁵ The actual amounts to Participating Class Members and PAGA Members will vary based on each
27 individual’s duration of work during the Class Period or PAGA Period, respectively; thus, those who worked
28 longer will receive a gross benefit greater than the average estimated amount. (Settlement, ¶¶ 10.2–10.3.) At
this time, the actual payments to Class Members is unknown. The actual payments will be calculated by the
Administrator following preliminary approval and receipt and processing of the Class List and Data. The high
and low range of payments will be provided to the Court in a motion for final approval.

1 that arose at any time, or any claims based on occurrences outside of the PAGA Period, and the release
2 of claims not permitted by law. (*Id.* at ¶ 6.2.)

3 32. Effective date of claims releases: The release of Class and PAGA claims will be effective upon
4 Defendant's full GSA funding. (*Id.* ¶¶ at 6.1–6.2.)

5 33. Released Parties: The “Released Parties” means: Golden Specialty Foods, LLC, and each of
6 its past, present and future agents, employees, servants, officers, directors, partners, trustees,
7 representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related
8 companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers,
9 consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of
10 their respective past, present and future employees, directors, officers, agents, attorneys, stockholders,
11 fiduciaries, parents, subsidiaries, and assigns, and each of them. (*Id.* at ¶ 1.34.)

12 34. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed via
13 first-class U.S. mail to the current address of each Class Member. (*Id.* at ¶ 7.2.) The proposed Class Notice,
14 to be translated in Spanish, sets forth, in plain terms, a statement of case, the terms of the Settlement, the
15 approximate amounts of attorneys' fees, costs, PAGA Penalties, and service award being sought, an
16 explanation of how the individual payments are calculated, and the Final Approval Hearing information. (*Id.*
17 at ¶ 7.1, Ex. A.) The Class Notice explains the procedure under which a Class Member can dispute the
18 number of individual Workweeks and/or Pay Periods credited to them, and explains how Class Members
19 may, should they choose to do so, opt-out or otherwise object to the Settlement. (*Id.*)

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

23 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

24 36. Plaintiff's Counsel have conducted a thorough investigation into the facts of the allegations. As
25 previously noted, the Settlement at issue was reached through arms'-length negotiations and the assistance of
26 a statistics expert. Based on Defendant's informal class-wide discovery production, on Plaintiff's Counsel
27 independent investigation and evaluation, and on counsel's extensive experience in wage-and-hour
28 litigation, we are of the opinion that the proposed Settlement is fair, reasonable, and adequate.

37. Based on Plaintiff's Counsel's review of the time, payroll, and additional information provided by Defendant, on Plaintiff's expert's analysis of the time/pay records and preparation of a report, and on information from Plaintiff, Plaintiff's Counsel evaluated Defendant's estimated maximum and risk-adjusted exposure. Defendant's records showed that as of December 4, 2024 (the date scheduled for mediation), there were an estimated: 10 formerly employed Class Members falling within the three-year statute of limitations ("SOL") period for waiting time penalties, 16 Class Members and 967 *weekly* pay periods falling within the one-year SOL period for inaccurate wage statement penalties and PAGA penalties, and an average hourly rate of \$21.91.

Accordingly, we calculated Defendant's potential exposure for the period of June 23, 2023 through December 4, 2024 as follows:

Claim	Relevant Time Period: June 23, 2023–December 4, 2024	Rate	Number of Violations	Estimated Maximum Recovery
Unpaid Wages (Off the Clock)	967 Workweeks	\$21.91 average hourly rate	371 net unpaid hours (assuming 5 minutes per shift)	\$8,128.61
Meal Period Violations	967 Workweeks	\$21.91 average hourly rate	834 unique meal break violations (based on an expert review of the time/pay records)	\$18,272.94
Rest Period Violations	967 Workweeks	\$21.91 average hourly rate	4,432 rest break violations (assuming 100% violation for shifts at least 3.5 hours)	\$97,105.12
Unreimbursed Business Expenses	967 Workweeks	\$2.50/pay period	Assumes a violation in each pay period	\$2,417.50
Labor Code § 203	Based on approx. 10 terminated employees in the 3-year SOL	\$21.91 average hourly rate / 30-day max.	Assumes 8 hours/day	\$52,584.00

Labor Code § 226	Based on approx. 16 employees in the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 967 pay periods within the 1-year SOL	\$64,000.00
PAGA	Based on approx. 16 employees in the 1-year SOL	\$50 per pay period (i.e., 50% reduction for weekly pay periods)	Based on 967 weekly pay periods within the 1-year SOL	\$48,350.00
Total				\$290,858.17
* The above figures provide the estimated <i>maximum</i> recovery for the period of <i>June 23, 2023 through December 4, 2024</i>, which is the period that the Parties initially agreed to mediate. However, 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 <i>or</i> as part of a contested certification motion. (<i>See Findings of the Study of California Class Action Litigation, 2000-2006</i>, 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.				

