Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Chancellor Nobles (SBN 330081)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: cnobles@moonlawgroup.com

Attorneys for Plaintiff Jaime S. Perdomo

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

JAIME S. PERDOMO, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

STEVE MILLEN SPORTPARTS, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 30-2024-01428570-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

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

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

PRELIMINARY APPROVAL HEARING
Date: December 7, 2026
Time: 1:30 p.m.
Dept. CX103
Judge: Hon. David A. Hoffer

Res. ID: 74975337

Complaint Filed: September 26, 2024
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 Jaime S. Perdomo ("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 persons who worked for Defendant Steve Millen Sportparts, Inc. ("Defendant", together with Plaintiff, the "Parties") as an hourly, non-exempt employee at any time during the Class Period from September 26, 2020, through March 21, 2026, as set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the "Settlement" or "Settlement Agreement"). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. The proposed Class Notice, and the Exclusion and Objection Forms, are attached to the Settlement, respectively, as **Exhibits A, B and C.**

4. Defendant is a California corporation engaged in motor vehicle manufacturing and parts production. Plaintiff worked for Defendant in a non-exempt, hourly-paid position from approximately 2019 through August 2024. Plaintiff was classified as non-exempt during the entirety of his employment and was subjected to the same unlawful labor practices as his coworkers.

5. Plaintiff's claim for unpaid wages stems from 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.

6. Pursuant to PAGA, on September 22, 2024, Plaintiff gave written notice to the California Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code violations, with certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff's Notice is attached hereto as **Exhibit 2**. On September 26, 2024, Plaintiff filed a Class Action complaint, which 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; and (8) engaged in unfair business practices.

7. On November 26, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint against Defendant to add a ninth cause of action for civil penalties under PAGA (the "Operative Complaint"). A file-stamped copy of the Operative Complaint containing the Court-assigned case number was submitted to the LWDA. To date, the LWDA has not given its intention to investigate and intervene on the matter.

8. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Defendant argues the putative Class was paid all minimum wages and overtime wages owed and that Defendant did not allow its employees to work off-the-clock. 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. As for the unreimbursed business expenses, Defendant maintains it reimbursed Class Members for all necessary business expenses incurred, and that cellphone use was not required for work purposes. 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, and that there was no knowing or intentional violation. (*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."].)

9. 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 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 also maintains the claims are improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that could bar class certification or significantly reduce Defendant's overall liability.

DISCOVERY AND INVESTIGATION

10. Following the filing of the complaint, the Parties met and conferred regarding an agreement to mediate the claims. The Parties agreed to mediate with Hon. Carl West (Ret.), an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for informal discovery by 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. Defendant provide a sample of time and payroll records for the putative Class, including an employee list and information regarding the estimated number of current and former Class Members, Workweeks, Aggrieved Employees, PAGA Pay Periods, and average hourly pay.

11. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided. Plaintiff's Counsel was able to analyze the sample records and prepare a damage analysis prior to mediation. In conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel 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 his counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

12. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. (Settlement, ¶ 2.8.)

SETTLEMENT NEGOTIATIONS

13. On January 20, 2026, the Parties participated in a full-day mediation with Hon. Carl West (Ret.), 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 Settlement.

14. In compliance with Labor Code section 2699, Plaintiff's Counsel submitted to the LWDA a notice of settlement, a copy of the proposed Settlement Agreement, and Plaintiff's preliminary approval papers. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**. To date, Plaintiff's administrative exhaustion period under PAGA expired without the LWDA indicating its intent to investigate the alleged violations.

15. Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (Settlement Agreement, ¶ 3.1.) Each Class Member who does not opt-out will be entitled to his or her pro rata share of the Net Settlement Amount that is directly proportional to the number of workweeks during which the Class Member worked in the Class Period. (*Id.* at ¶ 3.2.3.) 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 ¶ 3.2.4.a.) For any Class Member whose Individual Class Payment check or for any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after 180 days after the date of mailing (the "Void date"), the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee, thereby leaving

no "unpaid residue" in accordance with the requirements of California Code of Civil Procedure section 384(b). (*Id.* at ¶¶ 4.2.1, 4.2.3.)

16. The Gross Settlement Amount ("GSA") is $135,000.00, subject to potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.1.) Defendant will separately pay their employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*) The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within thirty (30) calendar days of the Effective Date. (*Id.* at ¶ 4.1.) "Effective Date" means the date upon which all of the following have occurred: (i) the Court has approved the Settlement; (ii) the Court has issued the Final Order and entered Judgment in accordance with the terms described herein; (iii) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; and (iv) if there is an intervenor and no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment. (*Id.* at ¶ 1.17.)

