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Attorneys for Plaintiff Alvir Orosco Ambrocio

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

ALVIR OROSCO AMBROCIO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

NIR WEST COAST, INC.; and DOES 1 through
10, inclusive,

Defendants

Case No.: CU24-06607

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, Declaration of Sean
Hartranft, and [Proposed] Preliminary Approval
Order]*

PRELIMINARY APPROVAL HEARING:

Date: August 21, 2026

Time: 9:00 a.m.

Dept.: 3

Judge: Honorable Stephen Gizzi

Action Filed: August 30, 2024

FAC Filed: November 1, 2024

Trial Date: Not set

I, KANE MOON, declare as follows:

CASE BACKGROUND AND PROCEDURAL HISTORY

CASE BACKGROUND AND PROCEDURAL HISTORY

2. This is a wage-and-hour class and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff seeks to represent a class of all persons who worked for Defendant NIR West Coast, Inc. (“Defendant”) as an hourly, non-exempt employee any time from August 30, 2020, through October 17, 2025 (the “Class Period”), as set forth in the Joint Stipulation of Class and Representative Action Settlement (the “Settlement”). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. The proposed Class Notice is attached to the Settlement as **Exhibit A**.

3. Defendant is a roofing company doing business in the State of California. Plaintiff was employed by Defendant from approximately May 2023 through June 3, 2024 as a foreman. 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 off-the-clock work, and that Defendant failed to incorporate all remunerations into employees' regular rate of pay for purposes of paying sick pay. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work, Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-compliant breaks. Plaintiff also asserts a claim for unreimbursed business expenses based on allegations that Class Members used their personal cellphones for work purposes and purchased certain work equipment, including items such as a nail gun, air hose, chalk line,

1 hammers, and a tool bag, without reimbursement from Defendant. Finally, Plaintiff also brings derivative
2 claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties
3 under PAGA.

4 5. Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff
5 filed a class action on August 30, 2024, which alleges Defendant systematically: (1) failed to pay minimum
6 wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize
7 and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed to timely pay final
8 wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair
9 business practices.

10 6. Pursuant to PAGA, on August 24, 2024, Plaintiff gave written notice to the California Labor
11 and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with certified
12 mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s PAGA
13 Notice is attached hereto as **Exhibit 2**. On November 1, 2024, Plaintiff timely filed a First Amended Class
14 and Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA (the
15 “Operative Complaint”). Pursuant to Labor Code section 2699(s)(1), Plaintiff subsequently submitted to the
16 LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned case number. To
17 date, the LWDA has not indicated its intent to investigate the alleged violations or intervene in this Action.

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

11 DISCOVERY AND INVESTIGATION

12 8. The Parties agreed to mediate this action with Michael Ludwig, Esq., an experienced class and
13 PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
14 production of documents and information before mediation. Prior to mediation, Plaintiff obtained from
15 Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the
16 claims asserted in this action. Defendant produced a statistically sound sample of time and pay records of
17 approximately 63% of the putative Class, Plaintiff's personnel file and time and pay records, and Defendant's
18 written employment policies in effect during the Class Period. Defendant also provided information
19 regarding the estimated number of current and formerly employed Class Members, Aggrieved Employees,
20 and PAGA Pay Periods.

21 9. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information
22 Defendant provided, including the sample records and documents regarding Defendant's wage-and-hour
23 policies. Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage
24 analysis prior to the mediation. The sample time and pay records analyzed contained 12,320 actual shifts
25 worked (representing roughly 42% of total shifts worked in the Class Period), which allowed Plaintiff's
26 expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual
27 investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses
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1 asserted in the litigation. Accordingly, Plaintiff's Counsel was able to evaluate the probability of class
2 certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims.
3 Thus, Plaintiff's and his Counsel's familiarity with the facts of the case and the legal issues raised by the
4 pleadings allowed them to act intelligently in negotiating the Settlement.

5 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

6 10. On October 16, 2025, the Parties participated in a full day of private mediation with Michael
7 Ludwig, Esq. The negotiation was at arm's length and, although conducted in a professional manner, was
8 adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute,
9 but each side was also prepared to litigate their position through trial and appeal if a settlement had not been
10 reached. After a full discussion regarding the strengths and weaknesses of Plaintiff's claims and Defendant's
11 defenses and with the assistance of the mediator, the Parties reached a resolution, the material terms of which
12 are set out in the Settlement.