38. Plaintiff's unpaid wages claim is based on allegations that Defendant did not compensate Class Members for hours worked off-the-clock ("OTC"). Plaintiff alleges that he and other Class Members were required to clock-in for shifts and that occasionally (roughly 2–3 times per week) this resulted in employees waiting in line for up to 3 minutes to use the timeclock machine. Plaintiff also alleges that he and other Class Members were required to wear uniforms for each shift worked and that donning/doffing was done OTC. Based on the foregoing, Plaintiff's Counsel generously estimated that Class Members worked an average of 5 minutes OTC per shift. Based on the data Defendant provided, Plaintiff's data expert estimated Defendant failed to pay Class Members for an aggregate of 371 hours between June 23, 2023 and December 4, 2024, and that accordingly, Defendant's estimated maximum liability is \$8,128.61 (371 hours x \$21.91 avg. hourly rate). Defendant contends that all time worked was properly compensated, that employees were not permitted to work OTC, that donning/doffing was required to be done on-the-clock, that any time actually spent waiting to clock-in for shifts or donning/doffing uniforms OTC was *de minimis*, and that establishing the OTC claim would prove that the issue is highly individualized and not susceptible to class-wide treatment. Additionally, OTC 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; instead, it

1 requires declarations from a majority of putative Class Members who are unlikely willing to provide
2 testimony. Even assuming employees would be willing to participate, obtaining declarations would
3 potentially reveal that each employee had a different experience. Defendant further maintains that like
4 Plaintiff, other putative Class Members are subject to arbitration agreements containing class action
5 waivers, thus barring class certification. Defendant additionally maintains employees were able to report
6 any OTC work through weekly certification forms implemented throughout the Class Period. **The estimated**
7 **recovery for OTC unpaid wages claim—prior to risk-adjustments—is no less than \$8,128.61.** While this
8 amount is based on an analysis of hours only between June 23, 2023 and December 4, 2024, and thus does
9 not account for additional hours in the Class Period (i.e., March 13, 2022 through June 22, 2023 and December
10 5, 2024 through preliminary approval), the amount assumes a 100% violation rate that would not likely be
11 demonstrated at trial. Indeed, even Plaintiff does not claim he waited in line to clock-in on every shift.
12 Additionally, estimating the exposure for the entire Class Period would have necessitated additional costs
13 for expert services to extrapolate the data produced for the initially scheduled mediation, which Plaintiff's
14 Counsel determined was not warranted in light of Defendant's multiple defenses. Even if Plaintiff's expert
15 had extrapolated the data, risk-adjustments to the maximum exposure would be reasonable to account for
16 various risks at certification and trial.

17 39. Plaintiff's meal period claim is based on allegations that due to the demands of work, Plaintiff
18 and other Class Members occasionally experienced missed, untimely, or interrupted meal periods, and that
19 Defendant failed to provide any premiums for non-compliant meal periods. Plaintiff's Counsel and their data
20 expert reviewed the time and corresponding pay records that Defendant produced, thereby identifying 834
21 meal period violations, resulting in an estimated maximum liability of \$18,272.94 (834 violations x \$21.91
22 avg. hourly rate). Defendant nonetheless contends that many meal breaks were taken and, where a violation
23 appears, it was a result of an employee voluntarily choosing to forego a meal period, to take it after the end of
24 the fifth hour and/or after the end of the tenth hour of work, or to stop his or her break early to return to work.
25 Thus, certification and proof of this claim would require declarations from Class Members. Even assuming
26 Class Members would be willing to participate, obtaining such declarations would potentially reveal that
27 each employee had a different experience with respect to meal violations and/or waivers. Defendant further
28 maintains that like Plaintiff, other putative Class Members are subject to arbitration agreements

1 containing class action waivers, thus barring class certification. Defendant additionally maintains
2 employees were able to report any meal period issues through weekly certification forms implemented
3 throughout the Class Period. **The estimated recovery for the meal period violations claim—prior to risk-**
4 **adjustments—is no less than \$18,272.94.** While this amount is based on an analysis of hours only between
5 June 23, 2023 and December 4, 2024, and thus does not account for additional hours in the Class Period (i.e.,
6 March 13, 2022 through June 22, 2023 and December 5, 2024 through preliminary approval), the amount
7 indicated a low violation rate of only 19.1%. Moreover, it is likely this violation rate would not be
8 demonstrated at trial considering the potential for voluntary waivers. Indeed, Defendant even produced
9 weekly certification forms signed by Plaintiff attesting to no meal period issues. Additionally, estimating
10 the exposure for the entire Class Period would have necessitated additional costs for expert services to
11 extrapolate the data produced for the initially scheduled mediation, which Plaintiff's Counsel determined
12 was not warranted in light of Defendant's multiple defenses. Even if Plaintiff's expert had extrapolated the
13 data, risk-adjustments to the maximum exposure would be reasonable to account for various risks at
14 certification and trial.

15 40. Plaintiff's rest period claim is based on allegations that due to the demands of work, Plaintiff
16 and other Class Members occasionally experienced missed, untimely, or interrupted rest periods, and that
17 Defendant failed to provide any premiums for non-compliant breaks. Based on the time and pay records that
18 Defendant produced, Plaintiff's Counsel identified an assumed 4,432 rest period violations, resulting in an
19 estimated maximum liability of \$97,105.12 (4,432 violations x \$21.91 avg. hourly rate). Defendant
20 nonetheless contends that many breaks were taken and that any non-compliant breaks were the result of
21 employees voluntarily choosing to take untimely breaks, shorten breaks, or to forego breaks entirely. Further,
22 certification and proof of this claim would require declarations from Class Members. Even assuming Class
23 Members would be willing to participate, obtaining such declarations potentially would reveal that each
24 employee had a different experience with respect to rest period violations and/or waivers. Defendant further
25 maintains that like Plaintiff, other putative Class Members are subject to arbitration agreements
26 containing class action waivers, thus barring class certification. Defendant additionally maintains
27 employees were able to report any rest period issues through weekly certification forms implemented
28 throughout the Class Period. **The estimated recovery for the rest period violations claim—prior to risk-**