17. The GSA is based on Defendant's representation that there are no more than 3,685 Workweeks during the Class Period. (*Id.* at ¶ 7.1.) In the event that the final number of Workweeks worked during the Class Period increases by more than 10%, or more than an additional 369 Workweeks, then the Gross Settlement Amount shall be increased pro rata by the percentage that the actual number of Workweeks exceeds 3,685 multiplied by the Gross Settlement Amount. (*Id.*) For example, if the final number of Workweeks worked during the Class Period increased to 11% above the represented workweeks, or to 4,090 workweeks, the Gross Settlement Amount would increase by 1% to $136,350.00. (*Id.*) Defendant agrees to be prepared to inform the Court of any such increase at the Preliminary Approval Hearing. (*Id.*)

18. The Settlement provides for a Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount (currently estimated to be $45,000.00) for Plaintiff's Counsel's attorneys' fees, plus Class Counsel Litigation Expenses payment for reimbursement for out-of-pocket litigation costs not more than $12,500.00. (*Id.* at ¶ 3.2.1.) If the Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the

Administrator will allocate the remainder to the Net Settlement Amount. (*Id.*) There is no fee splitting agreement. At this time, my firm has incurred $7,437.04 in costs, and a true and correct copy of these litigation costs is attached hereto as **Exhibit 4**.

19. The Parties jointly appoint Phoenix Class Action Administration Solutions as the neutral entity to administer the Settlement. (*Id.* at ¶ 1.1.) The Settlement Agreement provides for an Administration Expenses Payment not to exceed $4,000.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.2.) To the extent the administration expenses are less, or the Court approves payment less than the bid amount, the Administrator will retain the remainder in the Net Settlement Amount. (*Id.*) A true and correct copy of the Administrator's not-to-exceed bid of $4,000.00 is attached hereto as **Exhibit 5**.

20. The Class consists of approximately 24 individuals and is defined as all persons who worked for Defendant as an hourly, non-exempt employee at any time during the Class Period. (*Id.* at ¶ 1.4.) For purposes of Settlement, the "Class Period" is the period from September 26, 2020, through March 21, 2026. (Settlement, ¶ 1.12.)

21. The PAGA Group consists of approximately 14 Aggrieved Employees and is defined as all current and former hourly, non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA Period. (*Id.* at ¶ 1.3.) For purposes of Settlement, the "PAGA Period" is the period from September 22, 2023, through March 21, 2026. (*Id.* at ¶ 1.33.)

22. The Settlement provides for PAGA Penalties in the amount of $13,500.00 to be paid from the Gross Settlement Amount, with 65% ($8,775.00) allocated to the LWDA PAGA Payment and 35% ($4,725.00) allocated to the Individual PAGA Payments. (*Id.* at ¶ 3.2.4.)

23. 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"), the remaining 85% will be allocated to settlement of claims for penalties and interest (the "Non-Wage Portion"). (*Id.* at ¶ 3.2.4.a.) The Administrator will report the Individual PAGA Payments on IRS 1099-MISC Forms. (*Id* at ¶ 3.2.4.b.)

24. The "Released Class Claims" are limited to causes of action that were alleged in the Operative Complaint or that reasonably could have been alleged based on the facts alleged in the Operative Complaint arising during the Class Period. (*Id.* at ¶ 5.1.) This will not include any other

claims, including claims for vested benefits, unemployment benefits, disability benefits, social security benefits, and/or workers' compensation benefits. (*Id.*)

25. The "Released PAGA Claims" are limited to claims for civil penalties and attorneys' fees and costs under PAGA that were alleged in the Operative Complaint or that reasonably could have been alleged based on the facts alleged in the Operative Complaint and Plaintiff's PAGA Notice, arising during the PAGA Period. (*Id.* at ¶ 5.2.) The Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any Aggrieved Employees' individual claims for wages or statutory penalties. (*Id.* at ¶ 5.2.1.) In light of the binding nature of a PAGA judgment on non-party employees, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member. (*Id.*)

26. "Released Parties" means: Defendant and each of its past, present, and future subsidiaries, parents, divisions, successors, predecessors or assigns. (*Id.* at ¶ 1.42.)

27. The release will be effective on the date Defendant fully funds the entire Gross Settlement Amount and separately pays all employer payroll taxes owed on the Wage Portion of the Individual Class Payments. (*Id.* ¶ at 5.)

