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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

ADRIAN TORRES, individually, and on behalf of all others similarly situated, Plaintiff, vs. THE SOUNDCOAT COMPANY, INC.; and DOES 1 through 10, inclusive, Defendants	Case No. 30-2024-01434818-CU-OE-CXC <u>CLASS AND REPRESENTATIVE ACTION</u> [Hon. William Claster, Dept CX101] **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, Declarations of Plaintiff, Jodey Lawrence, and [Proposed] Order*] <u>PRELIMINARY APPROVAL HEARING</u> Date: June 5, 2026 Time: 9:00 a.m. Dept. CX101 **Reservation Number: 74840558** Complaint Filed: October 21, 2024

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 Adrian Torres ("Plaintiff") and the putative Class.

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

CASE BACKGROUND

3. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff seeks to represent a class of all current and former hourly-paid or non-exempt employees of Defendant The Soundcoat Company, Inc. ("Defendant" and together with Plaintiff, the "Parties") in California employed from October 21, 2020 through December 31, 2025, subject to the escalator clause, for various violations of the California Labor Code. Defendant is a multinational company that provides specialized noise control solutions to industries such as aerospace, industrial equipment, and commercial construction. Plaintiff worked for Defendant as a shipping and receiving supervisor from approximately August 2023 until October 2024. Plaintiff was classified as non-exempt during the entirety of his employment and was subjected to the same unlawful labor practices as the Class.

4. Because of Defendant's alleged violations of various provisions of the Labor Code, Plaintiff filed this class and representative action on October 21, 2024, which, as amended on February 11, 2025, alleges that Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest breaks, (5) failed to indemnify necessary business expenses; (6) failed to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, (8) engaged in unfair business practices; and (9) violated civil penalty provisions recoverable as PAGA penalties pursuant to Labor Code section 2698 *et seq*. These claims stem from Defendant's alleged failure to incorporate nondiscretionary bonuses into the regular rate of pay, failure to pay employees for

off-the-clock work, alleged unlawful rounding policy, failure to reimbursement necessary business expenses, as well as alleged systematic failures to provide meal periods and rest breaks.

5. Defendant ardently opposes the merits of this case, denying Plaintiff's factual allegations, and contending, among other things, that Plaintiff and Class Members have been all paid proper wages and were provided all meal and rest period opportunities to which they were entitled. Defendant also argues that it complied with all its reimbursement obligations. Furthermore, Defendant asserts that Plaintiff suffered no actual harm as a result of any alleged inaccurate wage statements, and that there was no knowing or intentional violation. Defendant also alleges that its good-faith belief that it paid all wages precludes waiting time penalties. For these reasons, Defendant denies unfair business practices and denies liability under PAGA. Finally, Defendant disputes the certifiability of the Class due to the individualized nature of the claims.

DISCOVERY AND INVESTIGATION

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

7. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample time/pay records. Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to mediation.[1] The sample time and pay records analyzed contained 21,100 shifts that Class Members worked (representing approximately 75.49% of total shifts worked in the Class Period), which allowed Plaintiff's expert to prepare an analysis with a high degree of certainty. In conjunction

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

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.

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

SETTLEMENT NEGOTIATIONS

9. On September 4, 2025, the parties participated in a full-day mediation with Lisa Klerman, Esq., a professional and neutral class and PAGA action mediator. The settlement negotiations were at arm's length and, although conducted in a professional manner, adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After extensive discussion regarding the merits and certifiability of Plaintiff's claims and Defendant's defenses, a settlement was reached by the Parties, the material terms of which are encompassed within the Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement" or "Settlement Agreement"), a true and correct copy of which is attached as **Exhibit 2** to this declaration.

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

11. A true and correct copy of Plaintiff's PAGA notice of alleged Labor Code violations sent to Defendant and the California Labor and Workforce Development Agency (the "LWDA") on October 20, 2024 is attached hereto as **Exhibit 4**. Plaintiff's administrative exhaustion period under PAGA expired without the LWDA indicating its intent to investigate the alleged violations. In compliance with Labor Code section 2699, subdivision (*l*)(1), Plaintiff's Counsel submitted a file-stamped copy of Plaintiff's first amended complaint that contained the Court-assigned case number to the LWDA.

12. Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (Settlement Agreement, ¶ 3.0.) Each Class Member who does not opt-out will be entitled to his or her pro rata share of the Net Settlement Amount that is directly proportional to the number of workweeks during which the Class Member worked in the Class Period. (*Id.* at ¶¶ 1.36, 3.1.3.1) Likewise, each Aggrieved Employee will be entitled to his or her pro rata share of the 35% share of PAGA Penalties that is directly proportional to the number of pay periods during which the Aggrieved Employee worked in the PAGA Period. (*Id.* at ¶ 3.1.4.1.)

13. The Settlement Agreement provides for a Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount (currently estimated to be $82,000.00) for Plaintiff's Counsel's attorneys' fees, plus reimbursement for out-of-pocket litigation costs not to exceed $25,000.00. (*Id.* at ¶ 3.1.2.) In the event the amount of actual costs is less and/or the amount of fees and costs approved by the Court are less than the requested amounts, the difference will revert to Participating Class Members. (*Id.*) At this time, my firm has incurred $18,857.12 in costs, and a true and correct copy of these litigation costs, with the invoice from Plaintiff's expert statistician, is attached hereto as **Exhibit 5**. At final approval, Plaintiff's Counsel will submit contemporaneously made billing records for attorneys' fees and costs.

14. The Settlement Agreement includes a Class Representative Service Payment to Plaintiff in an amount up to $7,500.00 from the Gross Settlement Amount, subject to the Court's approval, in addition to the amount he is eligible to receive as a Class Member. (*Id.* at ¶ 3.1.1.) This service award is for Plaintiff's services in support of the Action and General Release. (*Id.* at ¶ 1.14) In the

event the amount approved by the Court is less than the requested amount, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.1.1.)

15. The Parties jointly appoint Phoenix Class Action Administration Solutions as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.1.) The Settlement Agreement provides the Administrator will be paid an Administration Expenses Payment from the Gross Settlement Amount, in an amount up to $4,000.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.1.3.) In the event the amount of costs is less and/or the amount approved by the Court is less than the requested amount, the difference will revert to Participating Class Members. (*Id.*) A true and correct copy of the Administrator's bid of $2,950.00 is attached hereto as **Exhibit 6**. At final approval, billing records for administrative costs will be submitted.

16. Defendant shall fully fund the Gross Settlement Amount and fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator within fourteen (14) days after the Effective Date. (*Id.* at ¶ 4.0.)

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

17. 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.

18. Based on my analysis of the time, payroll, and additional records provided by Defendant, Plaintiff's expert's analysis of the time and payroll records provided by Defendant, and information from Plaintiff,[2] Plaintiff's Counsel evaluated Defendant's maximum exposure. I took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. According to the data Defendant provided at mediation, there are 47 Class Members, approximately 5,872 Workweeks, and the weighted average hourly rate was

[2] While Plaintiff's Counsel was unable to interview any Class Members other than Plaintiff, information from Plaintiff included Plaintiff's observations of alleged class-wide issues.

$17.89 per hour. Based on Defendant's payroll data, there were an estimated 22 former employees for Labor Code § 203 penalties, 39 employees that fall within the 1-year statute of limitations period for penalties under Labor Code § 226 and PAGA, and 2,283 PAGA Pay Periods during the PAGA Period.

Accordingly, I calculated Defendant's potential exposure as follows:[3]

Claim	Relevant Time Period	Rate	Number of Violations	Amount
Unpaid Wages (Regular Rate of Pay)	5,872 Workweeks	$18.03 average regular rate of pay	Rate based on the expert's analysis	**$2,708.78****
Unpaid Wages (Rounding)	5,872 Workweeks	$17.89 average rate of pay	620 net unpaid hours (combined regular, overtime, and double time hours	**$9,106.00***
Unpaid Wages (Off-the-Clock Work)	5,872 Workweeks	$17.89 average rate of pay	6,998 unpaid hours (assumes 15 minutes per shift) (assumes 85% overtime)	**$26,722.02*****
Meal Period Violations	5,872 Workweeks	$17.89 average rate of pay	26,678 unique meal break violations (based on expert analysis of records)	**$119,317.36****
Rest Break Violations	5,872 Workweeks	$17.89 average rate of pay	20,938 unique rest break violations (assumes 100% violation rate for shifts of at least 3.5 hours)	**$56,187.12*****
Unreimbursed Business Expenses	5,872 Workweeks	Assumes $50 per month	Based on information from Plaintiff	**$11,010.00*****

[3] The unfair business practices claim does not have independent value and simply extends the limitations period, so a damages analysis is not provided for this claim.

