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Attorneys for Plaintiff Victor Anthony Guerra

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

VICTOR ANTHONY GUERRA, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

KNAUF INSULATION, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV-0206404

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Plaintiff, the Declaration of Jodee
Lawrence, and [Proposed] Preliminary Approval
Order]*

PRELIMINARY APPROVAL HEARING:

Date: October 12, 2026

Time: 8:30 a.m.

Dept.: 64

Judge: Hon. Ryan H. Birss

Class Action Filed: September 4, 2024

PAGA Action Filed: November 6, 2024

Trial Date: Not set

I, KANE MOON, declare as follows:

CASE BACKGROUND AND PROCEDURAL HISTORY

3. Defendant is a manufacturer of insulation products. Defendant employed Plaintiff and other non-exempt, hourly-paid employees during the Class Period. Plaintiff contends he and his coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

4. Plaintiff's claim for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiff and others for all hours worked including as a result of Defendant requiring employees to work off-the-clock. Plaintiff also alleges that Defendant failed to incorporate all remuneration into employees' regular rate of pay for purposes of paying meal premium and sick pay. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work and Defendant's policies, Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-compliant

breaks. Plaintiff further brings a claim for unreimbursed necessary business expenses based on allegations that Class Members were required to use their personal cellphone for work purposes without reimbursement from Defendant. Finally, Plaintiff also brings derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

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

6. On October 4, 2024, Defendant removed the Class Action to the United States District Court for the Eastern District of California, where it was assigned Case No. 2:24-cv-02751-TLN-DMC. On November 22, 2024, Plaintiff filed a First Amended Complaint, and on December 12, 2024, Plaintiff filed a Second Amended Complaint.

7. Pursuant to PAGA, on August 31, 2024, Plaintiff gave written notice to the California Labor and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s PAGA Notice is attached hereto as **Exhibit 2**. On November 6, 2024, Plaintiff commenced the PAGA Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Shasta, alleging a cause of action for civil penalties under PAGA (Cal. Lab. Code §§ 2698, et seq.). Plaintiff filed a First Amended Complaint on December 18, 2024, and a Second Amended Complaint on February 10, 2025.

8. The Parties agreed to mediate both the Class and PAGA actions. Pursuant to the Settlement, the Parties agreed that Plaintiff would file a Third Amended Complaint consolidating the class and representative claims in the PAGA Action, which the Parties agree will be deemed the operative complaint for purposes of this Settlement (the “Operative Complaint”). The Parties further agreed to stipulate to remand the Class Action to the Court for purposes of effectuating the Settlement.

1 9. In compliance with Labor Code section 2699(s)(1), Plaintiff subsequently submitted to
2 the LWDA a file-stamped copy of the complaint containing the Court-assigned case number. To date,
3 the LWDA has not indicated its intent to investigate the alleged violations or intervene in this Action.

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

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11. The Parties agreed to mediate this action with Michael Ludwig, Esq., an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal production of documents and information before mediation. Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, documents relating to its policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, and meal and rest breaks, along with payroll, timekeeping, and operational policies. Defendant produced a 19.2% sample of the time and pay records of the putative Class, Plaintiff's personnel file and time and pay records, and information regarding the estimated number of current and formerly employed Class Members, Aggrieved Employees, and PAGA Pay Periods.

12. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample records and documents regarding Defendant's wage-and-hour policies. Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to the mediation. The sample time and pay records analyzed contained 17,965 actual shifts worked (representing roughly 17.3% of total shifts worked in the Class Period), which allowed Plaintiff's expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff's and his Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

13. On November 13, 2025, the Parties participated in a full day of private mediation with Michael Ludwig, Esq. The negotiations were at arm's-length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and

1 appeal if a settlement had not been reached. After a full discussion regarding the strengths and
2 weaknesses of Plaintiff's claims and Defendant's defenses and with the assistance of the mediator, the
3 Parties reached a resolution, the material terms of which are set out in the Settlement.

4 14. In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of
5 the proposed Settlement has been submitted to the LWDA along with a copy of Plaintiff's preliminary
6 approval motion and the hearing date. A true and correct copy of the PAGA Case Detail showing that
7 the Settlement was submitted to the LWDA is attached hereto as **Exhibit 3**. To date, the LWDA has not
8 indicated any objection to the Settlement.

9 **KEY TERMS OF SETTLEMENT**

10 15. **GSA and Funding**: The Gross Settlement Amount ("GSA") is \$720,000.00, subject to
11 potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.0.) Defendant
12 will separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class
13 Payments. (*Id.*) The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions
14 of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator
15 within fourteen (14) calendar days of the Effective Date. (*Id.* at ¶ 4.0.)

