

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
afeghali@moonlawgroup.com
Lilit Ter-Astvatsatryan (SBN 320389)
lilit@moonlawgroup.com
Jacquelyne VanEmmerik (SBN 339338)
jvanemmerik@moonlawgroup.com
Nichelle Christopherson (SBN 349221)
nchristopherson@moonlawgroup.com

MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Rodrigo Cruz Garcia

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TUOLUMNE

RODRIGO CRUZ GARCIA, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

XL CONCRETE MASONRY, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CV66568

*Assigned for all purposes to Honorable Kevin
M. Seibert, Department 1*

**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 Plaintiff's Notice of Motion and
Motion for Preliminary Approval of Class
and PAGA Representative Action Settlement,
Declaration of Plaintiff, Declaration of Lisa
Mullins, and [Proposed] Order]*

PRELIMINARY APPROVAL HEARING

Date: March 4, 2026

Time: 8:30 a.m.

Dept: 1

Judge: Hon. Kevin M. Seibert

Complaint Filed: October 21, 2024

FAC Filed: February 10, 2025

Trial Date: None Set

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1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Rodrigo Cruz Garcia (“Plaintiff”) and the putative Class. I have personal knowledge of the matters set forth herein and if called as a witness, I could and would testify competently to the facts described herein.

2. 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, non-exempt employees of Defendant XL Concrete Masonry, LLC (“Defendant”) (together with Plaintiff, the “Parties”) in California employed during the period from February 11, 2023, through December 21, 2025, as set out in the Joint Stipulation of Class and Representative Action Settlement Agreement (the “Settlement”). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. Additionally, the proposed class notice is attached to the Settlement as **Exhibit A**.

4. Plaintiff's claim for unpaid minimum and overtime wages stem from allegations that Defendant required employees to work off-the-clock without compensation and failed to incorporate all remuneration into employees' regular rate of pay for purposes of paying overtime and sick pay. Plaintiff's meal and rest period claims are based on allegations that Defendant failed to provide employees with compliant meal breaks and rest periods and Defendant did not compensate

1 employees for these non-compliant breaks. Plaintiff further brings a claim for unreimbursed
2 necessary business expenses based on allegations that Class Members were required to use their
3 personal cellphones and buy their own tools and safety protective equipment, without any
4 reimbursement from Defendant. Finally, Plaintiff also brings derivative claims for waiting time
5 penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

6 5. Because of the foregoing alleged violations of various provisions of the Labor Code,
7 Plaintiff filed a class action on October 21, 2024, which alleges Defendant systematically: (1) failed
8 to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods,
9 (4) failed to authorize and permit rest periods, (5) failed to indemnify necessary business expenses,
10 (6) failed to pay final wages at termination, (7) failed to provide accurate itemized wage statements,
11 and (8) engaged in unfair business practices.

12 6. On October 20, 2024, Plaintiff gave written notice to the California Labor and Workforce
13 Development Agency (the “LWDA”) of the alleged Labor Code violations, with certified mail
14 service to Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s PAGA
15 Notice letter to Defendant and the LWDA is attached hereto as **Exhibit 2**. On February 10, 2025,
16 Plaintiff filed his first amended complaint to allege PAGA claims pursuant to Labor Code sections
17 2698, *et seq.*, and subsequently submitted a copy to the LWDA in compliance with Labor Code
18 section 2699, subd. (l)(1). To date, the LWDA has not indicated its intent to investigate the alleged
19 violations or intervene in this Action.

20 7. Defendant ardently opposes the merits of this case and denies Plaintiff’s factual
21 allegations. Defendant asserts it complied with all its compensation obligations, including
22 compensating Class Members for any and all off-the-clock work and overtime work, and therefore,
23 Plaintiff and other Class Members were paid all wages owed. Defendant argues it did not fail to
24 incorporate any non-discretionary bonuses into the regular rate of pay for purposes of paying
25 overtime and sick pay, and that all bonuses were discretionary. Defendant maintains compliance
26 with all its meal and rest period obligations. Defendant asserts it complied with all its
27 reimbursement obligations, and that Plaintiff and other employees were compensated for any and
28 all business expenses necessarily incurred. To the extent employees received wage statements that

