Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Jacquelyne VanEmmerik (SBN 339338)
E-mail: jvanemmerik@moonlawgroup.com
Nichelle Christopherson (SBN 349221)
E-mail: nchristopherson@moonlawgroup.com
MOON LAW GROUP, PC
725 South Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Norma Martinez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

NORMA MARTINEZ, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

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

Defendants

Case No. 30-2025-01485295-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

[Hon. David A. Hoffer, Dept CX103]

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

[*Filed with the Memorandum of Points and Authorities, Declarations of Plaintiff, Jodey Lawrence, and Stacie Yee, and [Proposed] Order*]

PRELIMINARY APPROVAL HEARING
Date: July 6, 2026
Time: 1:30 p.m.
Dept. CX103

Action Filed: August 23, 2024
FAC Filed: November 19, 2024
SAC Filed: February 11, 2026
Trial Date: Not set

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all of the Courts of the State of California and am one of the attorneys of record for Plaintiff Norma Martinez ("Plaintiff") and the putative Class.

2. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

CASE BACKGROUND

3. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff seeks to represent a class of all current and former hourly-paid or non-exempt employees of Defendant Fluidmaster, Inc. ("Defendant" and together with Plaintiff, the "Parties") in California employed from August 23, 2020, through October 18, 2025, for various violations of the California Labor Code. Defendant is a multinational company that manufactures and distributes plumbing supplies and repair products, headquartered in Orange County. Plaintiff was employed by Defendant from approximately November 2022 until June 2024. Plaintiff was classified as non-exempt during the entirety of her employment and was subjected to the same unlawful labor practices as her coworkers.

4. Plaintiff's claim for unpaid wages is three-fold and stems from Defendant's unlawful alternate workweek schedule resulting in unpaid overtime, Defendant's alleged failure to incorporate all nondiscretionary bonuses into the regular rate of pay for purposes of paying overtime, sick pay, and meal break premiums, and Defendant's alleged failure to pay employees for off-the-clock work. Moreover, Plaintiff alleges that Defendant systematically failed to provide meal periods and rest breaks. In addition to the foregoing claims, Plaintiff brings claims for reimbursement of necessary business expenses, and derivative claims against Defendant for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

5. Because of Defendant's alleged violations of various provisions of the Labor Code, Plaintiff filed a class and representative action on August 23, 2024, which, as amended, alleges that 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 breaks, (5) failed to indemnify necessary business expenses; (6) failed to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, (8) engaged in unfair business practices; and (9) violated civil penalty provisions recoverable as PAGA penalties pursuant to Labor Code section 2698 et seq.[1]

6. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Defendant contends, among other things, that Plaintiff and Class Members have been paid proper wages. Moreover, Defendant argues that it met its meal and rest period obligations, and that Plaintiff and Class Members were provided with the opportunity to take all meal and rest periods to which they were entitled. Defendant also argues that it complied with all its reimbursement obligations. Furthermore, to the extent that Plaintiff received wage statements that were allegedly inaccurate, Defendant asserts that Plaintiff suffered no actual damage or harm as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12-05860 CRB, 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].)

7. With respect to Plaintiff's claim for waiting time penalties, Defendant alleges that its good-faith belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiff cannot prove that Defendant's alleged failure to pay all final wages at the time of separation was "willful." (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED

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[1] Plaintiff initially filed this case in the Superior Court of the State of California, County of Los Angeles, Case No. 24STCV21509, and amended to add a PAGA cause of action on November 19, 2024. On December 20, 2024, the Parties filed a Joint Stipulation for Change of Venue to Orange County, and this case was transferred to the Superior Court of the State of California, County of Orange, where it was assigned case no. 30-2025-01485295-CU-OE-CXC. Following mediation, on February 2, 2026, the Parties filed a joint stipulation to file a second amended complaint to add Plaintiff's alternative workweek theory (the "Operative Complaint").

CV 11–298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendant claims that it did not engage in any unfair business practices and denies liability under PAGA. Finally, Defendant disputes the certifiability of the class, due to the individualized and testimony-intensive nature of the wage claims that could bar class certification or significantly reduce Defendant's overall liability.