16 16. **Escalator Clause**: The GSA is based on approximately 27,395 Workweeks at issue
17 during the Class Period as of November 26, 2025. (*Id.* at ¶ 7.0.) Should the number of Workweeks
18 increase more than 10% greater than this figure during the Class Period, Defendant agrees to either 1)
19 increase the GSA on a proportional basis by the percentage by which the number of Workweeks exceeds
20 10% (i.e., if there was an 11% increase in the number of Workweeks during the Class Period, Defendant
21 would increase the GSA by 1%), or 2) shorten the Class Period and PAGA Period such that they end on
22 the date that the number of Workweeks reaches 30,134, in which case Defendant will not be required to
23 pay any additional amount. (*Id.*) Defendant agrees to be prepared to inform the Court of its election at
24 the Preliminary Approval Hearing. (*Id.*)

25 17. **Class Representative Service Payment**: The Settlement provides a Class Representative
26 Service Payment to the Class Representative not to exceed \$7,500.00 in addition to any Individual Class
27 Payment and Individual PAGA Payment he is entitled to receive as a Participating Class Member. (*Id.*)

at ¶¶ 1.13, 3.1.1.) This award is for initiating and providing services in support of the Action. (*Id.* at ¶ 1.13.) If the Court approves of an amount that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. (*Id.* at ¶ 3.1.1.)

18. Class Counsel Fees and Litigation Expenses Payments: The Settlement permits a fee application for Class Counsel Fees Payment not to exceed one-third of the Gross Settlement Amount, which is currently estimated to be \$240,000.00, and a Class Counsel Litigation Expenses Payment not to exceed \$20,000.00. (*Id.* at ¶ 3.1.2.) If the Court approves of an amount that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. (*Id.*) To date, my firm has incurred \$15,674.00 in actual litigation costs, and a true and correct copy of a report showing current costs is attached hereto as **Exhibit 4**.

19. Administration Expenses Payment: The Settlement provides an Administration Expenses Payment to the Administrator, payable from the GSA, in an amount not to exceed \$10,000.00, except for a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.1.3.) To the extent the administration expenses are less, or the Court approves payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Settlement Administrators (“Phoenix”) as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.1, 6.0.) A true and correct copy of Phoenix’s bid of \$8,250.00 is attached hereto as **Exhibit 5**.

20. Aggrieved Employees; PAGA Period: Aggrieved Employees is defined as all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees in the State of California during the PAGA Period. (*Id.* at ¶ 1.31.) For purposes of Settlement, the “PAGA Period” is the period from August 31, 2023, through November 16, 2025. (*Id.* at ¶ 1.29.)

21. PAGA Penalties; Individual PAGA Payments: The Settlement allocates PAGA Penalties in the amount of \$60,000.00 to be paid from the Gross Settlement Amount, with 65% (\$39,000.00) allocated to the LWDA PAGA Payment and 35% (\$21,000.00) allocated to the Individual PAGA Payments. (*Id.* at ¶¶ 1.33, 3.1.5.) Each Aggrieved Employee will be entitled to a pro rata share of the 35% share of the PAGA Penalties directly proportional to their number of PAGA Pay Periods. (*Id.* at ¶ 3.1.5.1.) This results in an average Individual PAGA Payment of roughly **\$120.00** for each of

the estimated 175 Aggrieved Employees (\$21,000.00 / 175), and a PAGA Pay Period value of roughly \$3.62 for each of the 5,795 estimated Pay Periods in the PAGA Period (\$21,000.00 / 5,795).

22. Net Settlement Amount: The Net Settlement Amount is the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. (*Id.* at ¶ 1.26.) The remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id.*) Accordingly, the Net Settlement Amount will be *no less than* **\$382,500.00** for an estimated Class of **245 individuals**.¹

23. Class Members/Period: The Class is defined as all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees in the State of California during the Class Period, which for the avoidance of doubt may also include Aggrieved Employees as defined above. (*Id.* at ¶ 1.3.) For purposes of Settlement, the “Class Period” is the period from March 15, 2021, through November 16, 2025. (*Id.* at ¶ 1.11.)

24. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks worked during the Class Period. (*Id.* at ¶ 3.1.4.) The estimated **\$382,500.00** Net Settlement Amount results in an average Individual Class Payment of roughly **\$1,561.22** for each of the estimated 245 Class Members (\$382,500.00 / 245),² and a Workweek value of roughly **\$13.96** for each of the 27,395 estimated Workweeks in the Class Period (\$382,500.00 / 27,395).