1 were allegedly inaccurate, Defendant asserts employees suffered no actual damage or harm as a
2 result. (*See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB)
3 2013 WL 622032, at *10 [“A plaintiff must adequately plead an injury arising from an employer’s
4 failure to provide full and accurate wage statements, and the omission of the required information
5 alone is not sufficient.”].) With respect to Plaintiff’s claim for waiting time penalties, Defendant
6 alleges its good-faith belief that it paid all wages precludes the imposition of waiting time penalties
7 since Plaintiff cannot prove Defendant’s alleged failure to pay all final wages at the time of
8 separation was “willful.” (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED
9 CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others, Defendant
10 denies all of Plaintiff’s claims and allegations, and further claims it did not engage in any unfair
11 business practices and denies liability under PAGA. Defendant also maintains the claims are
12 improper for class treatment, in part, due to the individualized and testimony-intensive nature of
13 the wage claims that could bar class certification or significantly reduce Defendant’s overall
14 liability.

15 DISCOVERY AND INVESTIGATION

16 8. The Parties agreed to mediate the instant action and participated in private mediation
17 with Brandon McKelvey, Esq., an experienced class and PAGA action mediator. In preparation for
18 mediation, the Parties agreed to a protocol for an informal exchange of documents and information
19 before mediation. Prior to mediation, Plaintiff obtained from Defendant, through informal
20 discovery, documents and data that was necessary and helpful to evaluate the claims asserted in
21 this action. Defendant produced a statistically significant sample of time and pay records for the
22 putative Class, Plaintiff’s personnel files, and Defendant’s written policies. The exchange of
23 documents included a 68.4% sample time and corresponding payroll records of the Class.
24 Defendant also provided information regarding the estimated number of current and formerly
25 employed Class Members, Aggrieved Employees, and PAGA Pay Periods.

26 9. In preparation for mediation, Plaintiff’s Counsel reviewed and analyzed all the
27 information Defendant provided, including the sample records and documents regarding
28 Defendant’s wage and hour policies. Plaintiff’s Counsel retained a statistics expert to analyze the

1 sample records and prepare a damage analysis prior to the mediation. The sample time and pay
2 records analyzed contained 16,535 actual shifts worked (representing roughly 84.66% of total shifts
3 worked in the Class Period), which allowed Plaintiff's expert to prepare an analysis *with a high*
4 *degree of certainty*. In conjunction with their extensive factual investigation, Plaintiff's Counsel
5 also investigated the applicable law regarding the claims and defenses asserted in the litigation.
6 Accordingly, Plaintiff's Counsel was able to evaluate the probability of class certification, success
7 on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus,
8 Plaintiff and his Counsel's familiarity with the facts of the case and the legal issues raised by the
9 pleadings allowed them to act intelligently in negotiating the Settlement.

10 SETTLEMENT NEGOTIATIONS

11 10. On October 15, 2025, the Parties participated in a full day of private mediation before
12 Brandon McKelvey, Esq, an experienced, professional, and neutral class action mediator. The
13 negotiations were at arm's length and, although conducted in a professional manner, were
14 adversarial. The Parties went into the mediation willing to explore the potential for a settlement of
15 the dispute, but each side was also prepared to litigate their position through trial and appeal if a
16 settlement had not been reached. After extensive negotiations and discussions regarding the
17 strengths and weaknesses of Plaintiff's claims and Defendant's defenses, a settlement was reached
18 by the Parties. The material terms of which are in the Settlement.

19 11. To the best of my knowledge, I am not aware of any other individual, representative,
20 or class action in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those
21 asserted in this action on behalf of a class or group of individuals who would also be members of the
22 putative Class, as defined in this matter, other than a prior class action settlement in *Alejandra*
23 *Gonzales Avalos v. XL Landscape Development, et. al.*, docketed as Case No. 34-2022-00315272
24 (Sacramento County Superior Court) ("*Avalos*"). The release period in *Avalos* ran from August 15,
25 2017, through February 10, 2023, and resolved claims on behalf of 568 class members across
26 13,493 workweeks. Accordingly, the Class Period in this matter has been adjusted to begin on
27 February 11, 2023, the day after the release period in *Avalos* ended. I have come to this conclusion
28 after a reasonable inquiry and review of the LWDA's PAGA Case Search website, this Court's case

1 search website, and other information reasonably available online. Additionally, Defendant has not
2 indicated there is any other related case pending as of the date of this declaration. As such, I am
3 unable to name any case, the nature of any claims asserted in such case, or the definition of a class
4 of parties on whose behalf any action was brought that would overlap with the putative Class or
5 would otherwise be adversely affected by approval of this Settlement.

