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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

BYRON MEJIA AGUILAR, individually and on behalf of all similarly situated,

Plaintiffs,

vs.

365 HOSPITALITY ASSOCIATES LLC, a Colorado Limited Liability Company doing business in California; STONEBRIDGE COMPANIES, a Colorado Limited Liability Company doing business in California and DOES 1- 50, Inclusive,

Defendants.

Case No.: CGC-23-603788

[Honorable Jeffrey S. Ross, Department 613]

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

[Filed with Plaintiffs' Notice of Motion and Motion for Preliminary Approval, Declaration of Justin Lo, Declaration of Plaintiff Ana Batres Vanegas, Declaration of Plaintiff Byron Aguilar, Declaration of Jonathan Paul, and [Proposed] Order]

PRELIMINARY APPROVAL HEARING
Date: May 12, 2026
Time: 11:00 a.m.
Dept: 613

Complaint Filed: January 3, 2023
Trial Date: Not Set

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Ana Batres Vanegas and all those similarly situated

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Ana Batres Vanegas ("Plaintiff Vanegas") and the putative Class. I have personal knowledge of the matters set forth herein and can competently testify to the facts described herein.

2. Plaintiff Byron Mejia Aguilar ("Plaintiff Aguilar") and Plaintiff Vanegas (together, "Plaintiffs") moves the Court for preliminary approval of the Joint Stipulation of Class and Representative Action Settlement ("Settlement") between Plaintiffs and Defendants 365 Hospitality Associates, LLC ("365 Hospitality"), Real Hospitality Group, LLC ("Real Hospitality"), Stonebridge Hospitality Associates, LLC ("Stonebridge Hospitality"), 365 Hospitality, LLC, 365 Management Company, LLC, 365 Partner, LLC, Real Payroll Group, LLC, Stonebridge Companies Holdings, LLC, and Stonebridge Concessions (collectively, "Defendants") (Defendants with Plaintiffs, the "Parties"). The Settlement, which was reached after extensive discovery and analysis, and an arm's-length mediation, satisfies the criteria for settlement approval under California law and provides for substantial monetary payments to approximately 750 Class Members. Plaintiffs further move the Court for certification of the putative Class and approval of the proposed Class Notice.

SUMMARY OF THE LITIGATION AND SETTLEMENT

Relevant Procedural History

3. On June 9, 2022, Plaintiff Aguilar submitted to the Labor and Workforce Development Agency ("LWDA"), and sent via certified mail to Defendants, a Notice of California Labor Code ("Labor Code") Violations and Private Attorneys General Act ("PAGA") Penalties pursuant to Labor Code section 2699.3(a). (*Settlement*, ¶ 2.1.) On September 24, 2024, Plaintiff Vanegas submitted to the LWDA, and sent via certified mail to Defendants, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a). (*Id.*) A true and correct copy of Plaintiff Vanegas's notice is attached as **Exhibit 1**. On January 3, 2023, Plaintiff Aguilar filed a PAGA Complaint against Defendants, which alleged nine causes of action for violation of Labor Code sections 201-204, 226, *et seq*., 512, 1194, *et seq*., 1197, 1198, 2802, violation of California Business and Professions Code sections 17200, *et seq*.,

and civil penalties under PAGA. (*Settlement*, ¶ 2.2.) On September 25, 2024, Plaintiff Vanegas filed a Class Action Complaint against Defendants, which alleged eight causes of action for violation of Labor Code sections 201-204, 226, *et seq*., 512, 1194, *et seq*., 1197, 1198, 2802, and California Business and Professions Code sections 17200, *et seq*. (*Id*. at ¶ 2.3.) On November 27, 2024, Plaintiff Vanegas filed a Representative Action Complaint against Defendants, which alleged a single cause of action for civil penalties under PAGA. (*Id.* at ¶ 2.4.)

4. In or around February 20, 2025, the Parties agreed to attempt to resolve the Action through private mediation with experienced neutral Kelly Knight Esq. (*Id*. at ¶ 2.5.) A tentative settlement of the matter was reached the same day. (*Id.*) Prior to mediation, Plaintiffs obtained, through informal discovery, in addition to other data and documents, a vast majority of the time and corresponding payroll records of the Class and the employee handbooks and policies in effect during the Class Period. (*Id*. at ¶ 2.6.)

The Parties

5. Plaintiff Vanegas worked for Defendants as a Housekeeper from approximately December 2023 to May 2024. (*Declaration of Plaintiff Ana Batres Vanegas* ("*Vanegas Decl.*"), ¶ 4.) Plaintiff Aguilar worked for Defendants as a Maintenance Worker from approximately March 2019 to March 2022. (*Declaration of Plaintiff Byron Mejia Aguilar* ("*Aguilar Decl.*"), ¶ 3.) During their entire employment with Defendants, Plaintiffs were classified as non-exempt; were paid on an hourly basis; were typically scheduled to work at least five days each workweek and eight or more hours each workday; and was subjected to the same alleged unlawful labor practices as her coworkers. (*Vanegas Decl.*, ¶¶ 5-9; *Aguilar Decl.,* ¶¶ 3-4.) Defendants are hotel management companies with locations throughout California.

6. The Class includes all current and former non-exempt or hourly paid employees who worked for (1) Stonebridge Hospitality in California at any time from July 27, 2018, through April 20, 2025, (2) 365 Hospitality in California at any time from January 3, 2019, through April 20, 2025, and/or (3) Real Hospitality, 365 Hospitality, LLC, 365 Management Company, LLC, 365 Partner, LLC, Real Payroll Group, LLC, Stonebridge Companies Holdings, LLC, and/or Stonebridge Concessions, LLC in California at any time from May 15, 2024, through April 20, 2025; and the Aggrieved Employees

include all current and former non-exempt or hourly paid employees who worked for Stonebridge Hospitality, 365 Hospitality, Real Hospitality, 365 Hospitality, LLC, 365 Management Company, LLC, 365 Partner, LLC, Real Payroll Group, LLC, Stonebridge Companies Holdings, LLC, and/or Stonebridge Concessions, LLC in California at any time from April 5, 2021, through April 20, 2025. (*Settlement*, ¶¶ 1.4, 1.6.)