25. Tax Allocations: 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). (*Id.* at ¶ 3.1.4.1.) 80% of each

¹ The Net Settlement Amount was calculated by deducting the following from the \$720,000.00 GSA: \$7,500.00 for the Class Representative Service Payment, up to \$10,000.00 for the Administration Expenses Payment, \$60,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$240,000.00 for the Class Counsel Fees Payment, and up to \$20,000.00 for the Class Counsel Litigation Expenses Payment. (Settlement, ¶¶ 3.1–3.1.5.)

² At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data. (Settlement, ¶ 6.1.) The high and low range of payments will be provided to the Court in a motion for final approval.

1 Participating Class Member's Individual Class Payment will be allocated to settlement of claims for
2 interest and penalties (the "Non-Wage Portion"). (*Id.*) The Administrator will report the Individual
3 PAGA Payments on IRS 1099-MISC Forms. (*Id.* at ¶ 3.1.5.2.)

4 26. Disbursement and Uncashed Funds: Disbursement will occur within 14 calendar days
5 of completed funding. (*Id.* at ¶ 4.1.) Class Members will not need to submit any claim form as a condition
6 of receiving individual settlement payments. (*Id.* at ¶ 3.0.) For any Class Member whose Individual Class
7 Payment check or for any Aggrieved Employee whose Individual PAGA Payment check is uncashed
8 and cancelled after 180 days from the date of mailing (the "Void date"), the Administrator shall transmit
9 the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name
10 of the Class Member or Aggrieved Employee thereby leaving no "unpaid residue" in accordance with
11 the requirements of California Code of Civil Procedure Section 384(b). (*Id.* at ¶¶ 4.1.1, 4.1.3.)

12 27. Released Class Claims by Participating Class Members: This release includes, without
13 limitation, a release of all claims alleged in the Operative Complaint for alleged failure to pay minimum
14 wages, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify
15 necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate
16 itemized wage statements, violation of California Business and Professions Code §§ 17200, et seq., and
17 statutory waiting time penalties based on the foregoing (collectively, the "Released Class Claims"). (*Id.*
18 at ¶ 5.1.)

19 28. Released PAGA Claims by Aggrieved Employees and LWDA: This release includes
20 any and all claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged or
21 that reasonably could have been alleged based on the facts alleged in the Operative Complaint or
22 Plaintiff's PAGA Notice, including, but not limited to, failure to pay minimum wages, failure to provide
23 meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business
24 expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage
25 statements (collectively, the "Released PAGA Claims"), arising during the PAGA Period. (*Id.* at ¶ 5.2.)
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1 29. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of
2 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any,
3 of Section 1542 of the Civil Code. (*Id.* at ¶ 5.0.3.)

4 30. Effective date of claims releases: Effective on the date Defendant fully funds the entire
5 Gross Settlement Amount and separately pays all employer payroll taxes owed on the Wage Portion of
6 the Individual Class Payments. (*Id.* at ¶ 5.)

7 31. Released Parties: Defendant and each of its former, present, and/or future directors,
8 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents,
9 subsidiaries, affiliates, agents, and any other entities or persons acting by, through, under, or in concert
10 with any of them that could be considered to have jointly employed the Settlement Class Members or
11 PAGA Group (including, without limitation, any investment bankers, accountants, insurers, reinsurers,
12 attorneys and any past, present or future officers, directors and employees). (*Id.* at ¶ 1.40.)

13 32. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be
14 mailed via first-class U.S. mail in English and Spanish to the current address of each Class Member. (*Id.*
15 at ¶ 6.3.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the
16 Settlement, the estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA
17 Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and
18 PAGA Pay Periods used to calculate these amounts, the Final Approval Hearing information, the
19 procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members,
20 and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at
21 ¶¶ 6.3, 6.12-6.12.3, Ex. A.)

22 33. No Related Actions: The Parties, Class Counsel, and Defense Counsel represent that
23 they are not aware of any other pending matter or action asserting claims that will be extinguished or
24 affected by the Settlement. (*Id.* at ¶ 2.9.)

25 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

26 34. Plaintiff's Counsel have conducted a thorough investigation into the facts of this case.
27 As previously noted, the Settlement at issue was reached through arm's-length negotiations, private
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mediation, and the assistance of a statistics expert. Based on Defendant’s informal class-wide discovery production, on Plaintiff’s Counsel independent investigation and evaluation, and on their extensive experience in wage-and-hour litigation, Plaintiff’s 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 Defendant may assert both to certification and on the merits, the Settlement is in the best interest of the Class and LWDA.