Labor Code §203	Based on approximately 22 terminated employees	$17.89 average rate of pay / 30-day max.	Assumes 8.7 hours/day	**$10,636.80**** **
Labor Code §226	Based on approximately 39 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 2,283 pay periods within the 1-year SOL	**$15,600.00**** **
PAGA	Based on approximately 2,283 pay periods within the 1-year statute of limitations	$100 per pay period	Based on 2,283 pay periods within the 1-year SOL	**$22,830.00**** **
Total for Class Claims				**$274,118.05**

* 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 25% 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.

19. Plaintiff's unpaid overtime claim is due to allegations that Defendant failed to incorporate non-discretionary bonuses into Class Members' regular rate of pay for purposes of paying overtime pay and sick pay. Plaintiff's expert reviewed the pay records produced and identified 116 instances in which additional non-discretionary compensation was paid to Plaintiff and other PCMs, including payments labeled as "m miscellaneous" (55 instances), "n nightdiff" (55 instances), and "b bonus" (59 instances, paid annually). Based on that review, Plaintiff contends Defendant did not consistently true up overtime and sick pay to account for these additional payments, resulting in underpayment. Plaintiff's expert reviewed the records and found that 28.5% of pay periods included both overtime and additional compensation and 4% of pay periods included both sick pay and additional compensation. Based on the assumption that the additional payments were non-discretionary, Plaintiff's expert estimated the maximum exposure for Defendant for this claim is $10,835.00. However, Defendant argues these remunerations were discretionary as not everyone received a bonus, and therefore Defendant was not required to

incorporate those payments into the regular rate. Due to the lack of written policies regarding criteria for bonus payments, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Therefore, I applied an 50% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $14,523.50 for the regular rate claim**.

20. Plaintiff's unpaid wages claim is also due to allegations that Defendant implemented an unlawful policy during the statutory period whereby Class Members were not paid based on actual hours worked but rather on rounded hours, resulting in unpaid minimum, overtime, and double-time wages. Plaintiff's expert reviewed the sample records Defendant produced and thus determined that Defendant's rounding practice resulted in 52.6% of shifts being underpaid. However, Defendant argues its rounding policy is in accordance with California law and neutral on its face as some employees were overpaid due to rounding. After accounting for any overpaid hours, Plaintiff's expert determined there were a net 620 unpaid hours, resulting in $18,212.00 unpaid wages. As such, Defendant's rounding policy is not neutral. Although I believe there is merit to this claim, I acknowledge there is risk with certifying this claim and proof on the merits. Therefore, for purposes of settlement, I applied a 50% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $9,106.00 for the rounding claim**.

21. Plaintiff's unpaid wages claim is also due to allegations that Defendant did not compensate Class Members for off-the-clock work. According to Plaintiff, employees regularly spent time waiting to use a single fingerprint timeclock for the warehouse, resulting in approximately 5 minutes of unpaid time before and after each shift, and Plaintiff further alleges that, as a supervisor, he spent additional time before clocking in unlocking gates, opening the warehouse, disarming the alarm, and turning on the lights. Plaintiff also reports that he and other employees sometimes performed work related tasks after clocking out, including delivering packages to ensure timely shipment. For purposes of mediation, Plaintiff's Counsel estimated that these practices resulted in approximately 15 minutes of unpaid work per shift, for a total of 6,988 unpaid hours, 85% of which was assumed to be overtime. Accordingly, Defendant's maximum exposure is estimated to be $178,146.83. However, Defendant argues employee timesheets accurately reflect work hours, that

employees were compensated for all hours worked, and that Defendant did not require or permit the Class to work outside of their scheduled shift times. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations could potentially reveal that each Class Member had a different experience with respect to clocking in and working off-the-clock. Additionally, "off-the-clock" claims are difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this claim – e.g. there are no records to be used as evidence. Therefore, I applied an 85% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $26,722.02 for the unpaid off-the-clock work claim**.

22. 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 did not consistently provide compliant meal periods within the required timeframes, including first meal periods by the end of the fifth hour of work and second meal periods for shifts exceeding ten hours. Defendant produced two versions of its employee handbook that were in effect during the Class Period: one dated June 2019 and one dated August 1, 2024. Plaintiff's Counsel reviewed the handbooks and Defendant's time records and found that the policies did not consistently address the timing of meal periods or the provision of second meal periods. The time records also reflect a high frequency of shifts without a recorded meal period or with meal periods taken outside the required timeframes. Plaintiff also contends that meal periods were sometimes affected by operational demands, including staffing levels and scheduling practices. Plaintiff's expert reviewed the time records and found 26,678 violations, for a 95.5% violation rate. Accordingly, Defendant's maximum exposure was estimated to be $477,269.42 ($26,678 violations x $17.89 avg. hourly rate). 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 75% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of $119,317.36 for the meal period claim**.