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

17 KEY TERMS OF SETTLEMENT

18 12. GSA and Funding: The Gross Settlement Amount ("GSA") is \$225,000.00, subject to potential
19 increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.0.) Defendant will separately
20 pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*) Defendant
21 will fully fund the GSA by transmitting the funds into a Qualified Settlement Fund established and
22 maintained by the Administrator within 30 calendar days of the Effective Date, but no sooner than May 1,
23 2027 (i.e. 18 months following November 1, 2025).¹ (*Id.* at ¶ 4.0.)

24 13. Escalator Clause: The Settlement provides an escalator clause under which should the number
25 of Class Period Workweeks exceed the estimated count of 5,621 by more than 10%, then Defendant has the
26

27 ¹ The funding timeline was a critical component in the Settlement to ensure that Defendant could fully
28 fund the Gross Settlement Amount while staying in business.

option to (a) increase the GSA by the percentage that the actual number of workweeks exceeded 6,183, or (b) shorten the Class Period to a date on which no more than 6,183 workweeks were worked by the Class. (*Id.* at ¶ 7.0.) Defendant shall inform Class Counsel of its selection within 16 court days of the Preliminary Approval Hearing. (*Id.*)

14. Class Representative Enhancement Award: The Settlement includes a payment up to \$7,500.00 payable from the GSA, subject to the Court’s approval, to Plaintiff as the Class Representative, in addition to the amount he is eligible to receive as a Class Member. (*Id.* at ¶¶ 1.14, 3.1.1.) This award is for his services in support of the Action and General Release. (*Id.* at ¶ 1.14.) In the event the award finally approved is less, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.1.1.)

15. Class Counsel Fees and Expenses Payments: The Settlement permits a fee application of not more than one-third of the GSA (currently estimated to be \$75,000.00) for reasonable attorneys’ fees, plus reimbursement for actual litigation costs not to exceed \$20,000.00, payable to Class Counsel from the GSA. (*Id.* at ¶ 3.1.2.) In the event the amounts finally approved are less, the difference will revert to Participating Class Members. (*Id.*) To date, my firm has incurred \$14,586.37 in actual litigation costs, and a true and correct copy of a report showing current costs is attached hereto as **Exhibit 4**.

16. Administration Expenses Payment: The Settlement provides an Administration Expenses Payment to the Administrator, payable from the GSA, in an amount not to exceed \$6,500.00, except for a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.1.3.) In the event the amount of actual administration costs is less and/or the amount approved by the Court is less than requested, the difference will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected Apex Class Action Administration as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.3.) A true and correct copy of Apex’s bid of \$6,500.00 is attached hereto as **Exhibit 5**.

17. Aggrieved Employees; PAGA Penalties; Individual PAGA Payments: “Aggrieved Employees” is defined as all current and former non-exempt employees of Defendant in the State of California from August 24, 2023, through October 17, 2025. The Settlement allocates \$10,000.00 from the GSA for settlement of the Released PAGA Claims, which will be distributed 65% (\$6,500.00) to the LWDA and 35% (\$3,500.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiff’s claims. (*Id.* at ¶ 1.34.)

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 ¶ 3.1.4.1.) This results in an average Individual PAGA Payment of roughly **\$35.35** for each of the estimated 99 Aggrieved Employees ($\$3,500.00 / 99$), and a PAGA Pay Period value of roughly **\$1.45** for each of the 2,415 estimated Pay Periods in the PAGA Period ($\$3,500.00 / 2,415$).

18. Net Settlement Amount: After deducting the Class Representative Enhancement Award, the Class Counsel Fees and Expenses Payments, the PAGA Penalties allocation, and the Administration Expenses Payment from the GSA, in the amounts specifically approved by the Court, any difference in the amounts requested and the amounts awarded will be allocated to the Net Settlement Amount for distribution to Participating Class Members. (*Id.* at ¶ 1.27) Accordingly, the Net Settlement Amount will be *no less than* **\$106,000.00** for an estimated Class of **160 individuals**.²

19. Class Members/Period: The Class is defined as all persons who worked for Defendant as an hourly, non-exempt employee at any time from August 30, 2020, through October 17, 2025. (*Id.* at ¶ 1.4.)

20. 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 ¶ 1.23.) The estimated **\$106,000.00** Net Settlement Amount results in an average Individual Class Payment of roughly **\$662.50** for each of the estimated 160 Class Members ($\$106,000.00 / 160$), and a Workweek value of roughly **\$18.86** for each of the 5,621 estimated Workweeks in the Class Period ($\$106,000.00 / 5,621$).