35. Based on Plaintiff’s Counsel’s review of the time, payroll, and additional data provided by Defendant, on Plaintiff’s expert’s analysis of the sample records provided by Defendant, and on information from Plaintiff, Plaintiff’s Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on a review of Defendant’s records, it is estimated that there are approximately 245 Class Members who collectively worked 27,395 Workweeks (as of November 26, 2025) during the Class Period, and 175 Aggrieved Employees who collectively worked 5,795 PAGA Pay Periods during the PAGA Period. (*Id.* at ¶ 7.0.) Additionally, there were an estimated 100 former employees falling within the three-year statute of limitations (“SOL”) period for waiting time penalties, that Class Members’ average hourly rate was \$24.71, and that the average regular hourly rate was \$25.66.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	27,395 Workweeks	\$25.66 average regular rate	Based on Expert Analysis of Records	\$22,345.75*
Unpaid Wages (Off the Clock)	27,395 Workweeks	\$24.71 average hourly rate	5,342 net unpaid hours (assuming 3 minutes per shift) (0% overtime)	\$13,200.08**
Meal Period Violations	27,395 Workweeks	\$24.71 average hourly rate	97,865 unique meal break violations	\$604,561.04*
Rest Period Violations	27,395 Workweeks	\$24.71 average hourly rate	53,153 rest break violations (assuming 50% break violations)	\$131,341.06**

			for shifts of at least 3.5 hours)	
Unreimbursed Business Expenses Violations	27,395 Workweeks	\$15 per month	Assumes \$15 per month	\$10,273.13**
Labor Code § 203	Based on approx. 100 terminated employees within the 3-year SOL	\$24.71 average hourly rate / 30-day max.	Assumes 10.9 hours / day	\$46,000.95***
Labor Code § 226	Based on approx. 175 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 5,795 pay periods within the 1-year SOL	\$35,000.00***
PAGA	Based on 5,795 pay periods within the 1-year SOL	\$100 per pay period	Based on 5,795 pay periods within the 1-year SOL	\$28,975.00***
Total				\$891,697.01
* 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.³				

36. As discussed above, Plaintiff's unpaid wages claim is based, in part, on allegations that Defendant failed to incorporate all remuneration, including bonuses, into Class Members' regular rate of pay for purposes of paying meal premium and sick pay. Specifically, Plaintiff's expert reviewed the sample records Defendant produced and found 2,236 identifiable additional remunerations (coded as follows: BONUS, CORONA BONUS, REFERRAL BONUS, and SHIFT PAY) that were made yet not factored into the regular rate of pay, impacting 83.7% of Class Members for sick pay and 79.6% of Class Members for meal premium and resulting in a maximum exposure of \$89,383.00. However, Defendant

³ It is reasonable to apply discounts to account for risks at certification and trial, in part, because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement or as part of a contested certification motion. (See Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) Further, the likelihood that Defendant could assert viable legal defenses would likely further reduce its overall exposure.

1 argues these bonuses were discretionary, and therefore Defendant was not required to incorporate those
2 payments into the regular rate. Due to the lack of written policies regarding criteria for bonus payments,
3 I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits.
4 Therefore, I applied a 75% discount to the maximum exposure figure; accordingly, I arrived at **a realistic**
5 **damage estimate of \$22,345.75 for the regular rate claim.**

6 37. Plaintiff's unpaid wages claim is also based on allegations that Defendant failed to pay
7 all minimum wages due to off-the-clock work performed related to time spent waiting to clock in and
8 out of work, and time spent after shifts to clean up. Therefore, Plaintiff's Counsel estimated Class
9 Members spent an average 3 minutes off the clock per shift. Accordingly, Plaintiff's Counsel and data
10 expert estimated Defendant failed to pay Class Members for approximately 5,342 net hours. From this,
11 and in light of the average rates of the Class Members, Defendant's estimated maximum potential
12 liability is \$132,000.82. Defendant contends that all time worked was compensated, that the time spent
13 waiting to clock in and out of work was *de minimis*, that Class Members were not permitted to work off-
14 the-clock, and that this claim is highly individualized and not susceptible to class-wide treatment. I
15 acknowledge that "off-the-clock" claims are difficult to be tried on a class wide basis because there is
16 no apparatus that can be used to prove this claim—there are no records to be used as evidence. In light
17 of these defenses, and for purposes of settlement, I discounted the maximum potential liability by 90%.
18 **Plaintiff's realistic recovery estimate for the unpaid wages claim due to off-the-clock work is**
19 **therefore \$13,200.08.**

20 38. Plaintiff's meal period claim is based on allegations that Defendant did not provide or
21 maintain sufficient meal period practices and policies, such that Class Members were not always
22 permitted or able to take meal periods and/or were sometimes subjected to late, short and/or interrupted
23 meal periods without compensation in lieu thereof. The sample of time and corresponding payroll
24 records for the putative Class indicated that Defendant either failed to provide a meal period or provided
25 a short and/or untimely meal period 97,865 times throughout the Class Period, resulting in a 92.9%
26 violation rate. Plaintiff's Counsel and its data expert then calculated that, in light of these violations and
27 the average hourly rate of the putative Class, that Defendant had a potential liability of \$2,418,244.15
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(97,865 unique violations x \$24.71 avg. hourly rate). Defendant nonetheless contends that many meal breaks were taken and, where a violation appears, it was a result of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the fifth hour, or to stop his or her break early to return to work. Moreover, 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. In light of these defenses, and for purposes of settlement, Plaintiff's Counsel believe it reasonable to apply a 75% discount to the potential liability. **Plaintiff's realistic recovery estimate for the meal period claim is therefore \$604,561.04.**