6 12. In compliance with Labor Code section 2699, subdivision (I)(2), Plaintiff's Counsel
7 submitted to the LWDA a notice of settlement and a copy of the proposed Settlement. A true and
8 correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3.**

9 13. Class Members will not need to submit any claim form as a condition of receiving
10 individual settlement payments. (Settlement, ¶ 3.0.) Each Class Member who does not opt-out will
11 be entitled to a pro rata share of the Net Settlement Amount that is directly proportional to the
12 number of compensable workweeks worked during the Class Period. (*Id.* at ¶ 1.21.) The Net
13 Settlement Amount is currently estimated to be \$123,883.33.¹ Based on an estimated 301 Class
14 Members, the average Individual Class Payment is estimated to be \$411.57 (\$123,883.33 / 301
15 Class Members). Likewise, each Aggrieved Employee will be entitled to a pro rata share of the
16 35% share of the PAGA Penalties (\$5,250) directly proportional to the number of workweeks
17 worked during the PAGA Period (*Id.* at ¶ 1.20.) Based on an estimated 260 Aggrieved Employees,
18 the average Individual PAGA Payment is estimated to be \$20.19 (\$5,250 / 260 Aggrieved
19 Employees).

20 14. The Settlement provides a fee application of not more than 33 1/3% of the Gross
21 Settlement Amount currently estimated to be at \$89,666.67 for reasonable attorneys' fees, plus
22 reimbursement for actual litigation costs not to exceed \$25,000.00, payable from the Gross
23 Settlement Amount. (*Id.* at ¶ 3.1.2.) To date, Plaintiff's Counsel has reasonably incurred \$22,820.95
24 in litigations costs. A true and correct copy of the Plaintiff's Counsel's litigation expenses is
25 attached hereto as **Exhibit 4.**

26
27 ¹ The estimated Net Settlement Amount was calculated by deducting the following from the
28 \$269,000.00 Gross Settlement Amount: Class Representative Service Payment of \$7,500, Class
Counsel Fees Payment of \$89,666.67, maximum Class Counsel Expenses Payment of \$25,000, the
Administration Expenses Payment of \$7,950.00, and PAGA Penalties of \$15,000.

1 15. The Settlement includes a Class Representative Service Payment to Plaintiff as Class
2 Representative of up to \$7,500.00 payable from the Gross Settlement Amount, subject to the
3 Court’s approval, and in addition to the amount he is eligible to receive as a Class Members and
4 Aggrieved Employees. (*Id.* at ¶ 3.1.1.) This award is for his services in support of the action, the
5 benefits he helped bring about for the Class, and his General Release. (*Id.* at ¶¶ 1.12., 5.0.) In the
6 event the award finally approved is less, the difference will revert to Participating Class Members.
7 (*Id.* at ¶ 3.1.1.)

8 16. The Parties jointly appointed ILYM Group, Inc. (“ILYM”) as the neutral entity to
9 administer this Settlement and agreed that the Administrator will be paid the costs of administration
10 work from the Gross Settlement Amount, and estimated administration costs will not exceed
11 \$7,950.00. (*Id.* at ¶¶ 1.1., 3.1.3.) A true and correct copy of the ILYM’s not to exceed bid is attached
12 hereto as **Exhibit 5.**

13 17. Defendant shall fully fund the Gross Settlement Amount and all employer payroll
14 taxes owed on the Wage Portions of the Individual Class Payments by transmission of such funds to
15 the Administrator within fourteen (14) calendar days of the Effective Date. (*Id.* at ¶ 4.0.)

16 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

17 18. Plaintiff’s Counsel conducted a thorough investigation into the facts of this case. Based
18 on the foregoing document and information exchange and on their own independent investigation
19 and evaluation, Plaintiff’s Counsel is of the opinion that the proposed Settlement is fair, reasonable,
20 and adequate. Furthermore, considering all known facts and circumstances, the risk of significant
21 delay, trial risk, appellate risk, and the defenses that Defendant may assert both to certification and
22 on the merits, the Settlement is in the best interest of the Class.