1 **adjustments—is no less than \$97,105.12.** While this amount is based on an analysis of hours only between
2 June 23, 2023 and December 4, 2024, and thus does not account for additional hours in the Class Period (i.e.,
3 March 13, 2022 through June 22, 2023 and December 5, 2024 through preliminary approval), the amount
4 assumed a 100% violation rate that would not likely be demonstrated at trial considering the potential of
5 voluntary waivers and the testimony-driven nature of this claim. Indeed, Defendant even produced weekly
6 certification forms signed by Plaintiff attesting to no rest period issues, and Plaintiff does not claim he
7 personally experienced a rest period violation on each shift worked. Additionally, estimating the exposure
8 for the entire Class Period would have necessitated additional costs for expert services to extrapolate the
9 data produced for the initially scheduled mediation, which Plaintiff's Counsel determined was not
10 warranted in light of Defendant's multiple defenses. Even if Plaintiff's expert had extrapolated the data, risk-
11 adjustments to the maximum exposure would be reasonable to account for risks at certification and trial.

12 41. Plaintiff's unreimbursed business expenses claim is based on allegations that Defendant did not
13 reimburse Class Members for all expenses incurred in direct consequence of discharging their duties,
14 including for uniform maintenance/laundrying. The precise value of uniform maintenance/laundrying costs
15 could not be calculated. Therefore, Plaintiff's Counsel estimated that Defendant should have reimbursed each
16 employee approximately \$2.50 per weekly pay period, resulting in an estimated maximum liability of
17 \$2,417.50 for the 967 pay periods estimated ahead of the initially scheduled mediation (967 violations x
18 \$2.50). However, Defendant contends employees were informed of Defendant's expense reimbursement
19 policy, that it reimbursed employees for any and all business expenses if employees submitted a
20 reimbursement request, and that uniform maintenance was not a reasonably necessary expense as employees
21 could wash uniforms with their regular wash. Further, certification and proof of this claim would require
22 declarations from Class Members. Even assuming Class Members would be willing to participate, obtaining
23 such declarations potentially would reveal that each employee had a different experience with respect to
24 unreimbursed expenses. Defendant further maintains that like Plaintiff, other putative Class Members are
25 subject to arbitration agreements containing class action waivers, thus barring class certification. **The**
26 **estimated recovery for the unreimbursed expenses claim—prior to risk-adjustments—is no less than**
27 **\$2,417.50.** While this amount is based on an analysis of violations only between June 23, 2023 and December
28 4, 2024, and thus does not account for additional violations in the Class Period (i.e., March 13, 2022 through

June 22, 2023 and December 5, 2024 through preliminary approval), the amount assumed a 100% violation rate that would not likely be demonstrated at trial considering the testimony-driven nature of this claim. Additionally, estimating the exposure for the entire Class Period would have necessitated additional costs for expert services to extrapolate the data produced for the initially scheduled mediation, which Plaintiff's Counsel determined was not warranted in light of Defendant's multiple defenses. Even if Plaintiff's expert had extrapolated the data, risk-adjustments to the maximum exposure would be reasonable to account for various risks at certification and trial.

42. With respect to Plaintiff's derivative claims for statutory and civil penalties, **Plaintiff estimated Defendant's potential recovery—prior to risk-adjustments—to be no less than \$164,934.00**, which breaks down as follows: **\$52,584.00** for waiting time penalties for approximately 10 terminated Class Members in the 3-year SOL and assuming 8 hours worked per day at a \$21.91 avg. hourly rate and a 30-day maximum per employee (10 x \$21.91 x 30 x 8); a **\$64,000.00** penalty for inaccurate wage statements based on an estimated 16 employees in the 1-year SOL and assuming the \$4,000 statutory maximum per employee (16 x \$4,000); and **\$48,350.00** for PAGA penalties based on an estimated 967 weekly pay periods in the 1-year SOL and the Court assessing a \$50 penalty per pay period (\$50 x 967). While these amounts are based on an analysis of violations only between June 23, 2023 and December 4, 2024, and thus does not account for additional violations in the Class Period (i.e., March 13, 2022 through June 22, 2023 and December 5, 2024 through preliminary approval), estimating the exposure for the entire Class Period would have necessitated additional costs for expert services to extrapolate the data produced for the initially scheduled mediation. However, Plaintiff's Counsel determined additional expert costs were not warranted in light of Defendant's multiple defenses, including that any failure to pay all final wages at the time of separation was not willful or intentional and that to the extent employees received wage statements that were inaccurate, employees suffered no actual resulting damage or harm. Even if Plaintiff's expert had extrapolated the data, risk-adjustments to the maximum exposure would be reasonable to account for various risks at certification and trial, including that individualized and testimony-intensive nature of the underlying claims could bar manageability of the representative claims as well as the existence of arbitration agreements containing class action waivers, which could significantly reduce any recovery whatsoever.