DISCOVERY AND INVESTIGATION

8. Following the filing of the complaint, the Parties met and conferred regarding an agreement to mediate the claims. Thereafter, the Parties agreed to a protocol for exchanging documents and information before the mediation. Plaintiff obtained from Defendant, through informal but extensive discovery, information sufficient to meaningfully evaluate the claims at issue in the action, including Plaintiff's complete personnel file, a representative sample of time and corresponding payroll records for Class Members, and information regarding the estimated number of current and former Class Members, Workweeks, Aggrieved Employees, PAGA Pay Periods, and average hourly pay.

9. In preparation for mediation, Class Counsel reviewed and analyzed all the information Defendant provided, including the sample time/pay records. Class Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to mediation.[2] The sample time and pay records analyzed contained 5,663 shifts that Class Members worked (representing approximately 15% of total shifts worked in the Class Period), which allowed Plaintiff's expert to prepare an analysis with a high degree of certainty. In conjunction with their extensive factual investigation, Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Class Counsel were able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff's and her 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.

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[2] A true and correct copy of the expert's curriculum vitae is attached hereto as **Exhibit 1**.

10. To the best of my knowledge, I am not aware of any individual, representative, or class action in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted in this action on behalf of a class or group of individuals who would also be members of the putative Class, as defined in this matter. Additionally, Defendant has not indicated there is any other related case pending as of the date of this declaration. As such, I am unable to name any case the nature of any claims asserted in such case, or the definition of a class of parties on whose behalf any action was brought that would overlap with the putative Class, as defined in this matter, or would otherwise be extinguished or adversely affected by approval of this Settlement.

SETTLEMENT NEGOTIATIONS

11. On August 19, 2025, the Parties participated in a full-day mediation with Carl West, a professional and neutral class and PAGA action mediator. The settlement negotiations were at arm's length and, although conducted in a professional manner, 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 appeal if a settlement had not been reached. After extensive discussion regarding the merits and certifiability of Plaintiff's claims and Defendant's defenses, a settlement was reached by the Parties, the material terms of which are encompassed within the Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement" or "Settlement Agreement"), a true and correct copy of which is attached as **Exhibit 2** to this declaration.

12. Class Counsel submitted the proposed Settlement and the instant moving papers to the LWDA and, a true and correct copy of the email confirming the submission is attached hereto as **Exhibit 3**.

13. True and correct copies of Plaintiff's PAGA notices of alleged Labor Code violations sent to Defendant and the California Labor and Workforce Development Agency (the "LWDA") on August 22, 2024 and January 30, 2026 are attached hereto as **Exhibit 4**. Plaintiff's administrative exhaustion period under PAGA expired without the LWDA indicating its intent to investigate the alleged violations. In compliance with Labor Code section 2699, subdivision (*l*)(1), Class Counsel

submitted a file-stamped copy of Plaintiff's first amended complaint that contained the Court-assigned case number to the LWDA.

14. Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (Settlement Agreement, ¶ 3.0.) Each Class Member who does not opt-out will be entitled to his or her pro rata share of the Net Settlement Amount that is directly proportional to the number of workweeks during which the Class Member worked in the Class Period. (*Id.* at ¶ 3.1.4.) Likewise, each Aggrieved Employee will be entitled to his or her pro rata share of the 35% share of PAGA Penalties that is directly proportional to the number of pay periods during which the Aggrieved Employee worked in the PAGA Period. (*Id.* at ¶ 3.1.5.1.)

15. The Settlement Agreement provides for a Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount (currently estimated to be $75,000.00) for Class Counsel's attorneys' fees, plus reimbursement for out-of-pocket litigation costs not to exceed $17,000.00. (*Id.* at ¶ 3.1.2.) In the event the amount of actual costs is less and/or the amount of fees and costs approved by the Court are less than the requested amounts, the difference will revert to Participating Class Members. (*Id.*) At this time, my firm has incurred $14,338.62 in costs, and a true and correct copy of these litigation costs, with the invoice from Plaintiff's expert statistician, is attached hereto as **<u>Exhibit 5</u>**.