39. The rest break claim is based on allegations that Defendant did not provide or maintain sufficient rest break practices and policies, such that Class Members were regularly required to work in excess of four consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest break violations could not be calculated since Defendant neither documented, nor is required to document, when Class Members took their required rest breaks. Therefore, in preparation for mediation, Plaintiff's Counsel assumed a 50% violation rate for shifts of at least 3.5 hours in length and, based on the average hourly rate of the putative Class, calculated Defendant's potential liability to be \$1,313,410.63 (53,153 unique rest break violations x \$24.71 per hour). Defendant nonetheless contends rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks and, significant for purposes of class certification, that this claim is individualized in nature and therefore would require declarations indicating the majority of Class Members experienced issues as to rest breaks. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential liability by 90%. **Plaintiff's realistic recovery estimate for the rest break claim is therefore \$131,341.06.**

40. The unreimbursed business expenses claim is based on allegations that Defendant did not reimburse Class Members for all expenses incurred in direct consequence of the discharge of duties, including the use of their personal cellphone for work purposes. The precise value of all necessary business expenses Class Members incurred could not be calculated. Therefore, in preparation for

1 mediation, Plaintiff's Counsel estimated Defendant owed approximately \$15.00 a month to each Class
2 Member in the statutory period and that Defendant's potential liability is \$102,731.25. Defendant
3 contends it complied with all its reimbursement obligations, that cellphone use was not required for
4 work, and further, that the reimbursement claim would be difficult to certify, given the individualistic
5 nature of this claim. In light of these defenses, and for purposes of settlement, I discounted Defendant's
6 potential liability by 90%. **Plaintiff's realistic recovery estimate for the unreimbursed expenses**
7 **claim is therefore \$10,273.13.**

8 41. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
9 estimates Defendant's maximum potential recovery, prior to risk-adjustment, is \$2,199,519.00, which
10 breaks down as follows: **\$920,019.00** for waiting time penalties for approximately 100 terminated Class
11 Members in the 3-year SOL; a **\$700,000.00** penalty for inaccurate wage statements based on
12 approximately 175 Class Members in the 1-year SOL; and **\$579,500.00** for PAGA penalties based on
13 5,795 Pay Periods and the Court assessing a \$100 penalty for each pay period containing a violation.
14 However, I believe it would be unrealistic to expect the Court to award the full exposure amount given
15 the discretionary nature of awarding penalties and given Defendant's defenses, including without
16 limitation, that any failure to pay all final wages at the time of separation was not willful or intentional
17 and that to the extent Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered
18 no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive
19 nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's
20 overall liability for statutory and civil penalties. Furthermore, considering the underlying wage claims
21 are realistically estimated to be \$781,721.06, awarding such a disproportional amount in penalties would
22 also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty
23 (resulting in **\$46,000.95** for waiting time penalties, **\$35,000.00** for inaccurate wage statement penalties,
24 and **\$28,975.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate of**
25 **\$109,975.95 for statutory and civil penalties.**

26 42. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery**
27 **for all claims, including penalties, is \$891,697.01.** This means **the \$720,000.00 gross settlement**
28

1 **figure represents roughly 81% of the total realistic recovery.** This is an excellent result for the Class,
2 particularly because, under the Settlement, Class Members will receive timely and guaranteed relief,
3 avoiding the risk of not being able to recover anything.

4 43. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that
5 satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing
6 Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation,
7 Defendant has had to hire legal counsel, engage in informal class-wide discovery, and participate in
8 mediation. Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming
9 final settlement approval is granted. (Settlement, ¶ 3.1.5.) Not including its own attorneys' fees and costs
10 as well as the employer's share of payroll taxes, Defendant will pay \$720,000.00 to resolve this matter—
11 of which \$60,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with
12 Labor Code section 2699 as 65% (\$39,000.00) to the LWDA and 35% (\$21,000.00) to Aggrieved
13 Employees—and the release obtained under the Settlement does not preclude Aggrieved Employees
14 from pursuing any individual claims they may have against Defendant or the other Released Parties.
15 Moreover, Plaintiff's Counsel are of the opinion that because the issues here are fairly contested, there
16 is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits
17 due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to
18 go to trial, any award granted would be at the discretion of the Court and subject to a substantial
19 reduction.