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

22. Disbursement and Uncashed Funds: Disbursement will occur within 14 days of completed funding. (*Id.* at ¶ 4.1.) Class Members will not need to submit any claim form as a condition of receiving

² The Net Settlement Amount was calculated by deducting the following from the \$225,000.00 GSA: \$7,500.00 for the Class Representative Enhancement Award, up to \$6,500.00 for the Administration Expenses Payment, \$10,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$75,000.00 for the Class Counsel Fees Payment, and up to \$20,000.00 for the Class Counsel Expenses Payment. (Settlement, ¶¶ 3.1–3.1.4.2.)

individual settlement payments. (*Id.* at ¶ 3.0.) Any funds remaining uncashed after 180 days from issuance will be transmitted to the California State Controller’s Unclaimed Property office in the name of each individual who failed to timely cash his or her check. (*Id.* at ¶¶ 4.1.3.)

23. Released Class Claims by Participating Class Members: The “Released Class Claims” is limited to claims that were alleged in Plaintiff’s First Amended Class and Representative Action Complaint, or that reasonably could have been alleged based on the facts and/or claims asserted therein. (*Id.* at ¶ 5.1.) The release excludes claims that cannot be released as a matter of law and are limited to claims arising during the Class Period. (*Id.* at ¶ 5.1.1.)

24. Released PAGA Claims by PAGA Members and LWDA: The “Released PAGA Claims” is limited to claims for civil penalties under PAGA that were alleged in Plaintiff’s PAGA Notice and the First Amended Class and Representative Action Complaint. (*Id.* at ¶ 5.2.) The release is limited to claims arising during the PAGA Period and does not release any Aggrieved Employees’ claims for wages or statutory penalties. (*Id.* at ¶ 5.2.1.)

25. Plaintiff’s Section 1542 Release: Under the Settlement, Plaintiff has agreed to a general release of any and all claims against the Released Parties, including a waiver of rights under California Civil Code section 1542. (*Id.* at ¶¶ 5.0, 5.0.1.)

26. Effective date of claims releases: The release of all claims will be effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (*Id.* ¶ at 5.)

27. Released Parties: Defendant and their past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns; and their past, present, and future officers, directors, shareholders, partners, agents, insurers, employees, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns. (*Id.* at ¶ 1.40.)

28. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed in English and Spanish via first-class U.S. mail to the current address of each Class Member. (*Id.* at ¶ 6.3.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement, the

1 approximate amounts of attorneys’ fees, costs, PAGA Penalties, and enhancement award being sought, an
2 explanation of how the individual payments are calculated, the Final Approval Hearing information, the
3 procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members,
4 and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at ¶¶
5 6.3, 6.12, Ex. A.)

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

9 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

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

18 31. Based on Plaintiff’s Counsel’s review of the time, payroll, and additional data provided by
19 Defendant, on Plaintiff’s expert’s analysis of the sample records provided by Defendant, and on information
20 from Plaintiff, Plaintiff’s Counsel evaluated the estimated maximum and risk-adjusted exposure that
21 Defendant faced. Based on a review of Defendant’s records, it is estimated that from August 30, 2020 to
22 October 17, 2025, there are approximately 5,621 Workweeks. (Settlement, ¶ 7.0). It is also estimated that
23 there are 160 Class Members and 99 Aggrieved Employees who collectively worked 2,415 PAGA Pay
24 Periods during the PAGA Period. Additionally, there are an estimated 109 former employees falling within
25 the three-year statute of limitations (“SOL”) period for waiting time penalties, that Class Members’ average
26 hourly rate was \$29.16, and that the average regular hourly rate was \$29.95.

27 Accordingly, we calculated Defendant’s potential exposure as follows:
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Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Off the Clock)	5,621 Workweeks	\$29.16 average hourly rate	4,908 net unpaid hours (assuming 10 minutes per shift) (96% overtime)	Maximum: \$211,813.57 Realistic: \$21,181.36**
Unpaid Wages (Regular Rate)	5,621 Workweeks	\$29.95 average regular rate	Based on Expert Analysis of Records	Maximum: \$1,862.00 Realistic: \$465.50*
Meal Period Violations	5,621 Workweeks	\$29.16 average hourly rate	21,223 unique meal break violations	Maximum: \$618,862.68 Realistic: \$154,715.67*
Rest Period Violations	5,621 Workweeks	\$29.16 average hourly rate	29,139 unique rest break violations (assuming 100% break violations for break-eligible shifts of at least 3.5 hours)	Maximum: \$849,693.24 Realistic: \$84,969.32**
Unreimbursed Business Expenses Violations	5,621 Workweeks	\$50 / Class Member per Month	Based on Expert Analysis of Records	Maximum: \$70,262.50 Realistic: \$7,026.25**
Labor Code § 203	Based on approx. 109 terminated employees within the 3-year SOL	\$29.16 average hourly rate / 30-day max.	Assumes 7.9 hours / day	Maximum: \$754,729.00 Realistic: \$37,736.45***
Labor Code § 226	Based on approx. 99 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 2,415 pay periods within the 1-year SOL	Maximum: \$234,850.00 Realistic: \$11,742.50***
PAGA	Based on 2,415 pay periods within the 1-year SOL	\$100 per pay period	Based on 2,415 pay periods within the 1-year SOL	Maximum: \$241,500.00 Realistic:

				\$12,075.00***
Total				Maximum: \$2,983,572.99 Realistic: \$329,912.05
* These figures are discounted based on a 75% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 90% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 95% probability of prevailing at class certification and on the merits. ³				

32. Plaintiff's unpaid wages claim is based on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock work performed. Plaintiff further alleges that the minimum and overtime wage issues involved more than brief periods of time and that pre shift and post shift work occurred regularly. Defendant's time records reflect that 97.9% of shifts were recorded as exactly eight hours, suggesting that scheduled start and end times were commonly used rather than precise time entries. Plaintiff further alleges that, before and after scheduled shift times, Plaintiff and other employees performed work related tasks, including preparing materials and cleaning the work area, that were not consistently captured in the recorded time. Therefore, Plaintiff's Counsel estimated Class Members spent an average 10 minutes off the clock per shift. Accordingly, Plaintiff's Counsel and data expert estimated Defendant failed to pay Class Members for approximately 4,908 hours, 96% of which should have been paid at the overtime rate. From this, and in light of the average rates of the Class Members, Defendant's estimated maximum potential liability is \$211,813.57. Defendant contends that all time worked was compensated, that Class Members were not permitted to work off-the-clock, that no work was required outside working, and that this claim is highly individualized and not susceptible to class-wide

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 treatment. I acknowledge that “off-the-clock” claims are difficult to be tried on a class wide basis because
2 there is no apparatus that can be used to prove this claim—there are no records to be used as evidence. In
3 light of these defenses, and for purposes of settlement, I discounted the maximum potential liability by 90%.
4 **Plaintiff’s realistic recovery estimate for the unpaid wages claim due to off-the-clock work is therefore**
5 **\$21,181.36.**

6 33. As discussed above, Plaintiff’s unpaid wages claim is also due to allegations that Defendant
7 failed to incorporate all remuneration, including bonuses, into Class Members’ regular rate of pay for
8 purposes of paying sick pay. Specifically, Plaintiff’s expert reviewed the sample records Defendant produced
9 and found 336 identifiable additional remunerations that were made yet not factored into the regular rate of
10 pay, impacting Class Members’ sick pay, resulting in a maximum exposure of \$1,862.00. However,
11 Defendant argues these bonuses were discretionary, and therefore Defendant was not required to incorporate
12 those payments into the regular rate. Additionally, Defendant argues that to the extent it failed to incorporate
13 any of the additional payments into the regular rate of pay, this results in nominal exposure as only 0.3% of
14 pay periods included both sick pay and additional compensation. Due to the lack of written policies regarding
15 criteria for bonus payments and Defendant’s *de minimis* exposure, I acknowledge the foregoing presents
16 significant risk with certifying this claim and proof on the merits. Therefore, I applied a 75% discount to the
17 maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of \$465.50 for the regular**
18 **rate claim.**

19 34. Plaintiff’s meal period claim is based on allegations that Defendant did not provide or maintain
20 sufficient meal period practices, such that Class Members were not always permitted or able to take meal
21 periods and/or were sometimes subjected to late, short and/or interrupted meal periods without compensation
22 in lieu thereof. The sample of time and corresponding payroll records for the putative Class indicated that
23 Defendant either failed to provide a meal period or provided a short and/or untimely meal period 21,223
24 times throughout the Class Period, resulting in a 73.7% violation rate. Plaintiff’s Counsel and its data expert
25 then calculated that, in light of these violations and the average hourly rate of the putative Class, that
26 Defendant had a potential liability of \$618,862.68 (21,223 unique violations x \$29.16 avg. hourly rate).
27 Defendant nonetheless contends that many meal breaks were taken and, where a violation appears, it was a
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1 result of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the fifth
2 hour, or to stop his or her break early to return to work. Indeed, Plaintiff's expert found that 74% of the meal
3 break violations for shifts over six hours included a meal waiver. Moreover, certification and proof of this
4 claim would require declarations from Class Members and obtaining such declarations potentially would
5 reveal that each Class Member had a different experience with respect to meal periods. In light of these
6 defenses, and for purposes of settlement, Plaintiff's Counsel believe it is reasonable to apply a 75% discount
7 to the potential liability. **Plaintiff's realistic recovery estimate for the meal period claim is therefore**
8 **\$154,715.67.**