Plaintiffs' Claims

7. The operative, consolidated First Amended Class and Representative Action Complaint alleges Defendants, on a class and representative basis, systematically: Failed to Pay Minimum Wages [Labor Code §§ 204, 1194, 1194.2, and 1197]; Failed to Pay Overtime Compensation [Labor Code §§ 1194 and 1198]; Failed to Provide Meal Periods [Labor Code §§ 226.7 and 512]; Failed to Authorize and Permit Rest Breaks [Labor Code § 226.7]; Failed to Indemnify Necessary Business Expenses [Labor Code § 2802]; Failed to Timely Pay Final Wages at Termination [Labor Code §§ 201-203]; Failed to Provide Accurate Itemized Wage Statements [Labor Code § 226]; Engaged In Unfair Business Practices [Business and Professions Code §§ 17200, *et seq*.]; and Is Liable For Civil Penalties Under PAGA [Labor Code §§ 2698, *et seq*.].

Defendant's Defenses

8. Defendants deny Plaintiffs' claims and opposes the merits of this Action. (*Settlement*, ¶ 11.2.) Defendants assert they complied with all compensation obligations, including by paying Class Members for all hours worked, including off-the-clock work, and incorporating all non-discretionary remuneration into Class Members' respective regular rates of pay, and thus, Plaintiffs and other Class Members were paid all wages owed. Defendants assert they complied with all meal period and rest break obligations, including by implementing schedules, policies, and supervisory practices that consistently resulted in Class Members taking timely, uninterrupted, off-duty, and full meal periods and rest breaks, and therefore, Plaintiffs and other Class Members were provided the opportunity to take all code-compliant meal periods and rest breaks to which they were entitled. Defendants assert they complied with all reimbursement obligations, and therefore, Plaintiffs and other Class Members were compensated for any necessary business expenses incurred.

9. Defendants assert they did not willfully fail to pay any wages, and thus, Plaintiffs and other Class Members are not owed waiting time penalties for wages untimely paid during employment or at termination. (*See Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED CV 11–298 GHK (DTBx), 2012 WL 9506073, *5.) Defendants assert they complied with all wage statement requirements, and even if they did not, Plaintiffs and other Class Members suffered no actual damage or harm from any inaccuracies. (*See 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."].) Defendants deny further derivative liability on these bases, asserting they did not engage in unfair business practices and are not liable for civil penalties under PAGA. Defendants assert Plaintiffs' claims are individualized, and thus, improper for class treatment. These general defenses are detailed in paragraph 22.

Discovery, Analysis, and Settlement Negotiations

10. In preparation for mediation, the Parties agreed to an informal exchange of data and documents, which included, but was not limited to, the total number of Class Members and Aggrieved Employees; the total number of workweeks and pay periods worked by all Class Members and Aggrieved Employees; a ninety percent (90%) sample of the time and corresponding payroll records of the Class; and the employee handbooks in effect during the Class Period. The data and documents enabled Class Counsel and its expert to evaluate the alleged claims in light of relevant case and statutory law. In turn, this enabled Class Counsel to estimate the probability of class certification, Plaintiffs' success on the merits, and Defendants' maximum monetary exposure. Defendants' realistic monetary exposure is detailed in Paragraph 23.

11. The Parties mediated the Action with experienced wage-and-hour class and representative action mediator, Kelly Knight, Esq., on February 20, 2025. (*Settlement*, ¶ 2.5.) The Parties went into the mediation willing to settle the dispute but also prepared to litigate their respective positions through trial and appeal if a settlement was not reached. Mediation was, therefore, adversarial and conducted at arm's length. The Parties also went into the mediation willing to discuss and concede

to the strengths and weaknesses of Plaintiffs' claims and Defendants' defenses. Mediation was, resultingly, successful and led to the Settlement. (*Id.*)

MATERIAL TERMS OF THE SETTLEMENT

12. The material terms of the Settlement are set out herein. A true and correct copy of the Settlement is attached as **Exhibit 2**. Class Counsel submitted the Settlement to the LWDA. A true and correct copy of the LWDA case record is attached as **Exhibit 3**.

(a) **Administration Expenses Payment** means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed $12,000.00. (*Id.* at ¶¶ 1.2, 1.3, 3.2.3.) A true and correct copy of Xpand Legal's administration bid is attached as **Exhibit 4**.

(b) **Class Certification.** The Parties agree to stipulate to class certification only for purposes of the Settlement. (*Id.* at ¶ 11.3.)

(c) **Class Counsel** means Justin Lo of Work Lawyers, P.C., and Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik of Moon Law Group, P.C. (*Id.* at ¶ 1.7.)

(d) **Class Counsel Fees Payment** means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed $343,260.00 or one-third of the Gross Settlement Amount, whichever is greater. (*Id.* at ¶¶ 1.8, 3.2.2.) Pursuant to a Joint Prosecution and Fee Sharing Agreement (the "JPA"), the Class Counsel Fees Payment will be divided between Class Counsel, with 50% to Moon Law Group, PC ("MLG") and 50% to Work Lawyers, P.C. ("WL"). A true and correct copy of the JPA is attached as **Exhibit 5**.

(e) **Class Counsel Expenses Payment** means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed $29,000.00. (*Id.* at ¶¶ 1.7, 3.2.2.) To date, MLG has incurred $10,990.40 in litigation costs. A true and correct copy of my firm's itemized list of current litigation expenses is attached as **Exhibit 6**.

(f) **Class Notice** means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish. (*Id.* at ¶ 1.13, *See* **<u>Exhibit C</u>**.)

(g) **Class Representative Service Payments** means the court-approved payments allocated to the Class Representatives for their services in support of the Actions and General Releases, not to exceed $7,500.00 per Class Representative. (*Id*. at ¶¶ 1.16, 3.2.1.)

(h) **Effective Date** means the date both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. (*Id.* at ¶ 1.20.) The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters the Judgment; (b) if one or more Participating Class Members object(s) to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. (*Id*.)

(i) **Escalator Clause:** Based on their records, Defendants estimate that: Class Members employed by Stonebridge Hospitality worked approximately 49,395 Workweeks between July 27, 2018, and February 20, 2025; Class Members employed by 365 Hospitality worked approximately 11,309 Workweeks between January 3, 2019, and February 20, 2025; and Class Members employed by Real Hospitality worked approximately 2,439 Workweeks between January 16, 2024, and December 20, 2024 (a combined total of 63,143 Workweeks). (*Id.* at ¶ 7.1.) If the actual number of Workweeks collectively worked by Class Members during the Class Period increases by more than ten percent (10%) above 63,143, Defendants will at their option either (a) agree to increase the Gross Settlement Amount on a proportional basis for the percentage increase over ten percent (10%) (e.g., if the number is eleven percent (11%) higher, the

Gross Settlement Amount will be increased by one percent (1%), or (b) agree to shorten and close the Class Period and PAGA Period on the date closest to, but that does not exceed, 69,457 Workweeks to eliminate the need to increase the Gross Settlement Amount. (*Settlement,* ¶ 7.1.) **Defendants' counsel will notify Plaintiffs' counsel of Defendants' election after the date of the Preliminary Approval Order and within seven (7) days of being notified by the Administrator that this clause has been triggered.** (*Id.*)

(j) **Gross Settlement Amount** means One Million Twenty-Nine Thousand Seven Hundred Eighty Dollars ($1,029,780.00), the total amount Defendants agree to pay, can ever be required to pay, or can ever cause to be paid, under the Settlement, except as provided under the Escalator Clause, and excluding employer payroll taxes owed on the wage portions of the Individual Class Payments. (*Id.* at ¶¶ 1.24, 3.1.) The Gross Settlement Amount will be used to fund the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. (*Id*. at ¶ 1.24) **None of the Gross Settlement Amount will revert to Defendants.** (*Id*. at ¶ 3.1.)