20 44. Further, Plaintiff's Counsel took into account the risk of not being able to proceed on a
21 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
22 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties
23 and in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff
24 would be successful at trial, assuming he is first able to certify the claims and defeat the manageability
25 issues presented at litigation, Plaintiff could be awarded substantially less than what was obtained
26 through the Settlement. In sum, the \$60,000.00 PAGA Penalties allocation under the Settlement
27 constitutes genuine and meaningful relief.

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

7 46. The Settlement obviates the significant risk that this Court may deny certification of all
8 or some of Plaintiff's claims. Plaintiff's Counsel took into account the risk of not prevailing at trial due
9 to low or no participation by Class Members. Indeed, the individualized and testimony-intensive nature
10 of the claims could bar manageability of the representative claims or otherwise significantly reduce any
11 recovery whatsoever. For example, the rest period and unreimbursed expense claims are testimony-
12 driven claims and assume 50% and 100% violation rates, respectively, which would not likely be
13 demonstrated at trial, as it assumes either the participation of a majority or all employees (which would
14 be difficult given the reality that many, if not all, employees would be unwilling to participate due to
15 fear of retaliation), or alternatively, the use of surveys or statistical data as a surrogate (which would still
16 require the participation of a majority of employees to establish a sound representation of all non-
17 exempts). Even assuming employees would be willing to participate, obtaining declarations would
18 potentially reveal that each individual employee had a different experience.

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

1 48. The proposed \$720,000.00 Settlement represents a substantial recovery when compared
2 to the reasonably forecasted recovery for the Class. When considering the risks of litigation, the
3 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and
4 the probability of appeal, it is clear the Settlement amount is within the “ballpark” of reasonableness,
5 and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
6 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399,
7 408–09 [holding that *Kullar* does not require “an explicit statement of the maximum amount the plaintiff
8 class could recover if it prevailed on all its claims,” but instead, only an “understanding of the amount
9 that is in controversy and the realistic range of outcomes of the litigation”].)

10 THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

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

22 50. At the same time, Plaintiff faced many risks in adding himself as the named Plaintiff in
23 this matter. Plaintiff faced actual risks with his future employment, as putting himself on public record
24 in an employment lawsuit could also very well affect his likelihood for future employment. For example,
25 a search of Plaintiff’s name will reveal this action, and as a result, many employers may likely forego
26 hiring Plaintiff in learning he sued a former employer.

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

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

13 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

25 56. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage-and-
26 hour litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in
27 the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
28

1 <http://www.laffeymatrix.com/see.html> [last visited August 31, 2026].) The Laffey Matrix is a “well-
2 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
3 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
4 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
5 upwards based on “locality pay differentials” and the location of counsel’s office in California to
6 determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to
7 the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential
8 of the District of Columbia and San Francisco, California, where counsel’s office was located].) To
9 determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality
10 pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based
11 on my firm’s location in Los Angeles, California, the locality pay differential of the Los Angeles-Long
12 Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is
13 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los
14 Angeles-Long Beach, CA, Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-
15 Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long
16 Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and
17 **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate
18 with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)).
19 Accordingly, my current billing rate of \$950.00 per hour is reasonable.

20 57. I am experienced in prosecuting and defending employment matters, particularly class
21 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice
22 on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel
23 for other wage-and-hour class action lawsuits pending in various California counties, including in state
24 and federal courts. The following is a list of some of our recent class action settlements that have received
25 preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size
26 approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class
27 size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size
28

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

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

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

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

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

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

17 (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
18 *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was granted in part.

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

21 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
22 motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No.
23 19STCV44400), which was granted in part and denied in part in October 2022.

24 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of
25 *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP
26 (RAOx)) 2020 WL 1934954, where defendant removed a wage-and-hour class alleging
27 that Plaintiffs' claims were pre-empted by the Labor Management Relations Act.
28

- 1 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald,*
2 *U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There,
3 the Court of Appeal reversed a dismissal of an individual defendant following the trial
4 court’s granting of a demurrer without leave to amend relating to alter ego allegations.
- 5 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo*
6 *v. Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-
7 MRWx) 2018 WL 1352910. Defendants there sought to remove the case based on the
8 inclusion of a “sham defendant,” but the court agreed with Mr. Feghali’s briefing which
9 argued that the individual defendant, who was alleged to have harassed the Plaintiffs under
10 FEHA, was a proper defendant.
- 11 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled
12 for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali
13 has resolved or assisted in the resolution of approximately 100 cases which has resulted in
14 millions of dollars of unpaid wages being returned to low-wage employees.
- 15 (i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
16 motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which
17 was granted, in part, and denied, in part, in February 2024.

