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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

GILBERT VILLEGAS, and ANDREW BOJORQUEZ, each individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

CIDA SLEEP SYSTEMS, a California corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 2023CUOE017908

CLASS AND REPRESENTATIVE ACTION

[Hon. Matthew P. Guasco, Dept. 20]

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

[*Filed with Plaintiffs' Notice of Motion and Memorandum of Points and Authorities, the Declaration of Plaintiff Gilbert Villegas, the Declaration of Plaintiff Andrew Bojorquez, and [Proposed] Preliminary Approval Order*]

PRELIMINARY APPROVAL HEARING:
Date: February 18, 2025
Time: 8:30 a.m.
Dept.: 20

Complaint filed: December 20, 2023
Trial date: Not set

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for plaintiffs Gilbert Villegas ("Plaintiff Villegas") and Andrew Bojorquez ("Plaintiff Bojorquez" and together with Plaintiff Villegas, "Plaintiffs") and the putative Class. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

CASE BACKGROUND

2. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiffs seek to represent any non-exempt, hourly-paid employee of defendant Cida Sleep Systems ("Defendant") who worked in California during the period from December 20, 2019, through the date the Court grants preliminary approval, for various alleged violations of the California Labor Code.

3. Defendant has employed Plaintiffs and other putative Class Members in California during the putative Class Period. Plaintiff Villegas worked for Defendant from approximately July 2017 to October 2023, and Plaintiff Bojorquez worked for Defendant from approximately September 2017 to April 2024. Throughout their employment, Plaintiffs were employed in an hourly paid, non-exempt position. Plaintiffs contend they and their coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

4. Plaintiffs' claims for unpaid minimum and overtime wages stem from allegations that Class Members were not paid for alleged off-the-clock work, that Defendant failed to incorporate all remunerations into the regular rate of pay for purposes of paying Class members overtime wages, sick pay, and meal break premiums, and that Defendant rounded employees' time to their detriment. Plaintiffs' 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 premium wages for non-code-compliant breaks. Plaintiffs further bring a claim for unreimbursed necessary business expenses based on allegations that Class Members were required to use

their personal cellphones for work purposes, without reimbursement for the same. Finally, Plaintiffs also bring derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

5. On December 20, 2023, Plaintiff Villegas commenced this Action by filing a Complaint alleging causes of action against Defendant for Failure to Pay Minimum Wages; Failure to Pay Overtime Compensation; Failure to Provide Meal Periods; Failure to Authorize and Permit Rest Breaks; Failure to Indemnify Necessary Business Expenses; Failure to Timely Pay Final Wages at Termination; Failure to Provide Accurate Itemized Wage Statements; and Unfair Business Practices. On March 6, 2024, Plaintiff Villegas filed a First Amended Complaint adding a cause of action under PAGA.

6. On October 14, 2024, the Parties filed a stipulation allowing plaintiffs to file a Second Amended Complaint naming Plaintiff Bojorquez as a second class representative and aggrieved employee representative. The Second Amended Complaint, filed November 14, 2024, is the "Operative Complaint" in this Action.

7. Defendant ardently opposes the merits of this case and denies Plaintiffs' factual allegations. Defendant argues the putative Class was paid all minimum and overtime wages owed and that Class Members were not permitted to work off-the-clock. Defendant maintains compliance with all its meal and rest period obligations. As for the unreimbursed business expenses, Defendant maintains it reimbursed Class Members for all necessary business expenses incurred. To the extent Class Members received wage statements that were allegedly inaccurate, Defendant asserts they suffered no actual damage or harm as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) With respect to Plaintiffs' claim for waiting time penalties, Defendant alleges its good-faith belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiffs cannot prove Defendant's alleged failure to pay all final wages at the time of separation was "willful." (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, Defendant claims it did not engage in any unfair business practices and denies liability under PAGA. Defendant also maintains the claims are improper for class treatment, in part, due to the

individualized and testimony-intensive nature of the wage claims that could bar class certification or significantly reduce Defendant's overall liability.

DISCOVERY AND INVESTIGATION

8. Following the filing of the complaint, the Parties discussed early settlement. Because of Defendant's financial restrictions, the Parties did not engage a formal mediator but proceeded to negotiate directly. Plaintiffs obtained from Defendant, through informal discovery, a statistically significant sample of time and payroll records of the Class, Plaintiffs' time and pay records and personnel file, Defendant's human resource documents as well as employee policies, and information regarding the estimated number of current and former Class Members, Workweeks, Aggrieved Employees, PAGA Pay Periods, and average hourly pay.