23 19. Based on Plaintiff’s Counsel’s review of the time, payroll, and additional data
24 provided by Defendant, on Plaintiff’s expert’s analysis of the sample records provided by Defendant,
25 and on information from Plaintiff, Plaintiff’s Counsel evaluated the estimated maximum and risk-
26 adjusted exposure that Defendant faced. Based on records and Defendant’s estimate, there are 301
27 Class Members who worked 4,902 Workweeks as of October 15, 2025 at an average hourly rate of
28 \$33.42. Additionally, there are an estimated 251 former employees falling within the three-year

statute of limitations (“SOL”) period for waiting time penalties, 260 Aggrieved Employees falling within the one-year SOL period for inaccurate wage statement penalties and PAGA penalties, and 3,643 PAGA Pay Periods.

Accordingly, Class Counsel calculated Defendants’ potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	4,902 Workweeks	\$35.59 average regular rate of pay	Based on expert analysis of records	Maximum: \$82,083.00 Realistic: \$20,520.75**
Unpaid Wages (Off the Clock)	4,902 Workweeks	\$33.42 average hourly rate	1,628 net unpaid hours (assuming 5 minutes per shift; 93.5% overtime)	Maximum: \$79,843.39 Realistic: \$7,984.34***
Meal Period Violations	4,902 Workweeks	\$33.42 average hourly rate	19,056 unique meal break violations (	Maximum: \$636,851.52 Realistic: \$318,425.76*
Rest Period Violations	4,902 Workweeks	\$33.42 average hourly rate	9,714 unique rest break violations (assumes 50% violation rate for shifts of at least 3.5 hours)	Maximum: \$324,641.88 Realistic: \$32,464.19***
Unreimbursed Business Expenses Violations	4,902 Workweeks	\$25.00 per month (cellphone use) / \$30 per employee (tools of trade)	Based on Expert Analysis of Records	Maximum: \$46,630 Realistic: \$4,663.00***
Labor Code § 203	Based on approx. 251 terminated employees within the 3-year SOL	\$33.02 average hourly rate / 30-day max.	Assumes 8.6 hours / day	Maximum: \$2,224,830.00 Realistic: \$111,241.50****
Labor Code § 226	Based on approx. 260 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 3,643 pay periods within the 1-year SOL	Maximum: \$351,300.00 Realistic: \$17,565.00****

PAGA	Based on 3,643 pay periods within the 1-year SOL	\$100 per pay period	Based on 3,643 pay periods within the 1-year SOL	Maximum: \$364,300.00 Realistic: \$18,215.00****
Total				Maximum: \$4,110,479.79 Realistic: \$531,079.54
* These figures are 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 10% probability of prevailing at class certification and on the merits. **** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits. ²				

20. As discussed above, Plaintiff's unpaid wages claim is also due to allegations that Defendant failed to incorporate all remuneration, including bonuses, into Class Members' regular rate of pay for purposes of paying overtime and sick pay. Specifically, Plaintiff's expert reviewed the sample records Defendant produced and found a total of 1,579 payments for additional compensation, which includes the pay codes "PERFB," which is presumed as performance bonus, and "YEB," presumably a yearly bonus. As a result, 62.4% of Class Members were underpaid approximately \$78,436.00 in overtime pay; and to 16.7% of Class Members were underpaid approximately \$3,647.00 in sick pay. Thus, Defendant has a total maximum exposure of \$82,083.00. However, Defendant argues bonuses were discretionary, and therefore Defendant was not required to incorporate those payments into the regular rate. Additionally, Defendant argues that to the extent it failed to incorporate any of the additional payments into the regular rate of pay, the percentage of Class Members affected does not accurately represent the potential exposure as only 32.4% of pay periods included overtime and additional compensation and 1.6% of pay periods included sick pay and additional compensation. Due to the lack of written policies regarding criteria for bonus payments and Defendant's defenses, Plaintiff's Counsel acknowledged the foregoing

² It is reasonable to apply discounts to account for risks at certification and trial, in part, because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. (See Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) Further, the likelihood that Defendant could assert viable legal defenses would likely further reduce its overall exposure.