28. The Class Notice will be mailed via first-class U.S. mail to the current address of each Class Member. (*Id.* at ¶ 6.4.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement, the estimated Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts, the Final Approval Hearing information, the procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members, and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at ¶¶ 6.4, 6.13-6.13.3, Exs. A-C.)

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

29. Plaintiff's Counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Plaintiff's

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.

30. Based on Plaintiff's Counsel's analysis of the information provided by Defendant, and information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendants faced. 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 at mediation, there are 24 Class Members who worked approximately 3,685 Workweeks, with a weighted average hourly rate of $16.00. In addition, there are an estimated 16 former employees for Labor Code § 203 penalties, 14 employees that fall within the 1-year statute of limitations period for penalties under Labor Code § 226 and PAGA, and 628 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 (Off-the-Clock Work)	3,685 Workweeks	$16.00 average rate of pay	3,071 unpaid hours (assumes 10 minutes per shift)	**$7,370.40****
Meal Period Violations	3,685 Workweeks	$16.00 average rate of pay	9,213 unique meal break violations (assumes 50% violation rate)	**$73,700.00***
Rest Break Violations	3,685 Workweeks	$16.00 average rate of pay	18,425 unique rest break violations (assumes 100% violation rate)	**$44,220.00****
Unreimbursed Business Expenses	3,685 Workweeks	$25.00 per month	Assumes $25.00 per month	**$3,454.69****
Labor Code §203	Based on approximately 16 terminated employees	$16.00 average rate of pay / 30-day max.	Assumes 8 hours/day	**$6,144.00*****

Labor Code §226	Based on approximately 14 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 628 pay periods within the 1-year SOL	**$6,210.00*** **
PAGA	Based on approximately 628 pay periods within the 1-year statute of limitations	$100 per pay period	Based on 628 pay periods within the 1-year SOL	**$6,280.00*** **
Total for Class Claims				**$147,379.09**
* 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.				

31. Plaintiff's unpaid wages claim is based in part on allegations that Defendant did not compensate Class Members for off-the-clock work. According to Plaintiff, Plaintiff and Class Members were spent time preparing for work before clocking in and spent time waiting in line to clock in, without compensation. For purposes of mediation, I assumed, based on information from Plaintiff, that each Class Member performed 10 minutes of unpaid work each shift, and thereby arrived at 3,071 cumulative unpaid hours, resulting in an estimated maximum exposure of $49,136.00. However, Defendant argues that it did not require or permit the Class to work outside of their scheduled shift times and that any time spent waiting in line to clock in was *de minimis*. 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 $7,370.40 for the unpaid off-the-clock work claim**.

32. Plaintiff's meal period claim is based on allegations that due to the nature of their work, Class Members' meal breaks were often interrupted, and sometimes missed altogether. Plaintiff alleges that Defendant failed to provide compliant meal and rest breaks on 4-5 of his shifts per week. He also alleges that he was required to end his meal breaks 5 minutes early every time to clock-in back to work. Based on information from Plaintiff, Plaintiff's Counsel assumed a 50% violation rate for all shifts resulting in 9,213 unique meal break violations, and a maximum exposure of $147,400.00. However, 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. 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 $73,700.00 for the meal period claim**.

33. 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 100% violation rate for all shifts, resulting in 18,425 unique rest period violations and an estimated maximum exposure of $294,800.00. Defendant maintains that it complied with all its 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 their 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 $44,220.00 for the rest period claim**.

34. Plaintiff's claim for unreimbursed business expenses is based on allegations that Plaintiff and Class Members were not reimbursed for expenses incurred in direct discharge of their duties, including for the purchase of gloves and masks, and for the use of their personal cellphones for work. For purposes of mediation, I assumed Defendant failed to reimburse Class Members $25.00 per month and thereby assessed a maximum liability of $23,031.25. However, Defendant argues that it complied with all its reimbursement obligations and that cellphone use was not required for work. This claim also presents difficulties with certification because of the individualized nature of employees' expense. 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. Based on Defendant's defenses and the risks with certification, I applied an 85% discount to the maximum exposure. Applying this discount, I accordingly arrived at **a realistic damage estimate of $3,454.69 for the unreimbursed business expenses claim**.

35. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimated that Defendant's realistic potential liability is **$18,634.00**. While Defendant's maximum potential liability for waiting time penalties is $61,440.00 based on approximately 16 terminated class members within the relevant time period, $62,100.00 for inaccurate wage statements based on approximately 14 class members within the 1-year statute of limitations, and $62,800.00 for PAGA penalties based on the Court assessing a $100 penalty for each pay period (628 pay periods), I believe that it would be unrealistic to expect the Court to award the full $186,340.00 in penalties given Defendant's defenses and the discretionary nature of penalties. Considering that the underlying wage claims are realistically estimated to be $128,745.09 awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied an 90% discount to each penalty (resulting in $6,144.00 for waiting time penalties, $6,210.00 for inaccurate wage

statement penalties, and $6,280.00 for PAGA penalties), and arrived at **$18,634.00 for statutory and civil penalties.**

36. **Using these estimated figures, Plaintiff predicted that the realistic recovery for all claims, including penalties, would be $147,379.09**. This means that the $135,000.00 settlement figure represents approximately 91.6% 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.

37. While Plaintiff is confident in the merits of his 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.

38. Plaintiff's 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.

39. 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 his 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.

40. 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 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.

41. The Net Settlement Amount available for settlement payments is no less than **$60,000.00** for an estimated Class size of **24 individuals**.[1] As a result, the average Individual Class Payment is approximately **$2,500.00** prior to tax withholdings on the wage portion of payments. Additionally, there are **14 Aggrieved Employees**, which results in an average Individual PAGA Payment of **$337.50** from the total Individual PAGA Payments of $4,725.00. The average **PAGA Pay Period value is $7.52** based on the **628 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 Workweeks or Pay periods worked 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 3,685 Workweeks, **the average Workweek value is estimated to be $16.28**. Assuming a Class Member worked one Workweek, the estimated lowest Individual Class Payment is $16.28 ($16.28 Workweek value x 1 Workweek). There are approximately 286 Workweeks in the Class Period from September 26, 2020 to March 21, 2026. Assuming a Class Member worked for the entire duration of this period, the estimated highest Individual Class Payment is $4,656.72 ($16.28 Workweek value x 286 Workweeks). Assuming an Aggrieved Employee worked one PAGA Pay Period, the lowest Individual PAGA Payment is estimated to be $7.52 ($7.52 average PAGA Pay Period value x 1 PAGA Pay Period). There are approximately 65 pay periods in the PAGA Period of September 22, 2023, to March 21, 2026. Assuming an Aggrieved Employee worked for the entire duration of this period, the highest Aggrieved Employee Payment is estimated to be $489.05 ($7.52 average PAGA Pay Period value x 65 PAGA Pay Periods). With regard to Plaintiff, Plaintiff worked for Defendant for approximately 201 weeks during the Class Period (from the beginning date of the Class Period to August 2024, when Plaintiff stopped working for Defendant) and for approximately 23 pay periods during the PAGA Period (from the beginning date of the PAGA Period September 22, 2023 to August 2024). As a result, Plaintiff's Individual Class Payment is estimated to be $3,272.73 ($16.28 Workweek value x 201

[1] The Net Settlement Amount is at least $135,000.00 less the following: $4,000.00 for the Administration Expenses Payment, $13,500.00 for the PAGA Penalties payments to the LWDA and to Aggrieved Employees, $45,000.00 for Class Counsel Fees Payment, and up to $12,500.00 for Class Counsel Litigation Expenses Payment. (Settlement Agreement, ¶¶ 1.26, 3.1-3.1.4.)

Workweeks), and Plaintiff's Aggrieved Employee Payment is estimated to be $173.05 ($7.52 average PAGA Pay Period value x 23 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.

42. The proposed settlement of $135,000.00 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 $135,000.00 is within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate.

MY EXPERIENCE AND QUALIFICATIONS

43. 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.

44. 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.

45. 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.

46. 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 Sept. 15, 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 6**. 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 7** and **Exhibit 8**, 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.

47. 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).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

49. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice has focused on advocating for the rights of employees at the trial-court and appellate level. Prior to

approximately June 2018, with the exception of a handful of cases, his practice focused on individual FEHA and wrongful termination claims, as well as individual wage and hour claims. In June 2018, Mr. Feghali became heavily involved in the firm's class and PAGA representative action practice.

50. 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 nearly 12 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. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of $900.00 per hour is reasonable.

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

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

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

(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.

52. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage and hour class and PAGA 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); *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).