9. In preparation for the negotiation sessions, Class Counsel reviewed and analyzed all the information and records Defendant provided, including the sample records and documents regarding Defendant's wage and hour policies. In conjunction with their extensive factual investigation, Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Class Counsel were able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiffs' and Class Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS

10. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the negotiations willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After extensive discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties reached a settlement, the material terms of which are encompassed within the Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement Agreement" or "Settlement"), a true and correct copy of which is attached hereto as **Exhibit 1**,

which contains as Exhibit A thereto the Parties' proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice").

11. A true and correct copy of Plaintiffs' PAGA notices of alleged Labor Code violations sent to Defendant and the California Labor and Workforce Development Agency (the "LWDA") on December 17, 2023 and June 17, 2024 are attached hereto as **Exhibit 2**. Plaintiffs' administrative exhaustion period under PAGA expired without the LWDA indicating its intent to investigate the alleged violations. Pursuant to Labor Code section 2699, subdivision (*l*)(1), Class Counsel submitted a file-stamped copy of Plaintiffs' first amended complaint and second amended complaint that contained the Court-assigned case number to the LWDA.

12. To the best of my knowledge, I am not aware of any individual, representative, or class action in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted in this action on behalf of a class or group of individuals who would also be members of the putative Class, as defined in this matter. I have come to this conclusion after a reasonable inquiry and review of the LWDA's PAGA Case Search website, this Court's case search website, and other information reasonably available online. Additionally, Defendant has not indicated there is any related case pending as of the date of this declaration. As such, I am unable to name any case, the nature of any claims asserted in such case, or the definition of a class of parties on whose behalf any action was brought that would overlap with the putative Class, as defined in this matter, or would otherwise be extinguished or adversely affected by approval of this Settlement Agreement.

13. In compliance with Labor Code section 2699, subdivision (*l*)(2), Class Counsel submitted to the LWDA a notice of settlement and a copy of the proposed Settlement Agreement. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**.

14. Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (Settlement Agreement, ¶ 3.1.) Each Class Member who does not opt-out will be entitled to his or her pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks during which the Class Member worked in the Class Period. (*Id.* at ¶ 3.2.4.) Likewise, each Aggrieved Employee will be entitled to his or her pro rata share of the 25% share of PAGA Penalties that

is directly proportional to the number of PAGA Period Pay Periods during which the Aggrieved Employee worked in the PAGA Period. (*Id.* at ¶ 3.2.5.1.)

15. The Settlement Agreement provides Defendant will not oppose a fee application of up to one-third of the Gross Settlement Amount (currently estimated to be $40,000.00) for Class Counsel's attorneys' fees, plus reimbursement for out-of-pocket litigation costs not to exceed $6,000.00. (*Id.* at ¶ 3.2.2.) In the event the amount of actual costs is less and/or the amount of fees and costs approved by the Court are less than the requested amounts, the difference will revert to the Net Settlement Amount. (*Id.*) At this time, my firm has incurred $3,042.26 in costs, and a true and correct copy of these litigation costs is attached hereto as **Exhibit 4**.

16. The Settlement Agreement includes a Class Representative Service Payment to each Plaintiff in an amount up to $7,500.00 each (for a total of $15,000.00) from the Gross Settlement Amount, subject to the Court's approval, in addition to the amount they are eligible to receive as a Class Member. (*Id.* at ¶ 3.2.1.) The service payments are for Plaintiffs' time and effort, as well as their exposure to substantial risk, in bringing and presenting the action, and for their general release of claims, both known and unknown, and waiver of section 1542 rights. (*Id.* at ¶¶ 1.14, 5.1.) In the event the amount approved by the Court is less than the requested amount, the difference will revert to the Net Settlement Amount. (*Id.* at ¶ 3.2.1.)

17. The Parties jointly appoint ILYM Group, Inc. as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.2, 7.1.) The Settlement Agreement provides the Administrator will be paid an Administration Expenses Payment from the Gross Settlement Amount, in an amount up to $6,000.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.3.) A true and correct copy of the Administrator's flat fee bid of $5,950.00 is attached hereto as **Exhibit 5**.