9 35. The rest break claim is based on the allegation that Defendant did not provide or maintain
10 sufficient rest break practices, such that Class Members were regularly required to work in excess of four
11 consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute,
12 continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest
13 break violations could not be calculated since Defendant neither documented, nor is required to document,
14 when Class Members took their required rest breaks. Therefore, in preparation for mediation, Plaintiff's
15 Counsel assumed a 100% violation rate for shifts greater than or equal to 3.5 hours in length and, based on
16 the average hourly rate of the putative Class, calculated Defendant's potential liability to be \$849,693.24
17 (29,139 unique rest break violations x \$29.16 per hour). Defendant nonetheless contends rest periods do
18 not have to be recorded, that Class Members voluntarily chose to forego some rest breaks and, significant
19 for purposes of class certification, that this claim is individualized in nature and therefore would require
20 declarations indicating the majority of Class Members experienced issues as to rest breaks. In light of these
21 defenses, and for purposes of settlement, I discounted Defendant's potential liability by 90%. **Plaintiff's**
22 **realistic recovery estimate for the rest break claim is therefore \$84,969.32.**

23 36. The unreimbursed business expenses claim is based on the allegation that Plaintiff used his
24 personal cellphone to upload photos to the company website without reimbursement. Plaintiff also alleges
25 that he purchased certain tools for work, including a nail gun, air hose, chalk line, hammers, and a tool bag,
26 and that he was not reimbursed for those purchases. The precise value of all necessary business expenses
27 Class Members incurred could not be calculated. Therefore, in preparation for mediation, Plaintiff's Counsel
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1 estimated Defendant owed approximately \$50.00 to each Class Member per month in the statutory period
2 and that Defendant's potential liability is \$70,262.50. Defendant contends it complied with all its
3 reimbursement obligations, that it provided Class Members with tools and equipment, and further, that the
4 reimbursement claim would be difficult to certify, given the individualistic nature of this claim. In light of
5 these defenses, and for purposes of settlement, I discounted Defendant's potential liability by 90%.
6 **Plaintiff's realistic recovery estimate for the unreimbursed expenses claim is therefore \$7,026.25.**

7 37. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates
8 Defendant's maximum potential recovery, prior to risk-adjustment, is \$1,231,079.00, which breaks down as
9 follows: **\$754,729.00** for waiting time penalties for approximately 109 terminated Class Members in the 3-
10 year SOL; a **\$234,850.00** penalty for inaccurate wage statements based on approximately 99 Class Members
11 in the 1-year SOL; and **\$241,500.00** for PAGA penalties based on 2,415 Pay Periods and the Court assessing
12 a \$100.00 penalty for each pay period containing a violation. However, I believe it would be unrealistic to
13 expect the Court to award the full exposure amount given the discretionary nature of awarding penalties and
14 given Defendant's defenses, including without limitation, that any failure to pay all final wages at the time
15 of separation was not willful or intentional and that to the extent Plaintiff received wage statements that were
16 allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand the
17 individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise
18 significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore, considering
19 the underlying wage claims are realistically estimated to be \$268,358.10, awarding such a disproportional
20 amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount
21 to each penalty (resulting in **\$37,736.45** for waiting time penalties, **\$11,742.50** for inaccurate wage statement
22 penalties, and **\$12,075.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate of**
23 **\$61,553.95 for statutory and civil penalties.**

24 38. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all**
25 **claims, including penalties, is \$329,912.05.** This means **the \$225,000.00 gross settlement figure**
26 **represents roughly 68% of the total realistic recovery.** This is an excellent result for the Class, particularly
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1 because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of
2 not being able to recover anything.

3 39. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies
4 PAGA’s dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved
5 Employees with genuine and meaningful relief, on the other. (Lab. Code §§ 2698, *et seq.*) As a result of this
6 litigation, Defendant has had to hire legal counsel, engage in informal class-wide discovery, and
7 participate in mediation. Defendant will also have to pay civil penalties to the LWDA under the
8 Settlement, assuming final settlement approval is granted. (Settlement, ¶ 3.1.4.) Not including its own
9 attorneys’ fees and costs as well as the employer’s share of payroll taxes, Defendant will pay no less
10 than \$225,000.00 to resolve this matter—of which \$10,000.00 is allocated toward the PAGA claims and
11 will be distributed, in compliance with Labor Code section 2699 as 65% (\$6,500.00) to the LWDA and
12 35% (\$3,500.00) to Aggrieved Employees—and the release obtained under the Settlement does not
13 preclude Aggrieved Employees from pursuing any individual claims they may have against Defendant
14 or the other Released Parties. Moreover, Plaintiff’s Counsel are of the opinion that because the issues here
15 are fairly contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff
16 prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. In other words,
17 were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a
18 substantial reduction.