43. Using these estimated figures, Plaintiff predicted the *maximum* recovery for all claims, including

penalties and *prior to risk-adjustments*, is no less than **\$290,858.17** based on an analysis of violations between June 23, 2023 and December 4, 2024—the period that the Parties initially agreed to mediate—which does not account for the entire Class Period (i.e., March 13, 2022 through June 22, 2023 and December 5, 2024 through preliminary approval), thus representing the estimated maximum recovery for roughly half of the Class Period. Accordingly, **the total maximum recovery for the entire Class Period, including penalties and prior to risk-adjustments, is roughly \$581,716.34** ($\$290,858.17 \times 2$).⁶

44. However, the foregoing amount does not represent a *realistic*, risk-adjusted recovery. Indeed, the amount assumes a 100% violation rate for all but the meal period claim and would not likely be demonstrated at trial considering the testimony-driven nature of the claims. In particular, the maximum exposure assumes either the participation of all Class Members (which would be difficult given that reality is that many, if not all, employees would be unwilling to participate due to fear of retaliation), or alternatively, the use of surveys or statistical data as a surrogate (which would still require the participation of a majority of employees to establish a sound representation of all non-exempts). Even assuming Class Members would be willing to participate, obtaining declarations would potentially reveal that each employee had a different experience.

45. Taking into account the above factors and various defenses asserted by Defendant, it is reasonable to apply a conservative discount of **30%** to account for risks at certification and proof on the merits, thus resulting in a more realistic recovery for the claims of **\$407,201.44** ($\$581,716.34 \times 0.7$). The **\$115,000.00 gross settlement figure represents roughly 28% of the predicted risk-adjusted recovery** ($\$115,000.00 / \$407,201.44$). This is an excellent result for the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being able to recover anything.

46. Here, the Settlement represents a substantial recovery when considered against the risk and uncertainties involved in continued litigation, the burdens of proof necessary to certify the claims and establish liability, and the probability of appeal. Although Plaintiff's Counsel believe there is merit to Plaintiff's

⁶ As noted above, extrapolating the time/pay data to calculate the actual maximum exposure for the entire Class Period would have necessitated additional costs for expert services, which Plaintiff's Counsel determined was not warranted in light of Defendant's various defenses. Further, even if Plaintiff's expert had extrapolated the data, risk-adjustments to the maximum exposure would be reasonable to account for risks at certification and trial.

1 allegations, they also acknowledge a legitimate controversy exists as to each allegation. Plaintiff's Counsel
2 also recognize that proving the amount owed to each employee would be an expensive, time-consuming, and
3 uncertain proposition.

4 47. The Settlement avoids the significant risks, burdens, and the accompanying expense of further
5 litigation. Though the Parties have engaged in a significant amount of investigation, informal discovery,
6 and class-wide data analysis, they have not taken depositions. Moreover, preparation for trial and the
7 prospect of appeals in the wake of any summary judgment ruling would remain. As a result, the Parties
8 would incur considerably more attorneys' fees and costs through trial, a lengthy and uncertain process that
9 could result in recovering fewer penalties than was settled for.

10 48. Accordingly, it is clear the GSA of \$115,000 is within the "ballpark" of reasonableness and that
11 settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133;
12 *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar*
13 does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed
14 on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic
15 range of outcomes of the litigation"].)

16 49. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies
17 PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing PAGA
18 Members with genuine and meaningful relief, on the other. (Lab. Code §§ 2698, *et seq.*) As a result of this
19 litigation, Defendant has had to hire legal counsel and engage in class-wide discovery. Assuming final
20 approval is granted, Defendant also will have to pay civil penalties pursuant to PAGA. Not including its
21 own attorneys' fees and costs, Defendant has agreed to pay \$12,000 to resolve the PAGA claims, which
22 will be distributed as 65% to the LWDA and 35% to PAGA Members in compliance with PAGA law
23 governing the claims here. Additionally, the release provided under the Settlement does not preclude
24 PAGA Members from pursuing any individual (non-PAGA) claims they may have against Defendant or
25 the other Released Parties should they choose to opt-out of the Class portion of the Settlement.

26 50. Moreover, Plaintiff's Counsel are also of the opinion that because the issues here are fairly
27 contested, there is a possibility of the Court not awarding any PAGA penalties even if Plaintiff prevailed on
28 the merits due to the largely discretionary nature of awarding PAGA penalties. Indeed, a Court may reduce

1 PAGA penalties “if, based on the facts and circumstances of the particular case, to do otherwise would
2 result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (Lab. Code § 2699(e)(2).) In
3 other words, were this matter to go to trial, any award granted would be at the discretion of the Court and
4 subject to a substantial reduction. While Plaintiff’s Counsel believe there would be no persuasive grounds
5 to reduce penalties, they recognize that the Court could determine otherwise and significantly reduce any
6 award of penalties. Further, Defendant produced discovery indicating it implemented “reasonable steps” to
7 ensure Labor Code compliance both prior to and following service of Plaintiff’s PAGA notice, which, if
8 proven, would entitle Defendant to 15% and/or 30% penalty reductions under PAGA reform. (Lab. Code
9 §§ 2699(g), (h).) This wide range of potential recovery and the additional delays and risks inherent in trial
10 justified settling for a reasonable amount of recovery at this point in the litigation.

11 51. Plaintiff’s Counsel also took into account the risk of not being able to proceed on a
12 representative basis at all due to the potential manageability issues, the risk of not being able to certify the
13 claims due to arbitration agreements with class action waivers, the risk of not prevailing at trial due to low
14 or no participation by Class Members, and the risk that even if Plaintiff prevailed at trial, penalties would
15 be limited due to the largely discretionary nature of awarding PAGA penalties and other defenses available
16 to Defendant under PAGA reform. Thus, it is entirely possible that even if Plaintiff would be successful
17 at trial, assuming he is first able to certify the claims and defeat the manageability issues presented at
18 litigation, Plaintiff may still be awarded substantially less than what was obtained through the Settlement.