18. Defendant shall fully fund the Gross Settlement Amount, and fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds, in three equal installments[1] to the Administrator paid every 45 days, with the first installment due 20 days after the Effective Date; the second

[1] The funding timeline was critical in settling the action to ensure Defendant could fund the Gross Settlement Amount within its financial constraints.

installment due 45 days after the first installment is paid; and the third and final installment due 45 days after the second installment is paid. (*Id.* at ¶ 4.3.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

19. Class Counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing document and information exchange and on their own independent investigation and evaluation, Class Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses that Defendant may assert both to certification and on the merits, the Settlement is in the best interests of the Class.

20. Based on Class Counsel's review of the time, payroll, and additional records and information provided by Defendant and on information from Plaintiff, Class Counsel evaluated and estimated Defendant's maximum and risk-adjusted exposure. Based on a review of its records as of April 8, 2024, Defendant estimates there are 121 Class Members who collectively worked a total of 8,193 Workweeks, and 60 allegedly Aggrieved Employees who worked a total of 2,756 of PAGA Pay Periods. (Settlement, ¶ 4.1.) Additionally, Defendant's payroll data showed Class Members worked an estimated 35,226 total shifts at an average hourly rate was $21.50 during the Class Period and that there were 56 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, and 60 employees falling within the one-year SOL period for inaccurate wage statement penalties.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Exposure Amount
Unpaid Wages (due to OTC Work)	8,193 Workweeks / 35,226 Shifts	$21.50 average hourly rate	587.1 net unpaid hours (assumes 5 minutes per shift) (25% overtime)	**$1,420.05****
Unpaid Wages (due to Rounding)	8,193 Workweeks / 35,226 Shifts	$21.50 average hourly rate	2,935.5 net unpaid hours (assumes 5 minutes per shift)	**$15,778.31***

Unpaid Wages (Regular Rate Issue)	8,193 Workweeks / 35,226 Shifts	$21.50 average regular rate	**Determined to have negligible, if any, value**	**Determined to have negligible, if any, value**
Meal Period Violations	8,193 Workweeks / 35,226 Shifts	$21.50 average hourly rate	8,807 unique meal break violations	**$47,337.63***
Rest Period Violations	8,193 Workweeks / 35,226 Shifts	$21.50 average hourly rate	17,613 unique rest break violations	**$37,867.95****
Unreimbursed Business Expenses	8,193 Workweeks / 35,226 Shifts	Assumes $10 per month	Based on information from Plaintiff	**$2,048.25****
Labor Code § 203	Based on approx. 56 terminated employees within the 3-year SOL	$19.09 average hourly rate /30-day max.	Assumes 8 hours/day	**$14,448.00*****
Labor Code § 226	Based on approx. 60 employees within the 1-year SOL	$50 per initial pay period /$100 per subsequent pay periods /$4,000 employee max.	Based on approx. 2,756 pay periods within the 1-year SOL	**$12,000.00*****
PAGA	Based on approx. 2,756 pay periods within the 1-year SOL	$100 per pay period	Based on approx. 2,756 pay periods within the 1-year SOL	**$13,780.00*****
Total				**$144,680.19**
* These figures are discounted based on a 25% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.[2]				

[2] A discount for risk at certification and trial is reasonable 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.) Moreover, discounting is particularly

21. As discussed above, Plaintiffs' unpaid wages claim is due to allegations that Defendant did not compensate Class Members for off-the-clock work. According to Plaintiffs, Defendant did not compensate Class Members for time spent waiting to clock in. For purposes of negotiations, I assumed, based on information from Plaintiff, that each Class Member performed 1 minute of unpaid work each shift, and thereby arrived at 587.1 cumulative unpaid hours, 25% of which is estimated to be overtime work, and an estimated maximum exposure of $14,200.48. However, Defendant argues employee timesheets accurately reflect work hours, that employees were compensated for all hours worked, and that Defendant did not require or permit the Class to work outside of their scheduled shift times. To the extent Class Members had to wait to clock in, Defendant argues such time was de minimis and non-compensable. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing any unpaid hours and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to off-the-clock work and clocking in. Therefore, I applied a 90% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $1,420.05 for the unpaid off-the-clock work claim**.

22. As discussed above, Plaintiffs' unpaid wages claim is due to allegations that Defendant rounded Class Members' time to their detriment. Based on a review of the records, Class Counsel estimated that Class Members' time entries were rounded down by approximately 5 minutes per shift, which resulted in an estimated maximum exposure of $63,113.25. However, Defendant argues employee timesheets accurately reflect work hours and that employees were compensated for all hours worked. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Therefore, I applied a 75% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $15,778.31 for the rounding claim**.