18 62. Since June 2018, Mr. Feghali’s practice has shifted to almost exclusively representing
19 employees in wage-and-hour class and representative actions. His fee has been approved by Courts
20 throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of
21 over 100 wage-and-hour class actions, including obtaining preliminary and final approval of settlements.
22 A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the
23 following: *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Stanley Black &*
24 *Decker Wage and Hour Cases* (No. JCCP5218) (\$3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-
25 00042702-CU-OE-CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No.
26 21STCV16872) (\$2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000);
27 *Martinez, et al. v. Curative LLC* (No. 21STCV20778) (\$1,500,000); *Calderon v. Installed Building*
28

1 *Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No.
2 CGC-20-582921) (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57);
3 *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills*
4 *Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625)
5 (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The*
6 *Roman Catholic Bishop of Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.*
7 (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591) (\$1,250,000);
8 *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members); *Cha v. Center Point, Inc.* (No.
9 CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No. BC644129) (2,137 class
10 members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for 79 class members);
11 and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

12 CHARLOTTE MIKAT-STEVEN'S EXPERIENCE AND QUALIFICATIONS

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

19 64. Ms. Mikat-Stevens received her B.As. in Anthropology and International Studies with
20 honors from Loyola University of Chicago in 2013, and her J.D. and Master of Environmental Law and
21 Policy from Vermont Law School ("VLS") in 2017. While in law school, Ms. Mikat-Stevens served as
22 Note and Production Editor for the Vermont Journal of Environmental Law, served with the VLS
23 Environmental Law Society, and worked as a student clinician both for both the Food and Agriculture
24 and the Environmental and Natural Resources Law Clinics at VLS. Following law school, Ms. Mikat-
25 Stevens was selected for a fellowship focused on the labor trafficking and forced labor of agricultural
26 workers in the United States, during which time she developed a toolkit for legal practitioners and
27 represented victims of trafficking with civil and criminal cases. Before joining Moon Law Group, PC,
28

1 Ms. Mikat-Stevens represented farm workers with various employment law claims in administrative
2 and civil courts, including class and representative actions, as well as in grievance and arbitration
3 matters.

4 65. Ms. Mikat-Stevens became an Active Member of the State Bars of California and
5 Washington in 2019 and has been a member in good standing continuously since then. She is also
6 admitted to practice in the United States District Court for the Eastern and Central Districts of
7 California and in the United States District Court for the Eastern District of Washington.

8 66. Ms. Mikat-Stevens' current billing rate is \$725.00 per hour, which is her usual hourly
9 rate in wage-and-hour litigations. Based on Ms. Mikat-Stevens' 8+ years of experience out of law
10 school, her Laffey Matrix rate with a 2.53% adjustment is \$924.82 per hour (\$902 Laffey Matrix rate
11 + (2.53% x \$902). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering her
12 experience, Ms. Mikat-Stevens' billing rate of \$725.00 per hour is reasonable.

13 67. A selection of settled class actions that have received preliminary and/or final
14 settlement approval and PAGA-only approved settlements in which Ms. Mikat-Stevens assisted in the
15 resolution during her tenure with Moon Law Group, PC includes the following: *Alvarez v. Conagra*
16 *Foods Packaged Foods, LLC, et al.* (Los Angeles No. 21STCV37375) (\$1,000,000 for 1,066 class
17 members); *Amador v. Prime Waterproofing & Roofing, Inc.* (LA No. 19STCV08032) (\$107,500 for
18 157 class members); *Amaya v. Purosil, LLC* (Riverside No. CVRI2202854) (\$435,000 for 353 class
19 members); *Argueta v. ASMB, LLC* (LA No. 22STCV08327) (\$135,000 for approx. 506 aggrieved
20 employees); *Arzate v. Coastal Blooms Nursery, LLC* (Santa Barbara No. 22CV00778) (\$150,000 for
21 approx. 697 aggrieved employees); *Bonine v. Wachter, Inc.* (LA No. 20STCV31653) (\$354,000 for
22 209 class members); *Bustamante v. Advanced Skilled Nursing, Inc.* (LA No. 19STCV00801)
23 (\$525,000 for 530 class members); *Cabello v. Rancho Car Wash, LLC* (Riverside No. CVRI2103709)
24 (\$297,500 for 132 class members); *Candys v. Community Psychiatry Management, LLC* (Sacramento
25 No. 34-2022-00314705) (\$921,153.39 for 790 class members); *Castillo v. Freedom Painting Inc.* (LA
26 No. 20STCV22365) (\$250,000 for 99 class members); *Cervantes v. Wondertreats, Inc.* (Stanislaus
27 No. CV-22-001263) (\$295,884.32 for 433 class members); *Cruz v. Knightsbridge Plastics, Inc.*
28