1 presents significant risk with certifying this claim and proof on the merits. Therefore, Plaintiff's
2 Counsel applied a 75% discount to the maximum exposure figure. Accordingly, Plaintiff's Counsel
3 arrived at **a realistic damage estimate of \$20,520.75 for the regular rate claim**

4 21. With respect to the off-the-clock claims, Plaintiff alleges that Defendant's employees
5 were required to sign in on a single timesheet, shared by all employees at the job site. As a result,
6 Plaintiff and the other employees had to wait in line, sometimes up to 10 minutes, before they could
7 record their time. For purposes of mediation, Plaintiff's Counsel conservatively assumed that each
8 Class Member performed 5 minutes of off-the-clock work per shift. Using this assumption,
9 Plaintiff's Counsel calculated approximately 1,628 hours of uncompensated work, resulting in a
10 maximum potential exposure of \$79,843.39. Defendant contends that Plaintiff and Class Members'
11 timesheets accurately reflect all hours worked, that employees were not permitted to work off-the-
12 clock, that they did not perform any off-the-clock work, and that they were fully compensated for
13 all time worked. Although Plaintiff's Counsel believes the off-the-clock claim has merit, Plaintiff's
14 Counsel acknowledges that the foregoing presents evidentiary challenges and potential certification
15 issues. Proving this claim would require individualized declarations from Class Members, and
16 obtaining such declarations may reveal differing experiences regarding off-the-clock work.
17 Accordingly, Plaintiff's Counsel applied a 90% discount and arrived at **a realistic damage**
18 **estimate of \$7,984.34 for the off-the-clock claim.**

19 22. Plaintiff's meal break claim is based on allegations that Defendant's unlawful meal
20 break policies systematically resulted in its employees having late, missed, or interrupted breaks.
21 While Defendant's written meal break policy is facially compliant, in practice, Plaintiff and the
22 other Class Members received only one meal break per shift, even when shifts exceeded ten hours.
23 Additionally, the employees' daily time records uniformly reflect a "1/2" notation in the meal
24 period column, presumably indicating a 30-minute break. The consistent recording of a 30-minute
25 break across all employees and all shifts, combined with the absence of any clock-in or clock-out
26 times for meal periods, strongly suggests that Defendant implemented a manual timekeeping
27 practice that functioned like an automatic meal deduction. Furthermore, Plaintiff asserts that their
28 meal breaks were frequently interrupted because he was called to return to work. Based on a review

1 of the records, Plaintiff's expert found 19,056 unique meal break violations, resulting in a
2 maximum exposure of \$636,851.52. However, Defendant contends that many compliant meal
3 breaks were taken and that where a violation appears, it was a result of employees voluntarily
4 waiving their meal break rights. Furthermore, Defendant argues this claim is improper for class
5 treatment, in part, given the individualized nature of assessing non-compliant meal periods and
6 resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing
7 presents some risk with certifying this claim and proof on the merits. Certification and proof of this
8 claim would require declarations from Class Members and obtaining such declarations potentially
9 would reveal that each Class Member had a different experience with respect to meal periods.
10 Therefore, Plaintiff's Counsel applied a 50% discount to the maximum exposure figure and
11 accordingly arrived at **a realistic damage estimate of \$318,425.76 for the meal period claim.**

12 23. Plaintiff's rest period claims are based on the allegation that while Defendant's rest
13 break policies are facially compliant, in practice, however, Plaintiff and other Class Members
14 frequently experienced noncompliant rest breaks, or no rest breaks whatsoever. In fact, Plaintiff
15 recalls never being afforded of any rest breaks during his employment with Defendant. Thus, for
16 purposes of mediation, Plaintiff's Counsel assumed a 50% violation rate for shifts of at least 3.5
17 hours, resulting in 9,714 unique rest break violations and a maximum exposure at \$324,641.88.
18 However, Defendant argues that employees received the opportunity to take all rest breaks to which
19 they were entitled and that missed, short, or late rest breaks, if there were indeed any, was solely
20 the result of employees voluntarily choosing to forgo their rest period. Moreover, Defendant argues
21 this claim is improper for class treatment, in part, given the individualized nature of assessing non-
22 compliant rest periods and resulting damages. Although Plaintiff's Counsel believes there is merit
23 to this claim, the foregoing issues create significant risk with respect to certification due to the
24 individualized nature of the rest break claim. Proof of this claim would require declarations from
25 the Class and obtaining such declarations potentially would reveal that each Class Member had a
26 different experience with respect to rest breaks. Considering the foregoing, Plaintiff's Counsel
27 discounted the maximum exposure figure by 90%. Accordingly, Plaintiff's Counsel arrived at **a**
28 **realistic damage estimate of \$32,464.19 for the rest period claim.**