19 52. In sum, the amount allocated under the Settlement to PAGA Penalties constitutes “genuine
20 and meaningful” relief that is “consistent with the underlying purpose of the statute to benefit the public.”
21 (*See O’Connor v. Uber Tech., Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1133–35 [denying settlement
22 approval where allocation for PAGA claims was 0.1% of the estimated full worth].)

23 THE ENHANCEMENT AWARD SHOULD BE APPROVED

24 53. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated
25 immensely with my office and has taken many actions to protect the interests of the State of California and
26 the Class. Plaintiff provided valuable information regarding his hours worked and what duties were performed
27 during those hours. Plaintiff participated in decisions concerning this action, assisted in preparation for and
28 during settlement discussions, and worked to identify potential witnesses in this action. Before we filed this

1 action, Plaintiff worked with my office to determine the viability of his claims. Plaintiff also provided
2 information and documents relating to his employment by Defendant. The information and documentation
3 provided by Plaintiff was instrumental in establishing the violations alleged in this action, and the recovery
4 provided for under the Settlement would have been impossible to obtain without his participation.

5 54. At the same time, Plaintiff faced many risks in adding himself as the named Plaintiff and Class
6 Representative in this matter. Plaintiff faces actual risks with his future employment, as putting himself on
7 public record in an employment lawsuit could also very well affect his likelihood for future employment.
8 For example, a search of Plaintiff's name will reveal this action, and as a result, many prospective employers
9 may likely forego hiring Plaintiff upon learning he sued a former employer.

10 55. In turn, Class Members will now be compensated for wage violations they may have never
11 known about or been willing to pursue on their own. If each Class Member would have tried to pursue legal
12 remedies on their own, that would have resulted in each having to expend a significant amount of their own
13 monetary resources and time, not to mention limited judicial resources, which were obviated by Plaintiff
14 putting himself on the line on behalf of other Class Members and the State of California. Further, prior to
15 signing, Plaintiff carefully reviewed the Settlement and asked questions to ensure his understanding, including
16 as to the release of claims.

17 56. In the final analysis, this class action would not have been possible without the aid of Plaintiff,
18 who put his own time and effort into this litigation and placed himself at risk for the sake of others. I estimate
19 Plaintiff spent no less than 60 hours of his own time to meet with the attorneys of my firm, have in-depth
20 discussions regarding the facts and issues involved, gather documentary evidence, search for potential
21 witnesses, and assist during protracted settlement discussions.

22 57. The requested payment for Plaintiff's service as the Class Representative is a relatively small
23 amount of money considering the total Settlement amount and benefits to the LWDA and other Class
24 Members. In particular, the requested award represents only 6.5% of the GSA (\$7,500 / \$115,000). For all
25 the foregoing reasons, the requested enhancement to Plaintiff is reasonable.

26 MY EXPERIENCE AND QUALIFICATIONS

27 58. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law
28 School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an

1 Active Member in good standing continuously since then. I have been selected to Super Lawyers each year
2 from 2019 to 2023.

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

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

10 61. My current billing rate is \$950.00 per hour, which is my usual rate in wage-and-hour
11 litigations. This billing rate is reasonable considering my years of experience practicing in the highly
12 specialized area of employment and labor law and my Laffey Matrix rate. (The Laffey Matrix,
13 <http://www.laffeymatrix.com/see.html> [last visited August 25, 2025].) The Laffey Matrix is a “well-
14 established objective source for rates that vary by experience” used by the District of Columbia. (*In re HPL*
15 *Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey
16 Matrix is attached hereto as **Exhibit 7**. California Courts have adjusted the Laffey Matrix rate upwards
17 based on “locality pay differentials” and the location of counsel’s office in California to determine whether
18 counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate
19 based on an approximate difference of 9% between the locality pay differential of the District of Columbia
20 and San Francisco, California, where counsel’s office was located].) To determine the locality pay
21 differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the
22 federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm’s location in Los
23 Angeles, California, the locality pay differential of the Los Angeles-Long Beach area effective January 13,
24 2025 is 36.47% and of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of
25 approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January
26 13, 2025, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 13, 2025.) True
27 and correct copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans
28 are attached hereto as **Exhibit 8** and **Exhibit 9**, respectively. Based on my 19 years of experience out of law

1 school, my Laffey Matrix rate with a 2.53% adjustment is \$971.98 per hour (\$948 Laffey Matrix rate + (2.53%
2 x \$948)). (Ex. 6.) Accordingly, my billing rate of \$950 per hour is reasonable.

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

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

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

63. 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.

64. 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 roughly 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. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage-and-hour class and PAGA representative actions.

65. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual rate in wage-and-hour litigations. Based on Mr. Feghali's 11 years of experience out of law school, his Laffey Matrix rate with a 2.53% adjustment is \$971.98 per hour (\$948 Laffey Matrix rate + (2.53% x \$948)). (Ex. 7.) As compared to the Laffey Matrix rate and when considering his significant wage-and-hour class action experience, Mr. Feghali's billing rate of \$900 per hour is reasonable.

66. 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.

67. 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).

CHARLOTTE MIKAT-STEVEN'S EXPERIENCE AND QUALIFICATIONS

68. Charlotte Mikat-Stevens is an associate attorney at Moon Law Group, PC. Ms. Mikat-Stevens advocates for employees in both state and federal court in employment and related litigation. Since joining Moon Law Group, PC, her practice has focused on wage-and-hour class actions and PAGA representative actions involving claims related to unpaid overtime and minimum wages, meal and rest break violations, unreimbursed business expenses, improper wage statements, unfair business practices, and penalties.