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warranted in this case because of the individualized and testimony-intensive nature of the wage claims that could bar or limit the likelihood of any recovery whatsoever.

23. As discussed above, Plaintiffs' unpaid overtime claim is also due to allegations that Defendant failed to incorporate non-discretionary remuneration into Class Members' regular rate of pay for purposes of paying overtime pay, sick pay, and meal break premiums. However, Class Counsel reviewed the sample records and determined there was an insufficient basis to establish a Labor Code violation on a class-wide basis. Defendant also argued these remunerations were discretionary as not everyone received a bonus, and therefore Defendant was not required to incorporate those payments into the regular rate. I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Accordingly, the **regular rate claim was determined to have negligible, if any, value**.

24. As discussed above, Plaintiffs' meal period claim is based on allegations that due to the nature of their work, Class Members' meal breaks were often short, late, interrupted, and sometimes missed altogether. Class Counsel reviewed the sample records that Defendant produced, and found approximately 8,807 unique meal period violations (a 25% violation rate), resulting in an estimated maximum exposure of $189,350.50. Defendant contends that many compliant meal breaks were taken and that where a violation appears, it was a result of employees voluntarily waiving their breaks. Defendant also argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant meal periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods. Therefore, I believe a 75% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of $47,337.63 for the meal period claim**.

25. As discussed above, Plaintiffs' rest period claim is based on allegations that due to the nature of their work, Class Members' rest periods were often short, late, interrupted, and sometimes missed altogether. For purposes of negotiation, I assumed, based on information from Plaintiffs, a 50% violation rate for shifts of at least 3.5 hours. Class Counsel thus calculated 17,613 unique rest period violations and found that Defendant did not pay any premium wages, resulting in an estimated maximum exposure of $378,679.50. Defendant maintains its compliance with all rest period obligations and that the putative Class was provided with the opportunity to take all rest periods to which they were entitled or otherwise

voluntarily waived breaks. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant rest periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits, particularly as rest periods were not recorded and Defendant's maximum exposure is based on an 50% violation rate. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to rest periods. Therefore, I believe a 90% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of $37,867.95 for the rest period claim**.

26. As discussed above, Plaintiffs' claim for unreimbursed business expenses is based on allegations that Class Members were required to use their personal cell phones for work. Based on information from Plaintiffs, I assumed, for purposes of mediation, that Class Members spent on average of $10 per month on unreimbursed business expenses, resulting in an estimated maximum exposure of $20,482.50. However, Defendant maintains it reimbursed Class Members for all necessary business expenses incurred. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing any unreimbursed expenses and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. This claim presents difficulties with certification because of the individualized nature of employees' business expenses. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to unreimbursed expenses. Therefore, I believe a 90% discount to the maximum exposure figure is warranted; accordingly, I arrived at **a realistic damage estimate of $2,048.25 for the unreimbursed business expenses claim**.

27. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs estimate Defendant's maximum potential exposure, prior to risk-adjustment, is $804,560.00 which breaks down as follows: a $288,960 for waiting time penalties for approximately 56 terminated Class Members during the 3-year SOL; $240,000.00 penalty for inaccurate wage statements based on approximately 60 Class Members within the 1-year SOL; and $275,600.00 for PAGA penalties based on the Court assessing a $100

penalty for each pay period containing a violation (est. 2,756 pay periods). However, I believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties and given Defendant's defenses, including that any failure to pay all final wages at the time of separation was not willful or intentional and that to the extent Plaintiffs received wage statements that were allegedly inaccurate, Plaintiffs suffered no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore, considering the underlying wage claims are realistically estimated to be $104,452.19, awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty (resulting in $14,448.00 for waiting time penalties, $12,000.00 for inaccurate wage statement penalties, and $13,780.00 for PAGA penalties) and accordingly arrived at **a realistic damage estimate of $40,228.00 for statutory and civil penalties**.

28. **Using these estimated figures, Plaintiffs predicted the *realistic* maximum recovery for all claims, including penalties, would be $144,680.19. This means the $120,000.00 maximum settlement figure represents roughly 83% of the realistic (*risk-adjusted*) maximum recovery.** This is an excellent result for the Class, particularly because, under the proposed Settlement Agreement, Class Members will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

29. While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving the amounts of wages owed to each Class Member would be an expensive, time-consuming, and uncertain proposition.