CHANCELLOR NOBLES'S EXPERIENCE AND QUALIFICATIONS

53. Chancellor Nobles is a Senior Associate Attorney at my office. Chancellor earned his undergraduate degree from the University of California, Santa Barbara in Political Science, and his Juris Doctor from Loyola Law School. Chancellor was admitted to practice law in January 2020 and is presently admitted to practice in all courts of California and before all federal district courts in California. The focus of Chancellor's practice is wage-and-hour class action law, including matters filed under PAGA. Chancellor has worked on numerous class and representative actions that have been granted final approval, including: *Raub v. Synergy One Lending, Inc.*, San Diego County Superior Court, Case No. 37-2019-00030713-CU-OE-CTL; *Wicker v. ASC Profiles LLC*, Sacramento County Superior Court, Case No. 34-2019-00270803-CU-OE-GDS; *Hernandez v. Saint-Gobain Performance Plastics Corporation*, Orange County Superior Court, Case 30-2020-01142388-CU-OE-CXC; *DelCorso v. Westland Technologies, Inc.*, Stanislaus County Superior Court, Case No. CV-

20-002807; *Jefferson v. McCormack Baron Management*, San Francisco County Superior Court, Case No. CGC-20-588162; *Smith v. KS Industries, L.P.*, Kern County Superior Court, Case No. BCV-21-101300; *Rodriguez v. Means Engineering, Inc. et al.*, San Diego County Superior Court, Case No. 37-2020-00024397-CU-OE-CTL; *Diaz v. Roxbury Surgery Center, LLC, et al.*, Los Angeles County Superior Court, Case No. 20STCV46531; *Coleman v. H&E Services, Inc.*, Alameda County Superior Court, Case No. RG20069157; *Skinner v. MoreFlavor, Inc.*, Alameda County Superior Court, Case No. RG20084231; *Lozano v. Peterson Brothers Construction, Inc.*, Merced County Superior Court, Case No. 22CV-00103; *Jimenez v. Makita U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 20STCV21732; *Gaston v. Onrad, Inc.*, Riverside County Superior Court, Case No. RIC2004221; *Avalos v. Indio Products, Inc.*, Los Angeles County Superior Court, Case No. 20STCV40470; *Salas v. Golden Specialty Foods, LLC*, Merced County Superior Court, Case No. 22CV-00393; and *Childs, et al., v. Dal Chem, Inc. d/b/a Alexis Oil Company*, Riverside County Superior Court, Case No. CVRI2100684. Chancellor is also currently handling active class action and representative PAGA matters pending in various courts in California, including *Telleria v. Michael Kors (USA), Inc. et al.*, Los Angeles County Superior Court, Case No. 25STCV20941; *Ward v. Connect With Physicians, LLC*, San Diego County Superior Court, Case No. 24CU025981C; *Barahona v. Five Star Gourmet Foods, Inc. et al.*, San Bernardino County Superior Court, Case No. CIVSB2429126; *Franks v. Park Management Corp.*, Solano County Superior Court, Case No. CU25-06540; *Minor v. Sacramento Behavioral Healthcare Hospital, LLC*, Sacramento County Superior Court, Case No. 25CV018002; *Gonzalez v. Clovis Lakes Associates, LLC*, Fresno County Superior Court, Case No. 25CECG03664; *Salas v. Modesto MMP VI, Inc. et al.*, Stanislaus County Superior Court, Case No. CV-25-008224; *Sanchez v. MP Restaurants, Inc.*, El Dorado County Superior Court, Case No. 25CV1839; and *Avalos v. Sonoma Valley Hospital Foundation dba Sonoma Valley Hospital*, Sonoma County Superior Court, Case No. 25CV06578.

54. Mr. Nobles' current billing rate is $725.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Nobles' nearly 6 years of experience, his Laffey Matrix rate with a 2.53% adjustment is $640.81 per hour ($625.00 Laffey Matrix rate + (2.53% x $625)). (*See* Ex. 6.) As

compared to the Laffey Matrix rate and when considering his experience, Mr. Nobles' billing rate of $725.00 per hour is reasonable.

PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

55. 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 about 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.

56. 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.

57. 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.

58. 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

59. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third (1/3) of the Gross Settlement Amount, currently estimated to be $45,000.00, plus actual costs and expenses not to exceed $12,500.00. (Settlement, ¶ 3.2.1.) 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. Plaintiff's 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. As of the drafting of this motion, my office has incurred $7,437.04 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.

65. 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 him;

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

(c) Preparation of multiple drafts of the original class action complaint and the first amended complaint, including 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) Research and preparation of Plaintiff's mediation brief;

(g) Attendance at mediation;

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

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

(j) Preparation of the motion for preliminary approval.

66. 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 $135,000.00 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 October 5, 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 1055 W. Seventh St., Suite 1880, Los Angeles, California 90017. On **October 5, 2026**, I served the foregoing document described as:

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

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**, October 5, 2026** at Los Angeles, California.

Ivette Hernandez	*/s/ Ivette Hernandez*
Type or Print Name	Signature