19 40. Further, Plaintiff’s Counsel took into account the risk of not being able to proceed on a
20 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
21 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and
22 in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff would
23 be successful at trial, assuming he is first able to certify the claims and defeat the manageability issues
24 presented at litigation, Plaintiff could be awarded substantially less than what was obtained through the
25 Settlement. In sum, the \$10,000.00 PAGA Penalties allocation under the Settlement constitutes genuine and
26 meaningful relief.

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

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

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

26 44. The proposed \$225,000.00 Settlement represents a substantial recovery when compared to the
27 reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties
28

involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Settlement amount is within the “ballpark” of reasonableness, and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar* does not require “an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims,” but instead, only an “understanding of the amount that is in controversy and the realistic range of outcomes of the litigation”].)

THE ENHANCEMENT AWARD TO PLAINTIFF IS REASONABLE

45. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff provided valuable information regarding his hours worked, and what duties were performed during those hours. Plaintiff also provided information regarding meal periods taken and missed by Plaintiff and other Class Members. Plaintiff 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, Plaintiff worked with my office to determine the viability of his claims. Plaintiff also provided information and documents relating to his employment by Defendant. The information and documentation provided by Plaintiff was instrumental in establishing the wage-and-hour violations alleged in this action, and the recovery provided for in the Settlement would have been impossible to obtain without his participation.

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

47. In turn, Class Members can now 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

1 significant amount of their own monetary resources and time, not to mention limited judicial resources, which
2 were obviated by Plaintiff putting himself on the line on behalf of the Class.

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

10 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

22 52. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage-and-hour
23 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
24 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
25 <http://www.laffeymatrix.com/see.html> [last visited Jan. 22, 2026].) The Laffey Matrix is a “well-
26 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
27 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
28

1 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
2 upwards based on “locality pay differentials” and the location of counsel’s office in California to determine
3 whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey
4 Matrix rate based on an approximate difference of 9% between the locality pay differential of the District
5 of Columbia and San Francisco, California, where counsel’s office was located].) To determine the locality
6 pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the
7 federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm’s location in Los
8 Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the
9 locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a
10 difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA,
11 Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective
12 January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-
13 Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on
14 my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is \$971.98
15 per hour (\$948 Laffey Matrix rate + (2.53% x \$948)). Accordingly, my current billing rate of \$950.00 per
16 hour is reasonable.

17 53. I am experienced in prosecuting and defending employment matters, particularly class actions
18 and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour,
19 and working conditions violations. In addition to the present case, I am also class counsel for other wage-
20 and-hour class action lawsuits pending in various California counties, including in state and federal courts.
21 The following is a list of some of our recent class action settlements that have received preliminary and final
22 approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel);
23 *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel);
24 *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v.*
25 *Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart*
26 *Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC
27 No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No.

1 PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No.
2 BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC*
3 (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650;
4 lead counsel) (in approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show
5 that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current
6 rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No.
7 BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-
8 2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC
9 No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137)
10 (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29)
11 (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size
12 approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class
13 size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260;
14 lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead
15 counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865)
16 (class size 435; lead counsel).

17 ALLEN FEGHALI’S EXPERIENCE AND QUALIFICATIONS

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

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

1 56. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual hourly rate in wage and
2 hour litigations. Based on Mr. Feghali's 11+ years of experience out of law school, his Laffey Matrix rate
3 with a 2.53% adjustment is \$971.98 per hour (\$948 Laffey Matrix rate + (2.5% x \$948)). (See Ex. 6.) As
4 compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of
5 \$900.00 per hour is reasonable.

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

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

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

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

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

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

24 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A.,*
25 *Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There, the Court
26 of Appeal reversed a dismissal of an individual defendant following the trial court's granting
27 of a demurrer without leave to amend relating to alter ego allegations.

1 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v.*
2 *Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-MRWx)
3 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a
4 “sham defendant,” but the court agreed with Mr. Feghali’s briefing which argued that the
5 individual defendant, who was alleged to have harassed the Plaintiffs under FEHA, was a
6 proper defendant.

7 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for
8 \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has
9 resolved or assisted in the resolution of approximately 100 cases which has resulted in millions
10 of dollars of unpaid wages being returned to low-wage employees.

11 (i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
12 motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which
13 was granted, in part, and denied, in part, in February 2024.