23. The rest break claim is based on the allegation that Defendant did not provide or maintain sufficient rest break practices, such that Class Members were regularly required to work in excess of four consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. Additionally, Plaintiff's Counsel reviewed Defendant's employee handbooks and found that Defendant's rest break policies were facially deficient as the policies omitted language required under California law, that rest breaks must be provided "for every four hours worked or a major fraction thereof." The precise number of rest break violations could not be calculated since Defendant neither documented, nor is required to document, when Class Members took their required rest breaks. Therefore, in preparation for mediation and based on information from Plaintiff and a review of Defendant's policies, Plaintiff's Counsel assumed a 75% violation rate for shifts of at least 3.5 hours. Plaintiff's expert thus determined that there are 20,938 unique rest period violations and that Defendants did not pay any premium wages, resulting in an estimated maximum exposure of $374,580.82 (20,938 violations x $17.89 avg. hourly rate). Defendant maintains that it complied with all rest period obligations and that, despite any alleged deficient policies, the putative Class was provided with the opportunity to take all rest periods to which they were entitled or otherwise voluntarily waived breaks. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant rest periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits, particularly as rest periods were not recorded nor are they required to be recorded under California law. Certification and proof of this claim would require declarations from Class Members and

obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to rest periods. Therefore, I applied an 85% discount to the maximum exposure. Applying this discount, I accordingly arrived at **a realistic damage estimate of $56,187.12 for the rest period claim**.

24. Plaintiff's claim for unreimbursed business expenses is based on allegations that Defendant's employees were not reimbursed for expenses incurred in direct discharge of their duties, including for the use of personal cell phones and vehicles for work. Plaintiff alleges that he was required to use his personal cell phone to communicate with managers, colleagues, and company clients. Additionally, Plaintiff was required to use his personal truck to deliver packages to UPS. For purposes of mediation and based on information from Plaintiff, Plaintiff's Counsel estimated that Defendant should have reimbursed each Class Member $50 per month. Given there are 5,872 Workweeks, there are an estimated 1,468 months in the Class Period (5,872 weeks / 4). As a result, Defendant's maximum exposure was estimated to be $73,400.00 ($50 per month x 1,468 months). However, Defendant argues that it complied with its reimbursement obligations. Moreover, Defendant contends that this claim 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. Accordingly, I applied an 85% discount to the maximum exposure and arrived at **a realistic damage estimate of $11,010.00 for the unreimbursed business expense claim**.

25. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimated that Defendant's realistic potential liability is **$49,066.80**. While Defendant's maximum potential liability for waiting time penalties is $106,368.00 based on approximately 22 terminated class members within the relevant time period, $156,000.00 for inaccurate wage statements based on approximately 39 class members within the 1-year statute of limitations, and $228,300.00 for PAGA penalties based on the Court assessing a $100 penalty for each pay period (2,283 PAGA Pay Periods), I believe that it would be unrealistic to expect the Court to award the full $490,668.00 in penalties given Defendant's defenses and the discretionary nature of PAGA penalties.

Considering that the underlying claims are realistically estimated to be $225,051.25 awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 90% discount to each penalty (resulting in $10,636.80 for waiting time penalties, $15,600.00 for inaccurate wage statement penalties, and $22,830.00 for PAGA penalties) and arrived at **$49,066.80 for statutory and civil penalties.**

26. **Using these estimated figures, Plaintiff predicted that the realistic recovery for all claims, including penalties, would be $274,118.05.** This means that the $246,000.00 settlement figure represents approximately 89.7% of the realistic 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.

27. 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.

28. 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.

29. 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.