69. Ms. Mikat-Stevens received her B.As. in Anthropology and International Studies with honors from Loyola University of Chicago, and her J.D. and Master of Environmental Law and Policy from Vermont

1 Law School (“VLS”) in 2017. While in law school, Ms. Mikat-Stevens served as Note and Production Editor
2 for the Vermont Journal of Environmental Law, served with the VLS Environmental Law Society, and
3 worked as a student clinician both for both the Food and Agriculture and the Environmental and Natural
4 Resources Law Clinics at VLS. Following law school, Ms. Mikat-Stevens was selected for a fellowship
5 focused on the labor trafficking and forced labor of agricultural workers in the United States, during which
6 time she developed a toolkit for legal practitioners and represented victims of trafficking with civil and
7 criminal cases. Before joining Moon Law Group, PC, Ms. Mikat-Stevens represented farm workers with
8 various employment law claims in administrative and civil courts, including class and representative actions,
9 as well as in grievance and arbitration matters.

10 70. Ms. Mikat-Stevens became an Active Member of the State Bars of California and Washington
11 in 2019 and has been a member in good standing of both Bars continuously since then. She is also admitted
12 to practice in the United States District Court for the Eastern and Central Districts of California and in the
13 United States District Court for the Eastern District of Washington.

14 71. Ms. Mikat-Stevens’ current billing rate is \$675.00 per hour, which is her usual rate in wage-
15 and-hour litigations. Based on Ms. Mikat-Stevens’ 8 years of experience out of law school, her Laffey
16 Matrix rate with a 2.53% adjustment is \$860.23 per hour (\$839 Laffey Matrix rate + (2.53% x \$839)). (Ex.
17 7.) As compared to the Laffey Matrix rate and when considering her wage-and-hour class action experience,
18 Ms. Mikat-Stevens’ billing rate of \$675 per hour is reasonable.

19 72. A selection of settled class actions that have received preliminary and/or final settlement
20 approval as well as PAGA-only approved settlements in which Ms. Mikat-Stevens assisted in the
21 resolution during her tenure with Moon Law Group, PC includes the following: *Alvarez v. Conagra*
22 *Foods Packaged Foods, LLC, et al.* (Los Angeles No. 21STCV37375) (\$1,000,000 for 1,066 class
23 members); *Amador v. Prime Waterproofing & Roofing, Inc.* (LA No. 19STCV08032) (\$107,500 for
24 157 class members); *Amaya v. Purosil, LLC* (Riverside No. CVRI2202854) (\$435,000 for 353 class
25 members); *Argueta v. ASMB, LLC* (LA No. 22STCV08327) (\$135,000 for approx. 506 aggrieved
26 employees); *Arzate v. Coastal Blooms Nursery, LLC* (Santa Barbara No. 22CV00778) (\$150,000 for
27 approx. 697 aggrieved employees); *Bonine v. Wachter, Inc.* (LA No. 20STCV31653) (\$354,000 for
28 209 class members); *Bustamante v. Advanced Skilled Nursing, Inc.* (LA No. 19STCV00801)

1 (\$525,000 for 530 class members); *Cabello v. Rancho Car Wash, LLC* (Riverside No.
2 CVRI2103709) (\$297,500 for 132 class members); *Candys v. Community Psychiatry Management,*
3 *LLC* (Sacramento No. 34-2022-00314705) (\$921,153.39 for 790 class members); *Castillo v.*
4 *Freedom Painting Inc.* (LA No. 20STCV22365) (\$250,000 for 99 class members); *Cervantes v.*
5 *Wondertreats, Inc.* (Stanislaus No. CV-22-001263) (\$295,884.32 for 433 class members); *Cruz v.*
6 *Knightsbridge Plastics, Inc.* (Alameda No. 23CV028294) (\$700,000 for 343 class members); *Del*
7 *Toro-Ibarra v. West Pico Distributors, LLC* (LA No. 21STCV31247) (\$130,000 for 108 class
8 members); *Delgado v. Kings River Farming, Inc.* (Fresno No. 22CECG00736) (\$517,500.00 for
9 approx. 760 aggrieved employees); *Duncan v. Infineon Technologies Americas Corp.* (LA No.
10 21STCV16872) (\$2,500,000 for 775 class members); *Duncan v. Roth Staffing Companies, L.P., et*
11 *al.* (San Bernardino No. CIVSB2421369) (\$225,000 for approx. 329 aggrieved employees); *Estrada*
12 *v. TRC Companies, Inc., et al.* (LA No. 21STCV37078) (\$2,200,000 for 698 class members); *Fennix*
13 *v. Tenderloin Housing Clinic, Inc.* (San Francisco No. CGC-20-584834) (\$330,000 for 589 class
14 members); *Ferry v. Cencal Wings II, Inc.* (Fresno No. 21CECG03205) (\$630,000 for 588 class
15 members); *Fisher et al. v. Supreme Truck Bodies of California, Inc. et al.* (Riverside No.
16 CVRI2200207) (\$3,000,000 for 1,344 class members); *Flores v. Home Delivery Service, LLC*
17 (Alameda No. RG21096517) (\$1,200,000 for 3,144 class members); *Garcia v. Meissner Filtration*
18 *Products, Inc., et al.* (Ventura No. 2021-00555324-CU-OE) (\$265,000 for approx. 1,552 aggrieved
19 employees); *Garcia v. San Jose Water Company* (Santa Clara No. 22CV39638) (\$1,200,000 for 489
20 class members); *Garcia v. South Valley Companies* (Kern No. BCV-22-100465) (\$182,000 for 151
21 class members); *Garcia v. Tri-Valley Plastering, Inc.* (Fresno No. 22CECG00591) (\$1,250,000 for
22 858 class members); *Ghusar v. ECMD, Inc.* (Riverside No. CVRI2404116) (\$195,000 for approx.
23 108 aggrieved employees); *Gomez v. Arya Ice Cream Distributing Co., Inc.* (LA No. 21STCV31170)
24 (\$588,203.6 for 98 class members); *Gonzalez v. A.M. Castaneda, Inc.* (San Diego No. 37-2021-
25 00017374-CU-OE-CTL) (\$488,372.97 for 494 class members); *Gutierrez v. Ratto Bros., Inc.*
26 (Stanislaus, No. CV-23-001816) (\$225,000 for approx. 187 aggrieved employees); *Hernandez v.*
27 *Oakland Paper & Supply, Inc.* (Contra Costa No. MSC21-00363) (\$200,000 for approx. 135
28 aggrieved employees); *Herrera v. Coastal Construction & Lumber Co.* (Santa Clara No.