16. The Settlement Agreement includes a Class Representative Service Payment to Plaintiff in an amount up to $5,000.00 from the Gross Settlement Amount, subject to the Court's approval, in addition to the amount she is eligible to receive as a Class Member. (*Id.* at ¶ 3.1.1.) This service award is for Plaintiff's services in support of the Action. (*Id.* at ¶ 1.13) In the event the amount approved by the Court is less than the requested amount, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.1.1.)

17. The Parties jointly appoint Phoenix Class Action Administration Solutions as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.1.) The Settlement Agreement provides the Administrator will be paid an Administration Expenses Payment from the Gross Settlement Amount, in an amount up to $5,250.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.1.3.) In the event the amount of costs is less and/or the amount approved by the Court is less than

the requested amount, the difference will revert to Participating Class Members. (*Id.*) A true and correct copy of the Administrator's flat-fee bid of $5,250.00 is attached hereto as **Exhibit 6**.

18. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) business days after the Effective Date. (*Id.* at ¶ 4.0.)

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

19. Class Counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, and adequate. Furthermore, in light of all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that could be asserted by Defendant both to certification and on the merits, the settlement is in the best interests of the Class Members.

20. Based on my analysis of the time, payroll, and additional records provided by Defendant, Plaintiff's expert's analysis of the time and payroll records provided by Defendant, and information from Plaintiff, Class Counsel evaluated Defendant's maximum exposure. I took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. According to the data Defendant provided, there are 61 Class Members, approximately 8,290 Workweeks, and the weighted average hourly rate was $32.95 per hour. Based on Defendant's payroll data, there were an estimated 23 former employees for Labor Code § 203 penalties, 44 employees that fall within the 1-year statute of limitations period for penalties under Labor Code § 226 and PAGA, and 1,717 PAGA Pay Periods during the PAGA Period.

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

Claim	**Relevant Time Period**	**Rate**	**Number of Violations**	**Amount**
Unpaid Wages (Invalid Alternate Workweek)	8,290 Workweeks	$32.95 average rate of pay	4,459 unpaid overtime hours	**$37,653.00***

Unpaid Wages (Regular Rate of Pay)	8,290 Workweeks	$37.42 average reported regular rate of pay	Rate based on the expert's analysis	**$51,987.00***
Unpaid Wages (Off-the-Clock Work)	8,290 Workweeks	$32.95 average rate of pay	3,104 net unpaid hours (assumes 5 minutes per shift) (assumes 72.1% overtime)	**$20,872.14****
Meal Period Violations	8,290 Workweeks	$32.95 average rate of pay	3,269 unique meal break violations (based on expert analysis of records)	**$133,029.50***
Rest Break Violations	8,290 Workweeks	$32.95 average rate of pay	18,538 unique rest break violations (assumes 50% violation rate for shifts of at least 3.5 hours)	**$91,624.07****
Unreimbursed Business Expenses	8,290 Workweeks	Assumes $50 per month	Based on information from Plaintiff	**$15,390.00****
Labor Code §203	Based on approximately 23 terminated employees	$32.95 average rate of pay / 30-day max.	Assumes 7.9 hours/day	**$18,071.30*****
Labor Code §226	Based on approximately 44 class members within the 1-year statute of limitations	$50 for initial violation; $100 for each subsequent pay period with $4,000 employee maximum	Based on 1,717 pay periods within the 1-year SOL	**$17,600.00*****
PAGA	Based on approximately 1,717 pay periods within the 1-year statute of limitations	$100 per pay period	Based on 1,717 pay periods within the 1-year SOL	**$17,170.00*****
Total for Class Claims				**$403,397.00**

* This figure is discounted based on a 50% probability of prevailing at class certification and on the merits.
** These figures are discounted based on a 15% probability of prevailing at class certification and on the merits.
*** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits.