(Alameda No. 23CV028294) (\$700,000 for 343 class members); *Del Toro-Ibarra v. West Pico Distributors, LLC* (LA No. 21STCV31247) (\$130,000 for 108 class members); *Delgado v. Kings River Farming, Inc.* (Fresno No. 22CECG00736) (\$517,500.00 for approx. 760 aggrieved employees); *Duncan v. Infineon Technologies Americas Corp.* (LA No. 21STCV16872) (\$2,500,000 for 775 class members); *Duncan v. Roth Staffing Companies, L.P., et al.* (San Bernardino No. CIVSB2421369) (\$225,000 for approx. 329 aggrieved employees); *Estrada v. TRC Companies, Inc., et al.* (LA No. 21STCV37078) (\$2,200,000 for 698 class members); *Fennix v. Tenderloin Housing Clinic, Inc.* (San Francisco No. CGC-20-584834) (\$330,000 for 589 class members); *Ferry v. Cencal Wings II, Inc.* (Fresno No. 21CECG03205) (\$630,000 for 588 class members); *Fisher et al. v. Supreme Truck Bodies of California, Inc. et al.* (Riverside No. CVRI2200207) (\$3,000,000 for 1,344 class members); *Flores v. Home Delivery Service, LLC* (Alameda No. RG21096517) (\$1,200,000 for 3,144 class members); *Garcia v. Meissner Filtration Products, Inc., et al.* (Ventura No. 2021-00555324-CU-OE) (\$265,000 for 1,364 aggrieved employees); *Garcia v. San Jose Water Company* (Santa Clara No. 22CV39638) (\$1,200,000 for 489 class members); *Garcia v. South Valley Companies* (Kern No. BCV-22-100465) (\$182,000 for 151 class members); *Garcia v. Tri-Valley Plastering, Inc.* (Fresno No. 22CECG00591) (\$1,250,000 for 858 class members); *Ghusar v. ECMD, Inc.* (Riverside No. CVRI2404116) (\$195,000 for 108 aggrieved employees); *Gomez v. Arya Ice Cream Distributing Co., Inc.* (LA No. 21STCV31170) (\$588,203.6 for 98 class members); *Gonzalez v. A.M. Castaneda, Inc.* (San Diego No. 37-2021-00017374-CU-OE-CTL) (\$488,372.97 for 494 class members); *Gutierrez v. Ratto Bros., Inc.* (Stanislaus, No. CV-23-001816) (\$225,000 for approx. 187 aggrieved employees); *Hernandez v. Oakland Paper & Supply, Inc.* (Contra Costa No. MSC21-00363) (\$200,000 for approx. 135 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 465 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);

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

1 members).

2 CLASS COUNSEL’S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

3 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

4 72. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up
5 to one-third of the Gross Settlement Amount, which is currently estimated to be \$240,000.00, and
6 litigation costs up to \$20,000.00. (Settlement, ¶ 3.1.2.) The proposed award of attorneys' fees can be
7 justified under either the lodestar method or the percentage/common-fund recovery method. However,
8 we base the proposed fees award on the percentage method, as many of the entries in the time records
9 will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

25 76. Because most individuals cannot afford to pay for representation in litigation on an
26 hourly basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency
27 fee basis, including Plaintiff in this matter. Pursuant to this arrangement, we are not compensated for
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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.

77. As of the drafting of this motion, my office has incurred \$15,674.00 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 total litigation costs are below the maximum amount allowed under the Settlement, the difference will be allocated to the Net Settlement Amount. (*Id.* at ¶ 3.1.2.) Therefore, our costs should be reimbursed in full.

78. 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 have included, and will include following preliminary and final approval, without limitation, the following:

- (a) Numerous interviews with Plaintiff and review of documents provided by him;
- (b) Legal research and investigation regarding Defendant's business and employment practices at numerous points in the litigation;
- (c) Preparation and submission of Plaintiff's PAGA notice;
- (d) Preparation, finalization, and filing of multiple drafts of the original class action and PAGA complaints, and subsequent amended complaints;
- (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel regarding mediation and to obtain relevant documents and information through informal discovery;
- (f) Research and preparation of Plaintiff's mediation brief;
- (g) Analysis of the discovery production and preparation of a damages model with the aid of a statistics expert;

- (h) Attendance and active participation at a full day of mediation;
- (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- (j) Preparation of the motion for preliminary approval and the accompanying filings;
- (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;
- (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;
- (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and
- (o) Anticipated responding to Class Member inquiries and communicating with Plaintiff regarding the case.

79. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of \$720,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on September 17, 2026, at Los Angeles, California.

Kane Moon