30. Class Counsel are also of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiffs prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

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

32. This Settlement avoids the risks, burdens, and the accompanying expense of further litigation. Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis, they have not conducted expert discovery or taken depositions. Moreover, preparation for class certification and a trial would remain for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs and/or any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

33. The Net Settlement Amount available for settlement payments is currently estimated to be **$41,000.00** for an estimated Class size of **121 individuals**.[3] As a result, it is estimated each Participating Class Member is eligible to receive an average benefit of approximately **$338.84** prior to tax withholdings on the wage portion of payments. Considering Class Members' average hourly rate is $21.50, the average benefit is approximately **15.8 hours of work**. Additionally, it is estimated there are **60 Aggrieved Employees** who are each receive an estimated average of **$50.00** from the 25% share of PAGA Penalties, or $3,000.00, which results in an estimated **pay period value of $1.09** based on the estimated **2,756 pay periods** during the PAGA Period. The actual amounts to Participating Class Members and Aggrieved Employees will vary based on each individual's duration of work during the Class Period or PAGA Period, respectively; thus, those who worked longer for Defendant during the relevant period will receive a benefit greater than the average estimated amount. At this time, the high and low range of payments to Class Members is unknown. These ranges will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data, and will be provided to the Court in a motion for final approval.

34. The proposed settlement of $120,000.00 therefore represents a substantial recovery when compared to Plaintiffs' reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Settlement amount of $120,000.00 is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate.

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[3] The Net Settlement Amount is at least $120,000 less the following: $15,000 for the Class Representative Service Payments ($7,500 to each Plaintiff), $6,000 for the Administration Expenses Payment, $12,000 for the PAGA Penalties to the LWDA and to Aggrieved Employees, $40,000 for Class Counsel's attorneys' fees, and up to $6,000.00 for Class Counsel's litigation costs. (Settlement Agreement, ¶ 3.1.)

THE SERVICE PAYMENT TO PLAINTIFFS ARE REASONABLE

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

36. At the same time, Plaintiffs faced many risks in adding themselves as the Class Representatives in this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public record in an employment lawsuit could also very well affect their likelihood for future employment. For example, a search of Plaintiffs' name will reveal this action, and as a result, many employers may likely forego hiring Plaintiffs in learning they sued a former employer.

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

38. In the final analysis, this class action would not have been possible without the aid of Plaintiffs, who put their own time and effort into this litigation and placed themselves at risk for the sake of the Class. The requested service payment to Plaintiffs for their service as the Class Representatives is a relatively small amount of money considering the time and effort put into the litigation and compared to enhancements granted in other class actions. The requested service payments are therefore reasonable to compensate

Plaintiffs for their active participation in this lawsuit, in addition to their general release of claims, both known and unknown, and waiver of section 1542 rights.

MY EXPERIENCE AND QUALIFICATIONS

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

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

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

42. My current billing rate is $950.00 per hour, which is my usual hourly rate for wage and hour litigations. A $950.00 per hour rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate. (The Laffey Matrix, http://www.laffeymatrix.com/see.html [last visited January 2, 2025].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 7**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at 921–22.) Using the same method here and based on my firm's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach

area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.5%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 13, 2025 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 13, 2025.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 8** and **Exhibit 9**, respectively. Based on my nearly 18 years of experience, my Laffey Matrix rate with a 2.5% adjustment is $971.7 per hour ($948 Laffey Matrix rate + (2.5% x $948)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

43. I am experienced in prosecuting and defending employment matters, particularly class actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage and hour class action lawsuits pending in various California counties, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc*. (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc*. (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) ($750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that case, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys"); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc*. (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v.*

Rossmoyne, Inc. (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

44. 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.

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

46. Mr. Feghali's currently billing rate is $900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's nearly 11 years of experience, his Laffey Matrix rate with a 2.5% adjustment is $971.70 per hour ($948 Laffey Matrix rate + (2.5% x $948)). (*See* Exh. 7.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of $900.00 per hour is reasonable.

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

(a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on all causes of action following contested briefing in a wage and hour class action.

(b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken under submission by the Court on February 3, 2022.

(c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).

(d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al*. (No. 19STCV44400), which was granted in part and denied in part in October 2022.

(e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP (RAOx)) 2020 WL 1934954, where Defendant removed a wage and hour class alleging that 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. March 13, 2018, No. 2:17–cv–09056–RSWL–MRWx) 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the individual defendant, who was alleged to have harassed the 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.