21. As discussed above, Plaintiff's unpaid overtime claim is due in part to allegations that Defendant failed to properly arrange and report its alternative workweek schedule ("AWS"). Based on publicly available filings and information from Plaintiff, Defendant's legally required California Department of Industrial Relations ("DIR") report appears materially deficient and there are concerns Defendant failed to comply with proper AWS pre-election and election procedures mandated by Wage Order 1. Plaintiff's expert reviewed the sample records Defendant produced and thus determined that due to Defendant's alleged failure to follow these legal requirements, Defendant failed to properly pay overtime for approximately 4,459 hours, resulting in $75,306 of unpaid overtime. However, Defendant argues all DIR requirements were satisfied, and all AWS pre-election and election procedures were properly followed, and therefore Defendant was not required to pay such excess hours as overtime as they were properly categorized under an AWS schedule. While there is some documentation of deficiencies here, I acknowledge the foregoing still presents some risk with certifying this claim and proof on the merits. Therefore, I applied an 50% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $37,653.00 for the alternate workweek claim**.

22. As discussed above, Plaintiff's unpaid wages claim is also due to allegations that Defendant failed to incorporate non-discretionary remuneration into Class Members' regular rate of pay for purposes of paying overtime pay, meal break premiums, or sick pay. Plaintiff's expert reviewed the sample records Defendant produced and thus determined that Defendant's failure to incorporate these remunerations occurred in 34.2% of pay periods for overtime, 0.3% of pay periods for meal premiums, and 17.4% of pay periods for sick pay, resulting in $103,974.00 of unpaid wages. Defendant's written "Profit Performance Plan" policy appears to outline bonus payments as tied to specific, measurable performance criteria, suggesting the payments are non-discretionary. However, Defendant argues these remunerations were discretionary as not everyone received a bonus, and therefore Defendant was not required to incorporate those payments into the

regular rate. Although I believe there is merit to this claim, I acknowledge the foregoing still presents some risk with certifying this claim and proof on the merits. Therefore, I applied an 50% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $51,987.00 for the regular rate claim**.

23. As discussed above, Plaintiff's unpaid wages claim is due to allegations that Defendant did not compensate Class Members for off-the-clock work. According to Plaintiff, Defendant did not compensate Class Members for time spent waiting for their computer to start to clock in and time spent completing tasks during lunch after clocking out. For purposes of mediation, I assumed, based on information from Plaintiff, that each Class Member performed 5 minutes of unpaid work each shift, and thereby arrived at 3,104 cumulative unpaid hours, 72.1% of which is estimated to be overtime, resulting in an estimated maximum exposure of $139,147.59. However, Defendant argues employee timesheets accurately reflect work hours, that employees were compensated for all hours worked, and that Defendant did not require or permit the Class to work outside of their scheduled shift times. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations could potentially reveal that each Class Member had a different experience with respect to clocking in and working off-the-clock. Additionally, "off-the-clock" claims are difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this claim – e.g. there are no records to be used as evidence. Therefore, I applied an 85% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $20,872.14 for the unpaid off-the-clock work claim**.

24. As discussed above, Plaintiff's meal period claim is based on allegations that due to the nature of their work, Class Members' meal breaks were late, interrupted, and sometimes missed altogether. Plaintiff alleges that Defendant regularly required the Plaintiff and Class Members to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and Class Members for meal periods that were not provided by the end of the fifth hour

of work or tenth hour of work. Plaintiff's expert reviewed the sample records that Defendant produced and thereby assessed 3,269 identifiable meal period violations, for an 8.7% violation rate. However, Defendant's written policy is facially deficient, and implies that only one meal period will be provided for *any* shift over 5 hours (including those over 10 hours), and only timed to accommodate Defendant's needs, not based on the hours worked by Class Members. Indeed, the records establish that this lack of a second meal period was in fact Defendant's meal policy, as 99.1% of shifts between ten and twelve hours lacked a second recorded meal break. Therefore, based on review of the records and assumptions based on Defendant's violative meal period policy, Defendant's maximum exposure was estimated to be $266,059.00. Defendant contends that many compliant meal breaks were taken and that where a violation appears, it was a result of employees voluntarily waiving their break rights. Plaintiff's expert found that the unique meal period violation rate dropped to about 0.1% if meal period waivers were taken into account, but despite Plaintiff's request Defendant filed to produce a sample meal period waiver. Furthermore, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant meal periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents some risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods. Therefore, I believe a 50% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of $133,029.50 for the meal period claim**.