1 24. Plaintiff's claim for unreimbursed business expenses is based on allegations that
2 Defendant's policy and practice require its employees to use their personal cell phones and
3 purchase tools, without reimbursement. Plaintiff alleges that he was required to use his personal
4 cell phone to communicate with supervisors and other employees. In addition, Plaintiff was also
5 required to purchase tools necessary for his work, including a hammer, measuring tape, speed
6 square, and leveler. Additionally, Defendant provided only one safety vest and one helmet to its
7 employees. If either item became worn or broke, they were responsible for purchasing replacements
8 themselves. For purposes of mediation, Plaintiff's Counsel assumed \$25.00 per month for the
9 unreimbursed cell phone communication expenses and \$30 per employee for the unreimbursed
10 tools of trade, resulting in a maximum liability of \$46,630.00. However, Defendant maintains it
11 reimbursed its employees for all necessary business expenses. This claim also presents difficulties
12 with certification because of the individualized nature of employees' cellphone use and purchase
13 of tools. Proof of this claim would require declarations from the Class and obtaining such
14 declarations potentially would reveal that each Class Member had a different experience with
15 respect to unreimbursed business expenses. Therefore, Plaintiff's Counsel applied a 90% discount
16 and arrived at **a realistic damage estimate of \$4,663.00 for the unreimbursed business expenses**
17 **claim.**

18 25. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff's
19 Counsel estimated that Defendant's maximum potential exposure, prior to discounting, is
20 \$2,940,430.00, which breaks down as follows: a \$2,224,820.00 as waiting time penalties for
21 approximately 251 terminated Class Members within the three-year limitations period,
22 \$351,300.00 for inaccurate wage statements of approximately 260 Class Members during the one-
23 year limitations period, and \$364,300.00 for penalties under PAGA based on the Court assessing a
24 \$100 penalty for each pay period (3,643 pay periods). However, Plaintiff's Counsel believes that
25 it would be unrealistic to expect the Court to award the full exposure amount given Defendant's
26 defenses, including that any failure to pay all final wages at the time of separation was not willful
27 or intentional, as well as the discretionary nature of awarding penalties. Furthermore, considering
28 that the underlying claims are realistically estimated to be \$384,058.04, awarding such a

disproportional amount in penalties would raise due process concerns. Weighing these factors, Plaintiff's Counsel applied a 95% discount to the waiting time penalties, wage statement penalties, and the PAGA penalties (resulting in \$111,241.50 for waiting time penalties, \$17,565.00 for inaccurate wage statements penalties, and \$18,215.00 for PAGA penalties). Plaintiff's Counsel thus arrived at a realistic damages estimate of **\$147,021.50 for statutory and civil penalties**.

26. Using these estimated figures, Plaintiff predicted **the *realistic* (risk-adjusted) recovery for all claims, including penalties, is \$531,079.54**. This means that the **gross settlement figure of \$269,000.00 represents roughly 51% of the total realistic recovery**. This is an excellent result for the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being able to recover anything.

27. With regard to the PAGA claims, Plaintiff and his Counsel believe the Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. (Lab. Code §§ 2698, *et seq.*) As a result of this litigation, Defendant has had to hire legal counsel, engage in informal discovery, and participate in mediation. Defendant is also now having to pay civil penalties to the LWDA under the Settlement, assuming final settlement approval is granted. (Settlement, ¶ 3.1.5.) Not including its own attorneys' fees and costs as well as the employer's share of payroll taxes, Defendant will pay no less than \$269,000.00 to resolve this matter—of which \$15,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699, subd. (i) as 65% (\$9,750.00) to the LWDA and 35% (\$5,250.00) to Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved Employees from seeking remedies based on any underlying individual claims they may have against Defendant or the other Released Parties. (Lab. Code § 2699(i).) Moreover, Plaintiff's Counsel is of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding the 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.