(k) **Individual Class Payment** means the Participating Class Member's pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period. (*Id*. at ¶ 1.25.)

(l) **Individual PAGA Payment** means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties allocated pursuant to Labor Code section 2699(i) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period. (*Id*. at ¶ 1.26.)

(m) **LWDA PAGA Payment** means the LWDA's 75% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(i). (*Id*. at ¶ 1.28.)

(n) **Net Settlement Amount** means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. (*Settlement,* ¶ 1.29.) The remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id*.)

(o) **PAGA Penalties** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA claims, not to exceed $80,000.00. (*Id.* at ¶ 1.36.)

(p) **Plaintiffs' Release.** Plaintiffs fully release and discharge the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, against Defendants, including (i) all claims based on violation of Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, any California Industrial Commission Wage Order, California Code of Regulations, Title 8, Sections 11040, *et seq*., Business and Professions Code sections 17200, *et seq*., and California Code of Civil Procedure section 1021.5; (ii) all claims for or related to alleged unpaid wages, minimum wages, regular rate of pay, hours worked, overtime or double time wages, bonus and incentive pay, sick pay, timely payment of wages at separation, wage statements, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair or unlawful business practices, and claims for statutory penalties based on the facts or claims alleged in the operative Complaint at any time during the Class Period; and (iii) all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the

Americans With Disabilities Act, Age Discrimination in Employment Act; California Fair Employment and Housing Act; and the law of contract and tort ("Plaintiffs' Release"). (*Settlement,* ¶ 5.1.) In connection therewith, Plaintiffs waive the provisions of California Civil Code section 1542. (*Id.*) Plaintiffs' Release excludes the release of claims not permitted by law. (*Id*. at ¶ 5.1.1.)

(q) **Released Class Claims.** All Participating Class members fully release and discharged the Released Parties of any and all claims alleged in the operative Complaint and/or any and all claims and/or theories of liability that could have been alleged in the operative Complaint, including, but not limited to (i) all claims for violation of and/or any applicable penalties pursuant to California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, the California Industrial Commission Wage Orders, Cal. Code Regs., Title 8, section 11040, *et seq*., and California Business and Professions Code sections 17200, *et seq*., and (ii) any and all claims for or related to alleged unpaid wages, minimum wages, regular rate of pay, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely payment of wages at separation, wage statements, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair business practices, unlawful business practices, and statutory penalties at any time during the Class Periods (collectively, "Released Class Claims") (*Id.* at ¶ 5.2.)

(r) **Released PAGA Claims.** All Aggrieved Employees fully release and discharge the Released Parties of any and all PAGA claims and/or theories of liability alleged in the operative Complaint or the PAGA Notices and/or any and all PAGA claims based on the facts stated in the operative Complaint or the PAGA Notices, including, but not limited to, (i) all PAGA claims seeking civil penalties premised upon California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 and the California Industrial Commission Wage Orders, and (ii) any and all other claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code sections 2699, *et seq.*, including, but not limited to those based on the facts or claims alleged in the operative Complaint or the PAGA Notices at any time during the PAGA Period. The Released PAGA Claims do not release any Aggrieved Employees' claims for wages or statutory penalties, and the Aggrieved Employees may not opt out of the Released PAGA Claims (collectively, "Released PAGA Claims"). (*Settlement*, ¶ 5.3.)

(s) **Released Parties** means Defendants, SC Walnut Creek Financeco, LLC, Hotel Beverage Company, LLC, Hotel Beverage Member, LLC, SLS Lodging Advisors, LLC, SC Walnut Creek, LLC, together with their affiliates, officers, directors, employees, owners, and agents, as well as AVR San Jose Downtown Hotel, LLC, Summit Hotel TRS 114, LLC, SC Walnut Creek, LLC, Harbor Suites, LLC, Garden Grove Lodging, LLC, BRE Gateway SSF Operations, LLC, Summit Hotel TRS 129, LLC, West Coast Lodging, LP, and DC San Francisco 1 Operations LLC. (*Id*. at ¶ 1.42.)

(t) **Tax Allocation**. Fifteen percent (15%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for wages. (*Id*. at ¶ 3.2.3.2.) Eighty-Five percent (85%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties. (*Id*.) One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. (*Id*. at ¶ 3.2.4.2.)

<u>THE SETTLEMENT MERITS PRELIMINARY APPROVAL</u>

13. The Settlement merits preliminary approval because it is fair and reasonable. The Settlement is fair and reasonable because it was the product of extensive adversarial discussions and negotiations between the Parties; the terms reflect findings made after an exhaustive exchange of data

and documents between the Parties; the terms are supported by an in-depth factual investigation and evaluation by Class Counsel and their expert, which included a data-analysis of the time, payroll, and policy records produced by Defendants; and it subverts further litigation, and thus, the risk of delay, the risks involved in class certification, the challenge of succeeding on the merits even if the class were certified, substantial litigation-related costs, and trial and appellate risk.

14. The Settlement is based on the following information: there are approximately 750 Class Members who fall within the four-year statute of limitations period pursuant to California Business and Professions Code sections 17200, *et seq*. and who worked (a) 49,395 Workweeks from July 27, 2018 to February 20, 2025 for Defendant Stonebridge Hospitality; (b) 11,309 Workweeks from January 3, 2019 to February 20, 2025 for Defendant 365 Hospitality; and (c) 2,439 Workweeks from January 16, 2024 to December 20, 2024 for Defendant Real Hospitality, for a combined total of 63,143 Workweeks. (Settlement, ¶ 7.1.) Additionally, there are an estimated 696 Aggrieved Employees who fall within the one-year statute of limitations period pursuant to Labor Code sections 2698, *et seq*. and who worked 15,333 total Pay Periods for Defendants. It is also estimated that Class Members have a weighted average hourly rate of pay of $23.20, an average hourly regular rate of pay $23.61, and an average overtime rate of pay of $34.80 for Defendants.