25. As discussed above, Plaintiff's rest period claim is based on allegations that due to the nature of their work, Class Members' rest periods were often interrupted, and sometimes missed altogether. I assumed, based on information from Plaintiff, a 50% violation rate for shifts of at least 3.5 hours. Plaintiff's expert thus determined that there are 18,538 unique rest period violations and that Defendant did not pay any premium wages, resulting in an estimated maximum exposure of $610,827.10. Defendant maintains that it complied with all rest period obligations and that the putative Class was provided with the opportunity to take all rest periods to which they were entitled

or otherwise voluntarily waived breaks. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant rest periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits, particularly as rest periods were not recorded nor are they required to be recorded under California law. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to rest periods. Therefore, I applied an 85% discount to the maximum exposure. Applying this discount, I accordingly arrived at **a realistic damage estimate of $91,624.07 for the rest period claim**.

26. As discussed above, Plaintiff's claim for unreimbursed business expenses is based on allegations that Defendant's employees were not reimbursed for expenses incurred in direct discharge of their duties, e.g. use of personal cellular phones, wi-fi, and laptops for work. For purposes of mediation, I assumed $50.00 per month per Class Member and thereby assessed a maximum liability of $102,600.00. However, Defendant argues that it complied with all of its reimbursement obligations. This claim also presents difficulties with certification because of the individualized nature of employees' expenses. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to unreimbursed business expenses. I applied an 85% discount to the maximum exposure. Applying this discount, I accordingly arrived at **a realistic damage estimate of $15,390.00 for the unreimbursed business expenses claim**.

27. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimated that Defendant's realistic potential liability is **$52,841.30**. While Defendant's maximum potential liability for waiting time penalties is $180,713.00 based on approximately 23 terminated class members within the relevant time period, $176,000.00 for inaccurate wage statements based on approximately 44 class members within the 1-year statute of limitations, and $171,700.00 for PAGA penalties based on the Court assessing a $100 penalty for each pay period (1,717 pay periods), I believe that it would be unrealistic to expect the Court to award the full $528,413.00 in

penalties given Defendant's defenses and the discretionary nature of penalties. Considering that the underlying claims are realistically estimated to be $350,555.70 awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 90% discount to each penalty (resulting in $18,071.30 for waiting time penalties, $17,600.00 for inaccurate wage statement penalties, and $17,170.00 for PAGA penalties), and arrived at **$52,841.30 for statutory and civil penalties.**

28. **Using these estimated figures, Plaintiff predicted that the realistic recovery for all claims, including penalties, would be $403,397.00**. This means that the $225,000.00 settlement figure represents approximately 55.8% of the realistic maximum recovery. This is an excellent result for the Class, particularly because, under the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

29. While Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving the amount of wages due to each Class Member would be an expensive, time-consuming, and uncertain proposition.

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

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

32. This Settlement avoids the risks and the accompanying expense of further litigation. Although the Parties have engaged in a significant amount of investigation, informal discovery and class-wide data analysis, they have not conducted extensive formal discovery. Moreover, preparation for class certification and a trial would remain for the Parties as well as the prospect

of appeals in the wake of a disputed class certification ruling for Plaintiff and/or adverse summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