1 THE CLASS REPRESENTATIVE SERVICE PAYMENT IS FAIR AND REASONABLE

2 28. The Class Representative Service Payment is fair and reasonable, as named plaintiffs in
3 class action lawsuits “are eligible for reasonable incentive payments to compensate them for the
4 expense or risk they incur in conferring a benefit on other members of the class,” and the Service
5 Payment here is reasonable and compensate Plaintiff for the benefit he conferred on the Class.
6 (*Munoz, supra*, 86 Cal.App.4th at 412; *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th
7 785, 806; *See In re Cont'l Ill. Sec. Litig.* (7th Cir. 1992) 962 F.2d 566, 571 [“Since without a named
8 plaintiff there can be no class action, such compensation as may be necessary to induce him to
9 participate in the suit could be thought the equivalent of the lawyers’ nonlegal but essential case-
10 specific expenses, such as long-distance phone calls, which are reimbursable”.].) Here,
11 Participating Class Members will receive an average payment of \$411.57, equating to
12 approximately 19.83 hours of work, based on their average hourly rates. In addition to this
13 monetary benefit, Plaintiff has likely effectuated lawful wage-and-hour policies and practices at
14 Defendant’s business from which currently employed Class Members are deriving benefit in the
15 form of proper pay and working conditions.

16 29. Plaintiff faces significant risk as the Class Representative in this Action. In particular,
17 Plaintiff faces actual risk with his future employment, as putting himself on public record in an
18 employment lawsuit has been proven to affect employees’ prospects for future employment.

19 30. Plaintiff created the opportunity for Class Members to participate in a settlement that
20 reimburses them for wage violations they may have never known about on their own or been willing
21 to pursue on their own. If Class Members had each tried to pursue their legal remedies on their own,
22 such would have resulted in each expending significant monetary resources and time, which were
23 obviated by Plaintiff putting himself on the line on behalf of the other Class Members.

24 31. This Action would not have been possible without the aid of Plaintiff, who put
25 significant time and effort into this litigation and placed himself at risk for the sake of the Class. The
26 requested service payment for Plaintiff’s service as Class Representative is a relatively small amount
27 of money considering the time and effort he put into the litigation, in comparison to payments granted
28 in other class actions, and in light of the significant benefits generated for the Class. The requested

1 Class Representative Service Payment is, therefore, fair and reasonable.

2 MY EXPERIENCE AND QUALIFICATIONS

3 32. I received a B.A. in History in 1998 from UCLA. I received my J.D. from Loyola
4 Marymount Law School in 2006. I became an Active Member of the State Bar of California in June
5 2007 and have been an Active Member in good standing continuously since then. I have been
6 selected to Super Lawyers each year from 2020 to 2024.

7 33. I co-founded Moon Law Group, PC, formerly Moon & Yang APC, in March 2010. My
8 practice is focused exclusively on advocating for the rights of employees in wage-and-hour
9 litigation, almost entirely in class actions.

10 34. For the past decade, I have built my practice to have an emphasis on employment and
11 related civil litigation cases and have both prosecuted and defended employment-related litigation
12 cases. I have been heavily, successfully, and continuously involved in active litigation and trial
13 work, and have conducted bench and jury trials on behalf of both employees and employers in
14 wage-and-hour cases. My current billing rate is \$950.00 per hour, which is my usual hourly rate for
15 wage and hour litigations.

16 35. I am experienced in prosecuting and defending employment matters, particularly class
17 actions. My firm has focused a substantial percentage of its practice on wage, hour, and working
18 conditions violations. In addition to the present case, I am also class counsel for other wage-and-
19 hour class action lawsuits pending in various counties throughout California, including in state and
20 federal courts. The following is a list of some of our recent class action settlements that have
21 received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No.
22 BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC
23 No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC
24 No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.*
25 (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. Arya Ice Cream*
26 *Distributing Co., Inc.* (LASC No. 21STCV31170) (class size approx. 106; lead counsel); *Gomez v.*
27 *H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v.*
28 *Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness*