Accordingly, Class Counsel calculated Defendant's potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Maximum Amount
Unpaid Wages Violations (due to Improperly Calculated Regular Rate)	63,143 Workweeks	$23.64 Average Regular Rate	Violation Rate Based On Analysis Of Records By Expert	$26,115.00
Unpaid Wages Violations (due to Unpaid Off-the-Clock Work)	63,143 Workweeks	$23.20 Average Rate / $34.80 Average Overtime Rate	14,055 Net Unpaid Regular (36.7%) and Overtime Hours (63.3%)	$429,279.05
Meal Period Violations	63,143 Workweeks	$23.20 Average Rate	37,994 Unique Meal Break Violations	$881,460.80

Rest Break Violations	63,143 Workweeks	$23.20 Average Rate	83,523 Unique Rest Break Violations	$1,937,733.60
Unreimbursed Business Expenses Violations	63,143 Workweeks	$20 / Month for Cell Phone Use; $300 / Year for Uniform	Violation Rate Based On Analysis Of Records By Expert	$434,710.77
Inaccurate Wage Statements	Based On One-Year Statute Of Limitations	$100 Per Pay Period	$100 Per Pay Period for 691 Class Members During The One-Year Statute Of Limitations	$903,600.00
PAGA Civil Penalties	Based on 15,333 pay periods within the 1-year SOL	$100 Per Pay Period	Based on 15,333 pay periods within the 1-year SOL	$1,533,300.00
Waiting Time Penalties	Based On Three-Year Statute Of Limitations	Violation Rate Based On Analysis Of Records By Expert Per Pay Period	Violation Rate Based On Analysis Of Records By Expert Per Pay Period for 364 Terminated Class Members During The Three-Year Statute Of Limitations	$1,688,591.00
Maximum Amount for All Claims				**$7,834,790.22**
Assuming 20% probability of prevailing at class certification and on the merits (i.e., 20% of maximum)				**$1,566,958.04**

15. The first unpaid wages claim is based on Defendants' failure to incorporate all non-discretionary remuneration into Class Members' respective regular rates of pay for purposes of paying overtime pay, meal break premiums, and sick pay. The sample of time and corresponding payroll records of the Class for Defendants show that: 1) 63% of Class Members were paid both overtime and additional non-discretionary remuneration, with the latter not incorporated into the former; 2) 23.7% of Class Members were paid both meal break premiums and additional non-discretionary remuneration, with the latter not incorporated into the former; and 3) 16.1% of Class Members were paid both sick pay and additional non-discretionary remuneration, with the latter not incorporated into the former.

From this, Plaintiffs' expert estimated that Defendants have a maximum potential liability of $26,115.00 for this claim.

16. The second unpaid wages claim is based on Defendants' failure to compensate Class Members for all off-the-clock hours worked, irrespective of position. For example, Class Members regularly prepared for their shifts before clocking in, including, but not limited to, filling their housekeeping carts with towels, bedsheets, and cleaning products. Class Members also completed their shift duties after clocking out, including, but not limited to, inspecting hotel areas not yet examined by their managers. Class Members also worked through meal periods after clocking out to ensure completion of their daily tasks by the end of the day, respond to work-related inquiries made by managers, receptionists, and other hotel personnel, and assist coworkers with work-related tasks. In view of these de facto circumstances, Class Counsel reasonably assumed Class Members worked an average of five off-the-clock minutes per shift, or an estimated 14,055 net unpaid regular and overtime hours throughout the Class Period. From this, as well as the average hourly rate of pay of all Class Members; the average hourly overtime rate of pay of all Class Members; and the fact that the sample of time and corresponding payroll records of the Class establish that a majority of all unpaid off-the-clock hours worked should have been paid at the overtime rate, Class Counsel and their expert calculated that Defendants have a maximum potential liability of $429,279.05.

17. The meal period claim is based on the fact that Defendants failed to provide or maintain sufficient meal period policies or practices, such that Class Members were not always permitted or able to take meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods: The sample of time and corresponding payroll records of the Class establish 37,994 total unique meal break violations during the Class Period, for a 20.7% violation rate. From this, as well as the average hourly regular rate of pay of all Class Members, Class Counsel estimated that Defendants have a maximum potential liability of $881,460.80.

18. The rest break claim is based on the fact that Defendants failed to provide or maintain sufficient rest break policies or practices, such that Class Members were regularly required to work in excess of four consecutive hours a day, or major fraction thereof, without authorization or permission to take a ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof.

The precise number of rest break violations could not be calculated, in light of the fact that Defendants did not document when Class Members took their required rest breaks. Therefore, in preparation for mediation, Class Counsel assumed that Defendants had a fifty percent (50%) violation rate for shifts greater than three- and one-half hours. Class Counsel and its data expert then estimated that, in light of the assumed violation rate; the total number of rest breaks among all Class Members during the Class Period; and the average hourly regular rate of pay for all Class Members, Defendants have a maximum potential liability of $1,937,733.60.

19. The unreimbursed business expense claim is based on allegations that Defendants failed to indemnify Plaintiffs and Class Members for necessary business expenses incurred in direct consequence of their work duties. In particular, Defendants required Class Members to purchase and maintain a specific brand of black dress shoes but did not reimburse Class Members for such expense. Further, Defendants required Class Members to use their personal cell phones to communicate during and outside of work hours with management and the front desk about work-related topics and to send photos to management about available and dirty rooms, but did not reimburse Class Members for such expenses. Based on information from Plaintiffs, Class Counsel estimated that Defendants failed to reimburse Class Members $20 per month for cell phone use and $300 per year for uniforms, resulting in a maximum potential liability of $434,710.77.

20. The derivative penalties, as indicated above, were calculated by taking into account the above claims and maximum liabilities; their respective formulae for calculation and statute of limitations; the total number of Class Members who fall within their respective statutes of limitation; and the total number of weeks worked by all Class Members. From this, Class Counsel and their expert determined that the maximum potential liability of Defendants for inaccurate wage statement statutory penalties was $903,600.00; PAGA civil penalties was $1,533,300.00; and waiting time statutory penalties was $1,688,591.00; and the total maximum potential liability of Defendants for all statutory and civil penalties was $4,125,491.00.

21. Using these estimated figures, Plaintiffs predicted that the maximum exposure for all claims, including penalties, would be $7,834,790.22. **The $1,100,000.00 settlement figure represents approximately 13.14% of the maximum exposure**.