33. The Net Settlement Amount available for settlement payments is no less than **$102,750.00** for an estimated Class size of **61 individuals**.[3] As a result, it is estimated each Participating Class Member is eligible to receive an average benefit of approximately **$1,684.43** prior to tax withholdings on the wage portion of payments. Considering Class Members' average hourly rate is $32.95, the average benefit is approximately **51.12 hours of work**. Additionally, there are **44 Aggrieved Employees** who are each expected to receive an average of **$159.09** from the total Individual PAGA Payments of $7,000.00, or a **PAGA Pay Period value of $4.08** based on the **1,717 PAGA Pay Periods** during the PAGA Period. The actual amounts to Participating Class Members and Aggrieved Employees will vary based on each individual's duration of work during the Class Period or PAGA Period, respectively; thus, those who worked longer for Defendant during the relevant period will receive a benefit greater than the average estimated amount. Based on 8,290 Workweeks, **the average Workweek value is estimated to be $12.39**. Assuming a Class Member worked one Workweek, the estimated lowest Individual Class Payment is $12.39. There are approximately 269 Workweeks from the beginning date of the Class Period August 23, 2020 to the October 18, 2025 date that marks the end of the Class Period. Assuming a Class Member worked for the entire duration of this period, the estimated highest Individual Class Payment is $3,332.91 ($12.39 Workweek value x 269 Workweeks). Assuming an Aggrieved Employee worked one PAGA Pay Period, the lowest Individual PAGA Payment is estimated to be $4.08 ($4.08 average PAGA Pay Period value x 1 PAGA Pay Period). There are approximately 57 pay periods from the beginning date of the PAGA Period August 22, 2023, to the October 18, 2025 date that marks the end of the PAGA Period. Assuming an Aggrieved Employee worked for the entire duration of this period, the highest Individual PAGA Payment is estimated to be $232.56

[3] The Net Settlement Amount is at least $225,000 less the following: $5,000 for the Class Representative Service Payment, $5,250 for the Administration Expenses Payment, $20,000 for the PAGA Penalties, $75,000.00 for Class Counsel's attorneys' fees, and up to $17,000.00 for Class Counsel's litigation costs. (Settlement Agreement, ¶¶ 1.26, 3.)

($4.08 average PAGA Pay Period value x 57 PAGA Pay Periods). Accurate estimates of the high, low, and average payments will be provided to the Court in Plaintiff's Motion for Final Approval after the Administrator has processed the Class Data and will be provided to the Court in a motion for final approval.

34. The proposed settlement of $225,000.00 therefore represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement amount of $225,000.00 is within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate.

THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

35. 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 her hours worked, and what duties were performed during those hours. Plaintiff also provided information regarding meal and rest periods taken and missed by Plaintiff and other Class Members. Plaintiff participated in decisions concerning this action, assisted in preparation for the mediation session, 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 her claims. Plaintiff also provided information and documents relating to her 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 her participation.

36. At the same time, Plaintiff faced many risks in adding herself as the Class Representative in this matter. Plaintiff faced actual risks with her future employment, as putting herself on public record in an employment lawsuit could affect her likelihood for future employment. For example, a search of Plaintiff's name will reveal this action, and as a result, many employers may forego hiring Plaintiff in learning she sued a former employer.

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

38. Plaintiff worked for Defendant for approximately 81 weeks from the beginning of her employment from November 21, 2022 to June 7, 2024 (when she stopped working for Defendant) and for approximately 21 pay periods from the beginning date of the PAGA Period August 22, 2023 to June 7, 2024. As a result, Plaintiff's Individual Class Payment is estimated to be $1,003.59 ($12.39 Workweek value x 81 Workweeks), and Plaintiff's Individual PAGA Payment is estimated to be $85.68 ($4.08 average PAGA Pay Period value x 21 PAGA Pay Periods). Plaintiff will provide more accurate estimates to the Court in Plaintiff's Motion for Final Approval.

39. In the final analysis, this class action would not have been possible without the aid of Plaintiff, who put her own time and effort into this litigation and placed herself at risk for the sake of the Class. The requested service payment to Plaintiff for her service as the Class Representative is a relatively small amount of money considering the time and effort put into the litigation and compared to enhancements granted in other class actions. The requested service payment is therefore reasonable to compensate Plaintiff for her service and active participation in this lawsuit.