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

HYUNJIN KIM'S EXPERIENCE AND QUALIFICATIONS

49. Hyunjin Kim is an associate attorney at Moon Law Group, PC since 2022. Ms. Kim represents

employees in all aspects of employment litigation, including wage and hour class and representative actions involving claims related to overtime and minimum wages, meal and rest break violations, improper wage statements, the California Private Attorneys General Act, and unfair business practices.

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

51. Ms. Kim's billing rate is currently $675 per hour, which is her usual hourly rate in wage and hour litigations. Based on Ms. Kim's nearly 3 years of experience, her Laffey Matrix rate with a 2.5% adjustment is $484.83 per hour ($473 Laffey Matrix rate + (2.5% x $473)). (*See* Exh. 7.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Kim's billing rate of $675 per hour is reasonable.

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

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

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

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

53. Furthermore, a selection of settled class actions that have received preliminary and/or final settlement approval and PAGA-only approved settlements in which Ms. Kim assisted includes the following: *Alkaddomui v. Fremont Automotive Acquisition* (Alameda County No. RG21106760) ($137,500 for 240 aggrieved employees); *Arriaga v. Airline Tech Reps, LLC, et al.* (Los Angeles County

No. 21STCV45061) ($550,000.00 for approx. 289 class members); *Avila v. QRM Corp. et al.* (San Diego County, No. 37-2022-00012692-CU-OE-CTL) ($400,000.00 for approx. 150 class members); *Guerra v. Buffalo Spot 2 AZ, LLC, et al.* (Los Angeles County No. 22STCV16054) ($260,000.00 for approx. 615 class members); *Guillen v. Kerr Corporation* (Orange County, No. 30-2021-01217243-CU-OE-CXC) ($550,000.00 for 232 class members); *Herrera v. The Lloyd Pest Control Co.* (San Diego County No. 37-2018-0005210-CU-OE-CTL) ($150,000.00 for approx. 574 aggrieved employees); *Irons v. Sumitomo Electric Interconnect Products, Inc.* (San Diego County, No. 37-2021-00035431-CU-OE-CTL) ($825,000 for approx. 363 class members); *Martinez v. High Desert Auto Supply, Inc.* (San Bernardino County No. CIVSB2206780) ($450,000.00 for approx. 163 class members); *Phakhailathvone v. Orange Crush Athletics, et al.* (Sacramento County, No. 34-2021-00308178-CU-OE-GDS) ($400,000.00 for 1,333 class members); *Porter Brown v. Acrisure of California, LLC* (Orange County No. 30-2022-01276438-CU-OE-CXC) ($3,997,500.00 for approx. 1,185 class members); *Scott v. Polly's Inc., et al*. (Los Angeles County No. 21STCV09769) ($185,000.00 for approx. 1,853 aggrieved employees); *Vazquez v. St. Mar 2.0 Incorporated, et al.* (San Diego County No. 37-2021-00042702-CU-OE-CTL) ($2,250,000 for 3,003 class members); *Yaqub v. Spoelstra LLC* (San Bernardino County, No. CIVSB2132322) ($250,000.00 for 161 class members).

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

54. 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 30 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 knowledge and experience in areas of wage and hour class and PAGA actions, and labor and employment law generally.

55. 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.

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

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

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

58. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third of the Gross Settlement Amount (currently estimated to be $40,000.00), plus reimbursement for actual litigation costs not to exceed $6,000.00. (*Id.* at ¶ 3.2.2.) The proposed award of attorneys' fees to Class Counsel in this case can be justified under either the lodestar method or the percentage/common-fund recovery method. Class Counsel, however, intend to base the proposed award of fees on the percentage method as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

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

63. As of the drafting of this motion, my office has incurred $3,042.26 in expenses litigating this action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably necessary to the litigation and were actually incurred by my office. Moreover, because our costs are below the maximum amount allowed under the Settlement, the different will revert to Participating Class Members. Therefore, our costs should be reimbursed in full.

64. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome. My office's efforts included, without limitation, the following:

(a) Numerous interviews with Plaintiffs and review of documents provided by them;

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

(c) Preparation and submission of Plaintiffs' PAGA notice letters;

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

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

(f) Contacting witnesses;

(g) Analysis of the informal discovery production and preparation of a damages model;

(h) Attendance and active participation at multiple negotiation sessions;

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

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

65. Through the efforts of my office and Plaintiffs in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of $120,000.00 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 Plaintiffs, 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 January 23, 2025, at Los Angeles, California.

Kane Moon