22. However, the maximum exposure does not reflect Plaintiffs' realistic recovery as it excludes Defendant's defenses and the risks of certification. For example, certification and proof of the rest period violations and unreimbursed business expenses claim would require declarations from Class Members, and such declarations would reveal that each Class Member had a different experience. Additionally, with regard to the off-the-clock claim, Defendants argued that the above practices resulted in Class Members working no more than one off-the-clock minute per shift. Further, Defendants argued that, in light of the individualized experiences of Class Members, and the challenges attendant to proving the truth of such experiences, this claim would be extremely difficult to both certify and prove. With regard to the regular rate claim, Defendants nonetheless maintained that they did not fail to incorporate any additional remuneration into Class Members' overtime pay, meal break premiums, or sick pay as such additional remuneration was discretionary. Defendants also argued that, to the extent Defendants failed to incorporate any additional remunerations, only a small percentage of pay periods were affected – 2.9% of pay periods for Defendant 365 Hospitality and 1.7% of pay periods for Defendant Stonebridge Hospitality had both sick pay and additional compensation. With respect to the meal period claim, Defendants argued that Class Members either received meal premium payments or voluntarily waived their meal breaks, and therefore, this claim would be difficult to certify and demonstrate liability for. Defendants also argue with respect to the rest period claim that rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks and, significant for purposes of class certification, that this claim is highly individualized and therefore would require declarations from each Class Member establishing Class Members shared a similar experience as to missed, interrupted or short rest breaks. Defendants also argue that they complied with all their reimbursement obligations. The unreimbursed business expenses claim is also highly individualized as each Class Member has a different experience as to any business expenses incurred for their job duties, if any. The individualized and testimony-intensive nature of the wage claims could bar or limit the likelihood of any recovery. The possibility that all of Plaintiffs' claims would be certified is low as 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.). The maximum exposure also assumes the Court would award the full amount for Plaintiffs' derivative claims. However, such result is unrealistic given the discretionary nature of awarding PAGA penalties and given Defendant's defenses, including without limitation, that any failure to pay all final wages at the time of separation was not willful or intentional and that to the extent Plaintiffs received wage statements that were allegedly inaccurate, Plaintiffs suffered no actual resulting damage or harm. Furthermore, considering the underlying wage claims are estimated to be a maximum of $3,709,299.22 awarding $4,125,491.00 in penalties would also raise Due Process concerns. **Considering the foregoing, Plaintiffs' Counsel believe that Plaintiffs' realistic recovery is closer to 20% of Defendant's maximum exposure, or $1,566,958.04 ($7,834,790.22 x 20%).**

23. **Accordingly, Plaintiffs' realistic recovery is estimated to be $1,566,958.04**. **The Gross Settlement Amount of $1,029,780.00 therefore represents 65.72% of Plaintiffs' realistic recovery**. In turn, an estimate of the Net Settlement can be calculated to be $550,520.00[1] at this time. The Class is comprised of approximately 750 Class Members. As a result, each Participating Class Member is eligible to receive an average net benefit of approximately $734.03. Considering the Class Members' average hourly rate is $23.20, the average net benefit is approximately 31.6 hours of work. Additionally, there are an estimated **696 Aggrieved Employees** who are each expected to receive an average of **$28.75** from the $20,000.00 Individual PAGA Payments, or 25% of the $80,000.00 allocated to PAGA Penalties, or a **Pay Period value of $1.30** based on the **15,333 PAGA Pay Periods**. 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 Defendants during the relevant period will receive a benefit greater than the average estimated amount. The high and low range of payments to Class Members will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data and will be provided to the Court in a motion for final approval

[1] The Net Settlement Amount is the Gross Settlement Amount of $1,029,780.00, less: $12,000.00 for the maximum Administration Expenses Payment; $29,000.00 for a maximum Class Counsel Expenses Payment; $343,260.00 for a maximum Class Counsel Fees Payment; $15,000.00 for the maximum Class Representative Service Payments ($7,500.00 per Plaintiff); and $80,000.00 for the PAGA Penalties. (*Settlement*, ¶ 3.1.)

24. In light of 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, the legitimate controversy that exists as to each cause of action, and the expense and time required to prove the amount of wages due to each Class Member, the Settlement is within the *ballpark* of reasonableness, and preliminary approval of the Settlement is appropriate. Further, in light of Plaintiffs' legally and factually backed confidence in the merits of her claims and the fact that the issues were fairly contested, the Settlement is in the best interest of the Class.

THE CLASS COUNSEL FEES PAYMENT IS FAIR AND REASONABLE

25. The Class Counsel Fees Payment is fair and reasonable in light of Class Counsel's experience and qualifications and pursuant to the common fund doctrine:

My Experience And Qualifications

26. I received a Bachelor of Arts in History in 1998 from the University of California, Los Angeles, and a Juris Doctorate 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. I have been selected to Super Lawyers each year from 2020 to 2025.

27. I co-founded Moon Law Group, P.C., formerly Moon & Yang, APC, in March 2010. For the past decade, I have built my practice to have an emphasis on employment and related civil litigation cases. In fact, my practice is focused almost exclusively on advocating for the rights of employees in wage-and-hour litigation through class and representative actions. The firm and its lawyers, including myself, have successfully settled hundreds of wage-and-hour cases; tried both bench and jury trials, representing both plaintiffs and defendants, in employment-related matters; and have been appointed lead or co-lead class counsel in numerous federal and state courts in California.

28. 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.

29. 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 March 17, 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 Tech., Inc. Sec. Litig. (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 7**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (See, e.g., id. [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in In re HPL Technologies, Inc. utilized the locality pay differentials within the federal courts. (Id. at pp. 921–22.) Using the same method here and based on my firm's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%. (Compare Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026, with Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 8** and **Exhibit 9**, respectively. Based on my 19+ years of experience out of law school, 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)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