MY EXPERIENCE AND QUALIFICATIONS

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

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

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

43. My current billing rate is $950.00 per hour, which is my usual hourly rate in wage and hour litigations. A $950.00 per hour rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix, http://www.laffeymatrix.com/see.html, [last visited Mar. 25, 2026].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re HPL Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912, 921 (N.D. Cal. 2005).) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 7**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (*See, e.g.*, *id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at 921-22.) Using the same method here and based on Class Counsel's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, eff. January 12, 2026 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, eff. January 12, 2026.) True and correct copies of the Los Angeles-Long Beach and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 8** and **Exhibit 9**, respectively. Based on my nearly 19 years of experience, my Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). (*See* Ex. 6.) Accordingly, my current billing rate of $950 per hour is reasonable.

44. I am experienced in prosecuting and defending employment matters, particularly class and PAGA actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage and hour class action lawsuits pending in various counties throughout California, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc*. (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc*. (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) ($750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my $650 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).

JACQUELYNE VANEMMERIK'S EXPERIENCE AND QUALIFICATIONS

45. Jacquelyne VanEmmerik received a Bachelor of Arts in Law, History, and Culture from the University of Southern California in 2017, and a Juris Doctor from the University of California, Davis School of Law in 2021. In law school, Ms. VanEmmerik served as a Judicial Extern for the Honorable Todd W. Eddins of the Supreme Court of Hawai'i and Senior Articles Editor of the Environmental Journal of Law and Policy.

46. Ms. VanEmmerik became an Active Member of the State Bar of California in November 2021 and has been an Active Member in good standing continuously since. Ms. VanEmmerik is also a member in good standing with the United States District Court for the Central and Northern Districts and was selected by Super Lawyers as a "Southern California Rising Star" in 2024.

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

48. During her tenure with Moon Law Group, P.C., Ms. VanEmmerik has played a critical role in obtaining outstanding results for employees who have been wronged by their employers. Ms. VanEmmerik's litigation experience includes, but is not limited to:

a. In March 2023, Ms. VanEmmerik briefed a Motion for Class Certification in the matter of *Roland Tolentino v. Gillig, LLC*, Case No. RG20073930, Alameda County Superior Court, thereafter, removed to Federal Court;

b. In May 2023, Ms. VanEmmerik briefed, and prevailed on, an Opposition to Motion for Judgment on the Pleadings in the matter of *Rodrigo Gonzalez Guzman v. Wayne Provisions Co., Inc.*, Case No. 21STCV41124, Los Angeles Superior Court, in which Defendant attempted to invalidate Plaintiff's standing to bring a representative claim under the California Private Attorneys General Act of 2004;

c. In January 2022, Ms. VanEmmerik briefed, and prevailed on, an Opposition to Demurrer in the matter of *Fernando Alquicira, et al. v. Sit N' Sleep, Inc., et al.*, Case No. 21STCV14594, Los Angeles Superior Court, in which Defendant wrongfully sought an order of abatement or stay of proceedings pending final judgment of an unrelated matter;

d. In January 2022, Ms. VanEmmerik briefed, and prevailed on, an Opposition to Motion for Bifurcate and Sequence Discovery in the matter of *David Flores Valencia v. Wawona Packing Co., LLC*, Case No. 21CECG01163, Fresno County Superior Court, in which Defendant sought to subject Plaintiff to a preliminary trial to establish his status as an aggrieved employee before proceeding as a representative in his PAGA action; and

e. From September 2021 to the present, Ms. VanEmmerik has participated in the litigation and/or resolution of approximately seventy wage-and-hour class and/or representative actions, including through successfully moving the Court for preliminary and final approval of settlements on the first attempt.

49. Ms. VanEmmerik's current billing rate is $700.00 per hour, which is her usual rate in wage-and-hour litigations. Based on Ms. VanEmmerik's nearly 5 years of experience out of law school, her Laffey Matrix rate with a 2.53% adjustment is $640.81 per hour ($625 Laffey Matrix rate + (2.53% x $625)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering her significant wage-and-hour class action experience, Ms. VanEmmerik's billing rate of $700 per hour is reasonable.