22CV394683) (\$100,000 for approx. 197 aggrieved employees); *Kilgore v. BQ Operations Holdings, LLC, et al.* (LA No. 23STCV10311) (\$1,100,000 for 8,254 aggrieved employees); *Lester v. The Super Dentists, Inc.* (San Diego No. 37-2023-00014247-CU-OE-CTL) (\$200,000 for approx. 459 aggrieved employees); *Lopez Rivera v. Villagrana Logistics, Inc.* (San Bernardino No. CIVDS2022538) (\$400,000 for 1,446 class members); *Martinez v. Canton Food Co., Inc.* (LA No. 21STCV34962) (\$665,000 for 414 class members); *Martinez v. Desert Concepts Construction, Inc.* (LA No. 20STCV08933) (\$300,000 for 456 class members); *Murillo v. Quanta Computer USA, Inc.* (Alameda, No. 22CV005095) (\$2,635,550.17 for 2,466 class members); *Murrieta v. Stanley Black & Decker, Inc.* (San Bernardino No. CIVSB2414301) (\$1,250,000 for approx. 942 class members); *Perez v. Torn & Glasser, Inc.* (LA No. 21STCV43614) (\$1,127,610 for 629 class members); *Preciado v. Kip Incorporated* (Riverside No. CVRI2103836) (\$450,000 for 195 class members); *Quintero et al. v. JC Resorts LLC et al.* (San Bernardino No. CIVSB2115731) (\$1,570,000 for approx. 3,200 class members); *Ramirez v. Merrill Gardens, LLC* (Cal. E.D. No. 1:22-cv-00542-SAB) (\$825,000 for 4,602 class members); *Rayford v. AbleLight, Inc.* (Sacramento, No. 23CV001488) (\$1,480,000 for 819 class members); *Ruiz v. Artistic Entertainment Services, LLC* (LA No. 23STCV07581) (\$325,000 for 266 class members); *Sanchez v. Anodizing Indus., Inc.* (LA No. 21STCV30722) (\$260,000 for 71 class members); *Sanchez v. M & G Jewelers, Inc.* (San Bernardino No. CIVSB2124508) (\$495,000 for 400 class members); *Stanley Black & Decker Wage and Hour Cases* (San Bernardino No. JCCP5218) (\$3,500,000 for 1,922 class members) (\$3,513,906.42 for 1,922 class members); *Tapia v. Sierra Forest Products* (Tulare No. VCU288833) (\$550,000 for 400 class members); *Thong v. Outlook Resources, Inc.* (LA No. 19STCV44400) (\$3,250,000 for approx. 1,542 class members); *Valdez v. Heat Make Sense, Inc.* (Sacramento No. 34-2021-00296194) (\$120,000 for 13 class members); *Viruete v. Orange Treeidence OPCO, LLC* (Riverside No. CVRI2201128) (\$300,000 for 538 class members); *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (\$950,000 for 435 class members); *Williams v. Hodo, Inc.* (Alameda No. 21CV000132) (\$550,000 for approx. 617 class members); *Williams v. Precision Tube Bending* (LA No. 21STCV46806) (\$175,000 for approx. 135 aggrieved employees); *Williamson v. Strata Skin Sciences, Inc.* (San Diego No. 37-2022-00010879) (\$125,000

1 for 40 class members); *Wilshinsky v. Southern California Health & Rehabilitation Program* (Los
2 Angeles No. 23STCV07577) (\$305,549 for approx. 396 class members); *Zaragoza v. The Roman*
3 *Catholic Bishop of Fresno* (Merced No. 22CV-00282) (\$1,500,000 for 962 class members); *Zhou v.*
4 *Cisco Systems, Inc.* (Santa Clara No. 22CV396821) (\$1,925,000 for 5,840 class members); and
5 *Zubia et al. v. Procter & Gamble Distributing LLC* (LA No. 20STCV44506) (\$4,090,388.51 for
6 1,326 class members).