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

judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

31. The Net Settlement Amount available for settlement payments is no less than **$112,500.00** for an estimated Class size of **47 individuals**.[4] As a result, it is estimated each Participating Class Member is eligible to receive an average benefit of approximately **$2,393.62** prior to tax withholdings on the wage portion of payments. Considering Class Members' average hourly rate is $17.89, the average benefit is approximately **134 hours of work**. Additionally, there are **39 Aggrieved Employees** who are each expected to receive an average of **$134.62** from the total Individual PAGA Payments of $5,250.00, or a **PAGA Pay Period value of $2.30** based on the **2,283 PAGA Pay Periods** during the PAGA Period. The actual amounts to Participating Class Members and Aggrieved Employees will vary based on each individual's duration of work during the Class Period or PAGA Period, respectively; thus, those who worked longer for Defendant during the relevant period will receive a benefit greater than the average estimated amount. Based on 5,872 Workweeks, **the average Workweek value is estimated to be $19.34**. 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.

32. The proposed settlement of $246,000.00 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, the settlement amount of $246,000.00 is within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate.

<u>THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE</u>

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[4] The Net Settlement Amount is at least $246,000.00 less the following: $7,500.00 for the Class Representative Service Payment, $4,000.00 for the Administration Expenses Payment, $15,000.00 for the PAGA Penalties payments to the LWDA and to Aggrieved Employees, $82,000.00 for Class Counsel's attorneys' fees, and up to $25,000.00 for Class Counsel's litigation costs. (Settlement Agreement, ¶¶ 1.27, 3.)

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

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

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

36. In the final analysis, this class action would not have been possible without the aid of Plaintiff, who put his own time and effort into this litigation and placed himself at risk for the sake of the Class. The requested service payment to Plaintiff for his service as the Class Representative is a relatively small amount of money considering the time and effort put into the litigation and

compared to enhancements granted in other class actions. The requested service payment is therefore reasonable to compensate Plaintiff for his service and active participation in this lawsuit.

MY EXPERIENCE AND QUALIFICATIONS

37. 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 2025.

38. 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.

39. 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.

40. 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 April 13, 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 $971.98 per hour ($948 Laffey Matrix rate + (2.53% x $948)) (Ex. 6). Accordingly, my current billing rate of $950.00 per hour is reasonable.

41. I am experienced in prosecuting and defending employment matters, particularly class actions and PAGA representative 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 California counties, 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 hourly rate in that case, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys"); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx.

173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc*. (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc*. (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

JACQUELYNE VANEMMERIK'S EXPERIENCE AND QUALIFICATIONS

42. 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.

43. 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.

44. 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.

45. 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.

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

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

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

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

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

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

NICHELLE CHRISTOPHERSON'S EXPERIENCE AND QUALIFICATIONS

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

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

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

50. Ms. Christopherson's hourly rate is $500.00, which is her usual hourly rate in wage and hour litigations. Based on Ms. Christopherson's nearly 3 years of experience out of law school, her Laffey Matrix rate with a 2.53% adjustment is $520.85 per hour ($508 Laffey Matrix rate + (2.53% x $508)). (Ex. 7.) Accordingly, Ms. Christopherson's current billing rate of $500.00 per hour is reasonable based on the Laffey Matrix rate and when considering her experience.

PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

51. As demonstrated by the foregoing, my office is qualified to handle this litigation because we are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage and hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval. Including myself, Moon Law Group, PC is comprised of roughly 35 attorneys, all of whom are actively and continuously practicing employment litigation, representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this

Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a high level of knowledge in areas of wage and hour class actions, PAGA representative actions, and labor and employment law generally, the substantiative (state and federal) and procedural law of which is frequently evolving.

52. 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.

53. 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.

54. 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

55. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third (1/3) of the Gross Settlement Amount, plus actual costs and expenses not to exceed $25,000.00. (Settlement, ¶ 3.1.2.) The proposed award of attorneys' fees to Class Counsel in this case can be justified under either the lodestar or percentage/common fund recovery method. 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.

56. 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.

57. 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.

58. 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.

59. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Moon Law Group, PC represents virtually all 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 to be able to continue representing other individuals in civil rights employment disputes.

60. As of the drafting of this motion, my office has incurred $18,857.12 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.

61. 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 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, finalization and filing of the complaints;

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

(e) Contacting witnesses;

(f) Analysis of the Defendant's time and pay records and preparation of a damages model with the aid of a statistics expert;

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

(h) Attendance at mediation;

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

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

(k) Preparation of the motion for preliminary approval.

62. 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 $246,000.00 to compensate settlement Class Members for Defendant's wage and hour practices. I am informed and believe that, without the efforts of my office, the Labor Code and Wage Order violations alleged in the Complaint would have gone completely unremedied.

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

Executed on April 30, 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 **April 30, 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**, April 30, 2026** at Los Angeles, California.

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