30. In addition to the present case, Moon Law Group, P.C. is presently class counsel for dozens of other putative wage-and-hour class- and representative-action lawsuits pending in various state and federal jurisdictions throughout California. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 20,2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 (class size approx. 2,650; lead counsel) (In approving my $650 hourly rate, 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 Law Group, APC attorneys. *Id*. at *10; *Sison v. Cha Hollywood Medical Center, L.P.*, LASC BC6441 29 (class size approx. 2,100; co-counsel); *Jones v. Fitness Alliance, LLC*, Riverside Superior Court PSC1404079 (class size approx. 1,000; lead counsel); *Gomez v. H Mart Companies, Inc.*, LASC BC671525 (class size approx. 2,500; co-counsel); *Montoya v. Golden 1 Credit Union*, Sacramento Superior Court 34-2018-00228252 (class size approx. 1,900; lead counsel); *Campa v. Bloomingdeals, Inc*., LASC BC700366 (class size approx. 1,500; lead counsel); *Black v. Mission Healthcare Services, Inc*., LASC 19STCV04602 (class size approx. 1,000; lead counsel); *Onofre v. Caitac Garment Processing, Inc*., LASC BC702283 (class size approx. 750; lead counsel); *Martinez v. Bail Hotline Bail Bonds, Inc.*, LASC BC700131 (class size approx. 173; lead counsel); *Jones v. Citiguard, Inc.*, LASC BC664890 (class size approx. 587; lead counsel); *Slaughter v. ACA Security Stems, LP*, LASC BC699137 (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC*, LASC BC722765 (class size approx. 515; lead counsel); *Vertti v. Bagcraft Papercon III, LLC*, LASC 19STCV12729 (class size approx. 260; lead counsel); *Rodriguez v. Rossmoyne, Inc.,* LASC BC699137 (class size approx. 220; lead counsel); *Vargas v. AMS Paving, Inc*., LASC BC722767 (case size approx. 260; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.*, LASC BC709630 (class size approx. 210; lead counsel); *Lagos v. ThyssenKrupp Elevator Corporation*, LASC BC682972 ($750,000 for 79 Class Members; lead counsel); *Aparicio v. Lineage Logistics, LLC*, LASC BC722764 (class size approx. 155; lead counsel).

31. This experience is helpful in assessing the reasonableness of settlements such as the one at issue here. From this experience, our firm, as Class Counsel, concluded that this lawsuit could not have been settled on better terms than provided under the present Settlement.

<u>Allen Feghali's Experience And Qualifications</u>

32. Allen Feghali is a partner at Moon Law Group, P.C. He received a Bachelor of Arts in Global and International Studies from the University of California, Santa Barbara in 2011, and a Juris Doctorate from University of La Verne College of Law in 2014. Mr. Feghali became an Active Member of the State Bar of California in December 2014 and has been an Active Member in good standing continuously since. He was selected by Super Lawyers as a "Southern California Rising Star" from

2020 to 2025.

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

34. Mr. Feghali's current billing rate is $900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's 10+ years of experience, his 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. 7.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of $900.00 per hour is reasonable.

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

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

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

(c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397), which is not currently scheduled for hearing.

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

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

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

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

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

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

36. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage and hour class and representative actions. His fee has been approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of

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

Jacquelyne VanEmmerik's Experience And Qualifications

37. Jacquelyne VanEmmerik received a Bachelor of Arts in Law, History, and Culture from the University of Southern California in 2017, and a Juris Doctorate 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.

38. 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 and 2025.

39. 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.

40. Ms. VanEmmerik's hourly rate is $700.00, which is her usual hourly 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)) (Ex. 7). Accordingly, Ms. VanEmmerik's current billing rate of $700.00 per hour is reasonable based on the Laffey Matrix rate and when considering her experience.

41. 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 June 2025, Ms. VanEmmerik briefed a Motion for Class Certification in the matters of *Rivera, et al. v. MTPDR, Inc. dba Jiffy Lube*, Case No. 22STCV06571, Los Angeles County Superior Court, and *Moore v. Saia Motor Freight Line, LLC*, Case No. 2:24-cv-03156-FLA-E, Central District Court of California;

(b) In November 2025, Ms. VanEmmerik briefed a Motion for Class Certification in the matter of *Tolentino v. Gillig, LLC*, Case No. RG20073930, Alameda County Superior Court;

(c) 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;

(d) From September 2021 to the present, Ms. VanEmmerik has participated in the litigation and/or resolution of approximately 100 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.

<u>Considerations Under The Common Fund Doctrine</u>

42. I am informed and believe that the fee provision is reasonable. Not only is the fee percentage customarily requested by my office for most class action employment cases, but also, my office has invested significant time and resources into this case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

43. To-date, my firm has spent no less than 126.6 hours litigating this case, resulting in $96,835.00 in attorneys' lodestar fees to date. The current lodestar fees represent a multiplier of approximately 1.77 for MLG's fee request of $171,630 (50% of the total fee request of $343,260 pursuant to the JPA). 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 Defendants fails to pay.

44. The risk to my office has been significant, particularly if we would not have been 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 numerous class action cases that have resulted in thousands of attorney hours being expended and ultimately having the defendant company go bankrupt. 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.

45. It is estimated that my office will need to expend at least another fifty to one hundred hours monitoring the process leading up to final approval and disbursement of the Gross Settlement Amount. My office also bears the risk of taking whatever actions are necessary if Defendants fail to pay.

46. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Moon Law Group, P.C. 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.

47. Moon Law Group, P.C. is taking the risk that we will not be reimbursed for our time unless our client settles or wins his case. For this reason, we cannot afford to remain in practice and continue representing other individuals in civil rights employment disputes if, at the end of our representation, all we are to receive is our regular hourly rate for services.

THE CLASS COUNSEL EXPENSES PAYMENT IS FAIR AND REASONABLE

48. The Class Counsel Expenses Payment is fair and reasonable because class counsel are entitled to recover the out-of-pocket litigation costs they reasonably incur in investigating, prosecuting, and settling a class and representative action, and the Class Counsel Expenses Payment reflects such costs. *Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 974.

49. Here, my firm has reasonably incurred $10,990.40 in litigation costs. Such costs were reasonably incurred because they were actually incurred and required to prosecute this Action. (*See Exhibit 6*.) For example, they include, but are not limited to, the complaint filing fee and expert fee. (*Id*.) The complaint filing fee was required to initiate the *Vanegas* Action, and the expert fee allowed Class Counsel to determine Plaintiffs' realistic recovery, which facilitated the Parties' settlement discussions and ultimately led to the Settlement. (*Id*.; *Settlement*, ¶ 2.5.) The Parties have agreed to reimbursement of litigation costs not to exceed $29,000.00, and any un-awarded litigation costs shall become part of the Net Settlement Amount for allocation to Class Members. (*Id*. at ¶ 3.2.2.)