14 58. Since June 2018, Mr. Feghali’s practice has shifted to almost exclusively representing
15 employees in wage-and-hour class and representative actions. His fee has been approved by Courts
16 throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over
17 100 wage-and-hour class actions, including obtaining preliminary and final approval of settlements. A
18 selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following:
19 *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Stanley Black & Decker Wage and*
20 *Hour Cases* (No. JCCP5218) (\$3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-
21 CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000);
22 *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No.
23 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-
24 CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000); *Fuentes v. Covid*
25 *Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-
26 03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v.*
27 *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).

S. PHILIP SONG'S EXPERIENCE AND QUALIFICATIONS

59. S. Philip Song is a Senior Attorney at my office. He received his undergraduate degree in 2006 from the University of Houston, graduating cum laude with a Communications B.A. and minor in Accounting. Mr. Song earned his Juris Doctor degree in 2011 from the University of Houston Law Center. Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is presently admitted to practice in all state courts of California (admitted in 2019), and before all federal district courts in California. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and employment law. Mr. Song has worked on numerous class action cases and representative actions that have been granted final approval, including *Paez et al. v. C&R Restaurant Group, LP*, Kern County Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc.*, San Luis Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc.*, Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc.*, Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats (Stockton), LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0012758; *Garcia v. Continental Intermodal Group LP dba CIG Logistics*, Kern County Superior Court, Case No. BCV-19-102776; *Tourchette adv. Finelite, Inc.*, Alameda County Superior Court, Case No. RG19022885; *Touch v. Presidio Components, Inc.*, Kern County Superior Court, Case No. BCV-20-101005; *Johnston v. Environmental Logistics, Inc.*, Kern County Superior Court, Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste Minimization, Inc.*, Kern County Superior Court, Case No. BCV-19-102248-SDS; *Priess v. Fiore Management LLC dba Canndescent*, Kern County Superior Court, Case No. BCV-20-100930;

1 *Alcantar v. Bay Equity LLC*, Marin County Superior Court, Case No. CIV1903376; *Spier v. Gibbs*
2 *International, Inc.*, Kern County Superior Court, Case No. BCV-19-101774-DRL; *Borghi v.*
3 *Goldco Direct LLC dba Goldco Precious Metals*, Ventura County Superior Court, Case No. 56-
4 2019-00533053-CU-OE-VTA; *Williams v. Aetna, Inc., et al.*, Alameda County Superior Court,
5 Case No. RG19004083; *Singh v. Ryzen*, Alameda County Superior Court, Case No. RG19039158;
6 *Hoshaw v. Sutherland Healthcare*, Los Angeles County Superior Court, Case No. 19STCV33165;
7 *Hart v. Zazzle, Inc.*, San Mateo County Superior, Court Case No. 20-CIV-01321; *Stacy v. Branded*
8 *Group, Inc.* Kern County Superior Court, Case No. BCV-21- 100443-BCB; *Angeles v. iKrusher,*
9 *Inc.*, Los Angeles County Superior Court, Case No. MSC20-01312, *Zuniga v. Central Valley*
10 *Concrete, Inc.*, Merced County Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power*
11 *Services Corp.*, Merced County Superior Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A*
12 *Distributors*, San Bernardino County Superior Court, Case No. CIVDS1938970; *Bandril v.*
13 *Plastikon Industries*, Alameda County Superior Court, Case No. RG19038227; *Williams v.*
14 *National Construction Rentals, Inc.*, Alameda County Superior Court, Case No. RG20075904; *Pho*
15 *v. Kruger Foods, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-
16 0002099; *Collins v. Mobile Medical Examination Services, LLC dba MEDXM*, Orange County
17 Superior Court, Case No. 30-2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC, et*
18 *al.*, San Bernardino County Superior Court, Case No. CIVDS1915438 (Consolidated with Case No.
19 CIVDS2023661); *Weber v. Sunrise Medical (US) LLC*, Merced County Superior Court, Case No.
20 20CV-01461 (Consolidated with Case No. 20CV-01707); *Flores v. Rivermaid Trading Company,*
21 *San Joaquin County Superior Court*, Case No. STK-CV-UOE-2020-0008623; *Guzman v. Bentley*
22 *Mills, Inc.*, Los Angeles County Superior Court, Case No. 20PSCV00789; and *Ferrara v. South*
23 *Coast Winery, Inc.*, Riverside County Superior Court, Case No. CVRI2101920 (Consolidated with
24 Case Nos. CVRI2102449 and MCC2001498). Mr. Song is currently handling multiple class action
25 and PAGA matters. Mr. Song's current billing rate is \$775.00 per hour, which is his usual hourly
26 rate in wage and hour litigations. Based on Mr. Song's 15+ years of experience out of law school,
27 his Laffey Matrix rate with a 2.53% adjustment is \$971.98 per hour (\$948 Laffey Matrix rate +
28