<u>NICHELLE CHRISTOPHERSON'S EXPERIENCE AND QUALIFICATIONS</u>

50. Nichelle Christopherson is an associate attorney at Moon Law Group, PC, formerly known as Moon & Yang, APC, and represents employees in all aspects of employment litigation, including wage-and-hour class and representative actions involving claims related to overtime and minimum wages, meal and rest break violations, improper wage statements, the California Private Attorneys General Act, and unfair business practices.

51. Ms. Christopherson received a Bachelor of Arts in Political Science from Arizona State University and a Juris Doctor from Michigan State University College of Law. In law school, Ms. Christopherson served as a Senior Editor on the *MSU International Law Review Journal* and President of the Lori E. Talsky Center for Human Rights of Women and Children Student Network.

52. Ms. Christopherson became an Active Member of the State Bar of California in May 2023 and has been an Active Member in good standing continuously since. Ms. Christopherson is also admitted to practice before the U.S. District Courts for the Central, Southern, and Eastern Districts of California.

53. Ms. Christopherson's current billing rate is $500.00 per hour, which is her usual rate in wage-and-hour litigations. Based on Ms. VanEmmerik's nearly 3 years of experience out of law school, her Laffey Matrix rate with a 2.53% adjustment is $520.85 per hour ($508 Laffey Matrix rate + (2.53% x $508)). (*See* Exh. 6.) As compared to the Laffey Matrix rate and when considering her significant wage-and-hour class action experience, Ms. Christopherson's billing rate of $500 per hour is reasonable.

<u>CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS</u>

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

55. Moon Law Group, PC has been engaged in the practice of employment and labor law for over a decade, and presently focuses exclusively on plaintiffs' employment law. The firm and its

lawyers have tried both bench and jury trials (representing both plaintiffs and defendants) relating to employment matters. As noted above, Moon Law Group, PC has been appointed lead or co-lead class counsel in federal and state courts in California. Also, the firm and its lawyers have successfully settled hundreds of cases during that time, including wage and hour class and/or PAGA actions.

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

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

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

58. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third (1/3) of the Gross Settlement Amount, plus actual costs and expenses not to exceed $17,000.00. (Settlement, ¶ 3.1.2.) The proposed award of attorneys' fees to Class Counsel in this case can be justified under either the lodestar or percentage/common fund recovery method. Class Counsel, however, intend to base the proposed award of fees on the percentage method as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

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

63. As of the drafting of this motion, my office has incurred $14,338.62 in expenses litigating this action, and we anticipate accruing additional costs up to Final Approval of the Settlement. These expenses were reasonably necessary to the litigation and were actually incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement.

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

(a) Numerous interviews with the Plaintiff and review of documents provided by her;

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

(c) Preparation of multiple drafts of the original class action complaint, the first amended complaint, and second amended complaint, and finalization and filing of the complaints;

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

(e) Contacting witnesses;

(f) Analysis of the audit results and preparation of a damages model with the aid of a statistics expert;

(g) Research and preparation of Plaintiff's mediation brief;

(h) Attendance at mediation;

(i) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and attachments;

(j) Drafting and managing pleadings issues to streamline the approval process; and

(k) Preparation of the motion for preliminary approval.

65. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has been reached that includes a settlement payment by Defendant of $225,000.00 to compensate settlement Class Members for Defendant's wage and hour practices. I am informed and believe that, without the efforts of my office, the Labor Code and Wage Order violations alleged in the Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on April 21, 2026, at Los Angeles, California.

____

Kane Moon

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 725 S. Figueroa St., 31st Floor, Los Angeles, California 90017. On **April 21, 2026**, I served the foregoing document described as:

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

X__ by placing ___ the original _X_ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Attorneys for Defendant

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASE ANYWHERE.** I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this**, April 21, 2026** at Los Angeles, California.

______________________________ ______________________________

Type or Print Name Signature