7 CLASS COUNSEL’S EXPERIENCE AND QUALIFICATIONS

8 73. As demonstrated by the foregoing, my office is qualified to handle this litigation
9 because we are experienced in litigating Labor Code and Wage Order violations in individual, class,
10 and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel
11 in numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion
12 for settlement approval. Including myself, Moon Law Group, PC is currently comprised of roughly
13 30 attorneys, all of whom are actively and continuously practicing employment litigation,
14 representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions,
15 in this Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and
16 in various federal courts. The attorneys at my firm have a high level of skill, knowledge, and
17 experience in areas of wage-and-hour class and PAGA actions, and labor and employment law
18 generally, the substantive (state and federal) and procedural law of which is frequently evolving.

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

25 75. The foregoing experience of myself and other attorneys of Moon Law Group, PC is
26 helpful in assessing the reasonableness of settlements, such as the one at issue here, and from this
27 experience we concluded that this litigation could not have been settled on better terms than provided
28 under the proposed Settlement. Although Plaintiff and his counsel were prepared to try the alleged

1 claims, their belief that the Settlement is in the best interest of the Class is based on objective
2 evidence that has been considered and weighed against the inherent risks, expenses, and time to both
3 sides of continued litigation.

4 76. I do not believe that I or any other attorneys of my firm have any conflicts of interest
5 with or are related to the named Plaintiff, other Class Members, or the proposed Settlement
6 Administrator. I respectfully submit that we are competent and well suited to act as Class Counsel
7 in this action, and we have and will continue to vigorously represent the interests of the Class.

8 REQUEST FOR ATTORNEYS' FEES AND COSTS

9 77. In line with the Settlement, my firm requests an award of attorneys' fees in an amount of one-
10 third of the GSA (i.e., at least \$38,333.33 and subject to increase if the escalator clause is triggered), plus
11 reimbursement for actual litigation costs up to a maximum of \$12,000. (Settlement, ¶ 10.5.)

12 78. The requested Class Counsel Attorneys' Fees Payment can be justified under either the
13 common fund or lodestar method, although we base the requested award on the common fund method.
14 Nonetheless, the lodestar method can be used to cross-check the reasonableness of the award calculated
15 under the common fund method.

16 79. "California case law permits fee awards in the absence of detailed time sheets." (*Wershba v.*
17 *Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 255.) The Court "should defer to the winning lawyer's
18 professional judgment as to how much time he was required to spend on the case." (*Moreno v. City of*
19 *Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112.) We can provide complete, detailed billing records in the
20 event the Court requests them but would request the opportunity to redact attorney-client privileged
21 information and any other privileged information.

22 80. I am informed and believe that the fees and costs provision under the Settlement is reasonable.
23 The fee percentage requested is significantly less than that obtained by my office for most employment cases.
24 My office invested significant time and resources into the case, with payment deferred to the end of the case,
25 and then, of course, contingent on the outcome.

26 81. It is further estimated that my office will need to expend at least another 50 to 100 hours to
27 monitor the administration process leading up to the final approval, prepare for final approval, and oversee
28

1 distribution to the Class following final approval. My office also bears the risk of taking whatever actions are
2 necessary should Defendant fail to pay.

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

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

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

- 21 (a) Numerous interviews with Plaintiff and review of documents provided by him;
- 22 (b) Legal research and investigation regarding the Defendant's practices at numerous points in
23 the litigation;
- 24 (c) Preparation and submission of Plaintiff's PAGA Notice;
- 25 (d) Preparation of multiple drafts of the original class action complaint and subsequent amended
26 complaints, as well as finalization and filing of said complaints;
- 27 (e) Extensive meet-and-confer discussions with Defendant's counsel regarding the arbitration
28 agreement and the impact on Plaintiff's individual and class action claims;

- (f) Extensive meet-and-confer discussions with Defendant's counsel regarding mediator selection and production of relevant documents and information through informal discovery;
- (g) Analysis of Defendant's informal discovery production and preparation of a damages model with the aid of a statistics expert;
- (h) Contacting witnesses;
- (i) Extensive in-depth discussions over a period of several months with Defendant's counsel regarding the strengths, weaknesses, and resolution of the claims;
- (j) Drafting, negotiating, and reviewing multiple drafts of the Settlement and its attachment;
- (k) Preparation, finalization, and submission of the instant motion for preliminary settlement approval and accompanying filings;
- (l) Anticipated preparation for and attendance at the hearing on the motion for preliminary approval, monitoring administration of the Class Notice following preliminary approval, and preparing for final approval; and
- (m) Communications with Plaintiff throughout the case.

85. As of the drafting of this motion, my office has incurred **\$10,495.98** in expenses litigating this action without any reimbursement, and we anticipate incurring additional costs up to final approval. These expenses were reasonably necessary to the litigation and were actually incurred by my office. A true and correct copy of a report showing these costs is attached hereto as **Exhibit 5**. These to-date expenses are summarized as follows:

- (a) "LWDA Fee": a one-time cost for submitting Plaintiff's PAGA Notice to the LWDA;
- (b) "Berger Consulting Group": costs for expert analysis of discovery; and
- (c) "Journal" and "ACE": costs for filing and/or serving various documents during the action.

86. We anticipate incurring additional costs, including filing costs for the preliminary and final approval motions and any notice of entry of approval order and judgment. Pursuant to the terms of Settlement, the difference between the maximum allocation (\$12,000) and our actual costs will revert to the Net Settlement Amount. Thus, I respectfully submit that our request for reimbursement of actual costs not to exceed \$12,000 is fair and reasonable.

87. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has been reached that includes a non-reversionary payment by Defendant of at least \$115,000.00 to compensate Class Members and benefit the LWDA for Defendant's alleged unlawful employment practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in this action would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 9, 2025, at Los Angeles, California.

Kane Moon