(2.5% x \$948)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Song's billing rate of \$775.00 per hour is reasonable

MORGAN W. SIMPSON'S EXPERIENCE AND QUALIFICATIONS

60. Morgan W. Simpson is an Associate Attorney at my office. He graduated from the University of South Carolina – Columbia in 2016 with a Bachelor of Arts in Journalism, *magna cum laude*. Mr. Simpson attended the University of Southern California Gould School of Law and graduated in 2020. Mr. Simpson was admitted to the California State Bar as an attorney in June 2021. Mr. Simpson began practicing Plaintiff-side wage and hour class and representative actions in July 2024 when he joined Moon Law Group, PC. Mr. Simpson has served as a handling attorney on the following matters that successfully settled and are in the process of obtaining or have obtained preliminary or final approval: *Ocampo v. DNA Motor, Inc.*, Los Angeles County Superior Court Case No. 23STCV31444; *Luna v. Realstone, Inc.*, Los Angeles County Superior Court Case No. 24STCV16233; *Gutierrez v. Allegion Access Technologies, LLC*, San Bernardino County Case No. CIVSB2406590; *Gutierrez v. Patton Sales Corp.*, Los Angeles County Case No. 24STCV16019; *Stamm v. Pacific Clay Products, Inc.*, et al., Los Angeles County Case No. 24STCV04369; *Velo v. Chicken Choice, Inc.*, Santa Clara County Case No. 24CV441906; *Calderon v. B-Per Electronic, Inc.*, Orange County Case No. 30-2024-01409795-CU-OE-CXC. Mr. Simpson's hourly rate is \$600.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Simpson's 5+ years of experience out of law school, his Laffey Matrix rate with a 2.53% adjustment is \$595.70 per hour (\$581 Laffey Matrix rate + (2.53% x \$581)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Simpson's billing rate of \$600.00 per hour is reasonable

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

61. 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.

1 Including myself, Moon Law Group, PC is comprised of approximately 35 attorneys, all of whom are
2 actively and continuously practicing employment litigation, representing almost entirely employee-
3 plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts
4 throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a
5 high level of skill and knowledge in wage-and-hour class actions, PAGA representative actions, and labor
6 and employment law generally, the substantive (state and federal) and procedural law of which is
7 frequently evolving.

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

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

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

22 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

23 65. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-
24 third of the Gross Settlement Amount (i.e., no less than \$75,000.00, subject to potential increase under the
25 escalator clause) and litigation costs up to \$20,000.00. (Settlement, ¶ 3.1.2.) The proposed award of
26 attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery
27 method. however, we base the proposed fees award on the percentage method, as many of the entries in the
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1 time records will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

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

26 70. As of the drafting of this motion, my office has incurred \$14,586.37 in expenses litigating this
27 action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably
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1 necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs
2 are below the maximum amount allowed under the Settlement, the difference will revert to Participating
3 Class Members. (*Id.* at ¶ 3.1.2.) Therefore, our costs should be reimbursed in full.

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

- 7 (a) Numerous interviews with Plaintiff and review of documents provided by him;
- 8 (b) Legal research and investigation regarding Defendant's business and employment practices
9 at numerous points in the litigation;
- 10 (c) Preparation and submission of Plaintiff's PAGA notice;
- 11 (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint
12 and subsequent first amended complaint;
- 13 (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel
14 regarding mediation and to obtain relevant documents and information through informal
15 discovery;
- 16 (f) Research and preparation of Plaintiff's mediation brief;
- 17 (g) Analysis of the discovery production and preparation of a damages model with the aid of a
18 statistics expert;
- 19 (h) Attendance and active participation at a full day of mediation;
- 20 (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- 21 (j) Preparation of the motion for preliminary approval and the accompanying filings;
- 22 (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- 23 (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class
24 Notice mailing, Class responses, and preliminary and final calculations;
- 25 (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and
26 accompanying filings;
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- 1 (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and
2 then monitoring of the distribution of funds following final approval; and
3 (o) Anticipated responding to Class Member inquiries and communicating with Plaintiff
4 regarding the case.

5 72. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution
6 has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* \$225,000.00
7 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe
8 that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the
9 Operative Complaint would have gone completely unremedied.

10 I declare under penalty of perjury under the laws of the State of California and the United States that
11 the foregoing is true and correct. Executed on February 18, 2026, at Los Angeles, California.

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13 _____
Kane Moon
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