THE CLASS REPRESENTATIVE SERVICE PAYMENTS ARE FAIR AND REASONABLE

50. The Class Representative Service Payments are fair and reasonable for the following reasons: Plaintiffs, who were former employees of Defendants, have cooperated immensely with my office and the office of co-counsel since the beginning of their involvement in the actions. (*Vanegas Decl.*, ¶ 2; *Aguilar Decl.*, ¶ 9.) Plaintiffs have acted to protect the interests of the Class and provided valuable information regarding their hours worked, the duties they performed during those hours, and the meal and rest periods taken and missed by Plaintiffs and other Class Members. (*Vanegas Decl.*, ¶ 16; *Aguilar Decl.*, ¶ 9.) Moreover, Plaintiffs provided my office and the office of co-counsel with information and documents relating to their employment with Defendants, which was instrumental in establishing the wage-and-hour violations alleged in the actions. Therefore, the recovery provided for

in the Settlement would have been impossible to obtain without their help.

51. Plaintiffs face significant risk as the Class Representatives in the actions. In particular, Plaintiffs face actual risk with their future employment, as putting oneself on public record in an employment lawsuit has been proven to affect employees' prospects for future employment.

52. Plaintiffs created the opportunity for Class Members to participate in a settlement that reimburses them for wage violations they may have never known about on their own or been willing to pursue on their own. If these Class Members had each tried to pursue their legal remedies on their own, such would have resulted in each having to expend a significant amount of their own monetary resources and time, which were obviated by Plaintiffs putting themselves on the line on behalf of the other Class Members.

53. The actions would not have been possible without the aid of Plaintiffs, who put their own time and effort into this litigation and placed themselves at risk for the sake of the Class. The requested enhancement award for Plaintiffs' service as class representatives are relatively small amounts of money considering the time and effort they put into the litigation, in comparison to enhancements granted in other class actions, and in light of the significant benefits generated for the Class. The requested Class Representative Service Payments are, therefore, fair and reasonable.

PLAINTIFFS' COUNSEL'S DILIGENCE RE: POST-SETTLEMENT MATTERS

54. I also submit this declaration in support of the Court's finding that Class Counsel is adequate, in connection with its ruling on preliminary approval of the Parties' Settlement. As reflected herein, notwithstanding Plaintiffs' counsel's Joint Prosecution Agreement—under which the Parties agreed to an equal division of fees and work—my office acted diligently throughout the post-settlement process, working on this matter no less than weekly, and took the laboring oar on most tasks, initiating the majority of correspondence and follow-up to ensure an efficient post-settlement process.

55. On February 20, 2025, the Parties participated in a private mediation before professional mediator, Kelly Knight, Esq. Mediation resulted in a settlement in principle, and Defendants' counsel circulated an initial draft of the Memorandum of Understanding ("MOU") encompassing the principal settlement terms.

56. On Sunday, February 23, 2025, counsel for Plaintiff Aguilar (hereinafter, "co-counsel")

circulated edits to the MOU to my office (hereinafter, my office and co-counsel, collectively, "Plaintiffs' counsel"). On February 25, 2025, my office circulated additional edits to co-counsel and noted that client approval was still pending. Between March 3 and March 5, 2025, Plaintiffs' counsel corresponded regarding various MOU terms, including, among others, which party would draft the long-form settlement agreement (hereinafter, "long form").

57. On March 5, 2025, Plaintiffs' counsel circulated their edits to the MOU to Defendants' counsel, and Defendants' counsel circulated a finalized version of the MOU for signature.

58. On March 6, 2025, my office emailed all counsel regarding a term of the MOU that we had added but was not incorporated into the finalized version of the MOU. Defendant's counsel and my office agreed to meet and confer about this issue on March 10, 2025.

59. On March 10, 2025, Defendant's counsel inadvertently missed the Parties' scheduled conference call, and the Parties rescheduled for the following day.

60. On March 11, 2025, the Parties met and conferred, and agreed to the contested term. That day, my office circulated an updated version of the MOU.

61. On March 12, 2025, March 13, 2025, and March 14, 2025, my office emailed all counsel that the updated version of the MOU still contained a problematic term and provided a detailed explanation of our reasoning.

62. On March 14, 2025, Defendant's counsel responded with a proposed compromise. That same day, my office informed co-counsel by email that the proposal was acceptable and requested confirmation of his agreement. On March 17, 2025, my office followed up with co-counsel regarding the compromised term. After additional correspondence that day, my office incorporated the agreed-upon term and, on March 18, 2025, circulated a finalized version of the MOU to all Parties.

63. On March 25, 2025, my office circulated Plaintiff Vanegas' executed MOU to all Parties, and on March 28, 2026, co-counsel circulated Plaintiff Aguilar's executed MOU to all Parties.

64. On March 28, 2025, my office followed up with Defendants' counsel on the status of their clients' executed MOU and emailed co-counsel to confirm he was handling the initial draft of the long form.

65. On April 4, 2025, April 11, 2025, April 17, 2025, and April 22, 2025, my office followed

up with Defendants' counsel on the status of their clients' executed MOU.

66. On April 23, 2025, Defendants' counsel emailed my office and co-counsel, advising that they had encountered an unanticipated issue and proposing that the Parties meet to discuss.

67. On April 28 and 29, 2025, the Parties met and conferred about the long-form terms.

68. On May 7, 2025, May 13, 2025, May 15, 2025, May 29, 2025, June 5, 2025, and June 12, 2025, my office followed up with Defendants' counsel regarding the Parties' discussion, and on June 17, 2025, Defendants' counsel provided a response.

69. On June 18, 2025, and June 19, 2025, my office emailed Defendants' counsel regarding an additional long-form term.

70. On June 30, 2025, my office circulated our redlines to the long form to co-counsel.

71. On July 7, 2025, I followed up with co-counsel on the status of his review of the long form and informed him that we would proceed with sending the draft to Defendants' counsel if we did not receive a timely response.

72. On July 8, 2025, co-counsel responded to me, approving our edits to the long form, and my office circulated the long form to Defendants' counsel. My office also emailed three administration companies for settlement administration bids.

73. On July 14, 2025, my office followed up with Defendants' counsel on the status of their redlines, and Defendants' counsel circulated their redlines three days later, on July 18, 2025.

74. On July 18, 2025, my office sent our additional long-form revisions to co-counsel, and co-counsel responded, expressing concern about Plaintiffs' release.

75. On July 22, 2025, my office corresponded with co-counsel about his concern, obtained approval to send Plaintiffs' collective revisions to Defendants' counsel, and returned the long form to Defendants' counsel. On the same day, my office corresponded with Phoenix Class Action Administration regarding its settlement administration bid.

76. On July 24, 2025, Defendants' counsel circulated their final proposed edits and proposed that the Parties also obtain a settlement administration bid from Xpand Legal Consulting.

77. On July 28, 2025, my office reviewed Defendants' counsel's additional edits and circulated our final comments to co-counsel. We received an automated response indicating that co-

counsel was out of the country. My office then informed Defendants' counsel of co-counsel's absence, provided our redlines (subject to co-counsel's approval), and circulated a draft stipulation to continue the upcoming Case Management Conference in Plaintiff Vanegas's federal matter.

78. On July 29, 2025, Defendants' counsel requested that the Parties meet and confer, and the Parties agreed to meet the following day.

79. On July 31, 2025, my office circulated a clean version of the long form to co-counsel for his approval. Following his approval, my office circulated a clean version of the long form to Defendants' counsel.

80. On August 8, 2025, August 14, 2025, August 19, 2025, and August 21, 2025, my office emailed Defendants' counsel to follow up on their approval of the long form.

81. On August 21, 2025, Defendants' counsel responded, indicating they were awaiting approval from their client, and on August 27, 2025, Defendants' counsel approved the long form for signature.

82. On August 28, 2025, my office circulated a draft Joint Stipulation for Leave to Amend and [Proposed] Order to co-counsel—to be filed in his *Aguilar* action—in light of the Parties' agreement to consolidate the related *Aguilar* and *Vanegas* cases. My office also requested a Word version of the operative complaint in *Aguilar*.

83. On September 4, 2025, co-counsel sent my office a Word version of the operative complaint in *Aguilar*, and on September 8, 2025, my office circulated a redlined draft Consolidated First Amended Complaint. On September 9, 2025, my office followed up with co-counsel regarding his review of the draft Consolidated First Amended Complaint.

84. On September 12, 2025, my office and co-counsel circulated Plaintiffs Vanegas' and Agular's executed long form to Defendants' counsel. Further, my office followed up with co-counsel regarding his revisions to the draft Joint Stipulation for Leave to Amend and draft Consolidated First Amended Complaint. On the same day, co-counsel responded with his revisions and circulated the same to Defendants' counsel.

85. On September 15, 2025, and September 21, 2025, my office followed up with Defendants' counsel regarding their clients' signatures on the long form. On September 24, 2025, co-

counsel did the same. Defendants' counsel responded on September 26, 2025, indicating they were awaiting their clients' response.

86. On October 13, 2025, Defendants' counsel circulated the fully executed long form.

87. On October 21, 2025, my office confirmed Defendants' availability to appear at a December 5, 2025 Preliminary Approval Hearing, scheduled the hearing, and began preparing Plaintiffs' Motion for Preliminary Approval.

88. On November 6, 2025, my office informed co-counsel that we would have the first draft of Plaintiffs' Motion for Preliminary Approval complete within the week and requested the status of the draft Joint Stipulation for Leave to Amend and Consolidated First Amended Complaint.

89. On November 10, 2025, my office requested that co-counsel provide Plaintiff Aguilar's Declaration in support of Preliminary Approval.

90. On November 14, 2025, my office followed up with co-counsel, requesting the status of the draft Joint Stipulation for Leave to Amend and Consolidated First Amended Complaint, and indicating that we had finalized Plaintiffs' Motion for Preliminary Approval. On the same day, Defendants' counsel circulated their revisions to the Consolidated First Amended Complaint.

91. On November 18, 2025, co-counsel sent my office a copy of the Consolidated First Amended Complaint, and the following day, my office approved it for filing.

92. On November 21, 2025, my office followed up with co-counsel regarding his intention to file the Joint Stipulation for Leave to Amend.

93. On November 26, 2025, co-counsel circulated a finalized version of the Joint Stipulation for Leave to Amend and Consolidated First Amended Complaint, and my office approved the documents on the same day.

94. On December 1, 2025, my office drafted a Joint Stipulation to Remand Plaintiff Vanegas' federal matter back to the San Francisco County Superior Court to facilitate consolidation and the settlement approval process, and on December 3, 2025, the Northern District remanded Plaintiff Vanegas' class action.

95. On December 4, 2025, co-counsel followed up with Defendants' counsel on the status of their revisions to the Joint Stipulation for Leave to Amend, and Defendants' counsel responded, apologizing for the delay (due to medical reasons) and approving the stipulation.

96. On December 5, 2025, the Parties filed a Joint Stipulation for Leave to Amend in the *Aguilar* matter.

97. On December 16, 2025, my office called the clerk to request the status of the Court's review of the Joint Stipulation for Leave to Amend.

98. On December 30, 2025, my office emailed co-counsel for the transaction number of the stipulation filing, and on December 31, 2025, co-counsel circulated the e-file transaction receipt for the Joint Stipulation for Leave to Amend.

99. On January 9, 2026, my office emailed co-counsel again for the status of the Joint Stipulation for Leave to Amend, and on the same day, co-counsel replied that he had received an automated reply from the Court indicating it was backlogged.

100. On January 26, 2026, my office emailed co-counsel again, asking if he had received a conformed copy of the Joint Stipulation for Leave to Amend, and on January 27, 2026, co-counsel responded, indicating he had called the Department 302 clerk regarding the status of the stipulation, and the clerk advised that the Court was currently backlogged.

101. On February 2, 2026, co-counsel circulated a Rejection Letter from the Court regarding the Joint Stipulation for Leave to Amend. The Letter indicated the Joint Stipulation for Leave to Amend was rejected as to form, stating "hearing by a noticed motion is required."

102. On February 10, 2026, my office circulated a draft Motion for Leave to Amend to co-counsel, and on February 12, 2026, co-counsel informed my office that, as soon as he received a hearing date, his office would file the motion.

103. On February 18, 2026, and February 20, 2026, my office followed up with co-counsel regarding the filing of the Motion for Leave to Amend.

104. On February 23, 2026, my office reviewed the Motion for Leave to Amend in light of the Court's reassignment of the *Aguilar* matter to Department 613, and on the same day, co-counsel filed the motion and noticed it for hearing on March 24, 2026.

105. On March 13, 2026, the Court consolidated the *Aguilar* and *Vanegas* matters and granted the Parties leave to file their Consolidated First Amended Complaint. The same day, my office amended the Parties' Joint Stipulation for Leave to Amend in light of consolidation.

106. On March 18, 2026, my office discovered that an original Defendant, Stonebridge Companies, was inadvertently omitted from the amended complaint. Following this discovery, my office drafted an updated stipulation for leave to amend and a Revised Consolidated First Amended Complaint.

Executed on March 27, 2026 at Los Angeles, California.

/s/ Kane Moon
Kane Moon, Esq.

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 South Figueroa Street, 31st Floor Los Angeles, California 90017. On **March 27, 2026**, I served the foregoing document described as:

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

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

[✓] **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 e-mail**.** 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**, March 27, 2026** at Los Angeles, California.

______________________	*/s/*
Type or Print Name	Signature