1 *Alliance, LLC* (Riverside Super. Court No. PSC1404079) (class size approx. 1,000; lead counsel);
2 *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members;
3 lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-
4 6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving
5 my \$650 hourly rate in that case, the Court found: “Class Counsel’s declarations show that the
6 attorneys are experienced and successful litigators. Other courts have approved the attorneys’
7 current rates for the Moon Law Group, PC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.*
8 (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union*
9 (Sacramento Super. Court No. 34-2018-00228252) (class size approx. 1,900; lead counsel);
10 *Olasoaga v. Burton Schnierow, D.D.S., Inc.* (LASC No. 21STCV39559) (class size approx. 296;
11 lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC No. BC702283) (class size
12 approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size
13 approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class
14 size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class
15 size approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No.
16 BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No.
17 BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No.
18 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co.,*
19 *LLC* (San Joaquin Super. Court No. STK-CV-UOE-2021-0000865) (class size approx. 463; lead
20 counsel).

21 ALLEN FEGHALI’S EXPERIENCE AND QUALIFICATIONS

22 36. Mr. Feghali is a partner at Moon Law Group, PC. He received his B.A. in Global and
23 International Studies in 2011 from UC Santa Barbara, and his J.D. from University of La Verne
24 College of Law in 2014. Mr. Feghali became an Active Member of the State Bar of California in
25 December 2014 and has been an Active Member in good standing continuously since then. Mr.
26 Feghali is a current member of the California Employment Lawyers Association (“CELA”), and
27 was selected by Super Lawyers as a “Southern California Rising Star” in 2020–2024.
28

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

6 38. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual hourly rate in
7 wage and hour litigations. During Mr. Feghali's tenure with Moon Law Group, PC, he has played
8 a critical role in obtaining outstanding results for employees who have been wronged by their
9 employers. Mr. Feghali's litigation experience includes, but is not limited to:

- 10 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al.*
11 *v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which resulted
12 in a certification order on all causes of action following contested briefing in a
13 wage-and-hour class action.
- 14 (b) Mr. Feghali prepared the briefing in a contested class certification motion in the
15 matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which
16 was argued and taken under submission by the Court on February 3, 2022.
- 17 (c) Mr. Feghali prepared the briefing in a contested class certification motion in the
18 matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397), which is not
19 currently scheduled for hearing.
- 20 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class
21 certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et*
22 *al.* (No. 19STCV44400), which was granted in part and denied in part in
23 October 2022.
- 24 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter
25 of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448
26 FMP (RAOx)) 2020 WL 1934954, where Defendant removed a wage-and-hour
27 class alleging that Plaintiff's claims were pre-empted by the Labor Management
28 Relations Act.

- 1 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian*
2 *Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL
3 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual
4 defendant following the trial court's granting of a demurrer without leave to
5 amend relating to alter ego allegations.
- 6 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter
7 of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. March, 13, 2018, No. 2:17-cv-
8 09056-RSWL-MRWx) 2018 WL 1352910. Defendants sought to remove the
9 case based on the inclusion of a "sham defendant," but the court agreed with
10 Mr. Feghali's briefing which argued that the individual defendant, who was
11 alleged to have harassed the plaintiff under FEHA, was a proper defendant.
- 12 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases
13 that settled for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the
14 foregoing, Mr. Feghali has resolved or assisted in the resolution of
15 approximately 100 cases on individual bases which has resulted in millions of
16 dollars of unpaid wages being returned to low-wage employees.

17 39. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing
18 employees in wage-and-hour class and representative actions. His fee has been approved by Courts
19 throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution
20 of over 100 wage-and-hour class actions, including obtaining preliminary and final approval of
21 settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel
22 includes the following:

- 23 (a) *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000);
24 (b) *Stanley Black & Decker Wage and Hour Cases* (No. JCCP5218) (\$3,500,000);
25 (c) *Vazquez v. St. Mar 2.0 Inc.* (37-2021-00042702-CU-OE-CTL) (\$2,250,000);
26 (d) *Duncan v. Infineon Technologies Americas Corp.* (21STCV16872) (\$2,500,000);
27 (e) *Aquino v. Coast King Packing, LLC* (21CV002448) (\$2,300,000);
28 (f) *Martinez, et al. v. Curative LLC* (21STCV20778) (\$1,500,000);

- (g) *Calderon v. Installed Building Products* (37-2021-00035844-CU-OE-CTL) (\$1,500,000);
- (h) *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000);
- (i) *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57);
- (j) *Rahman, et al. v. Gate Gourmet, Inc.* (3:20-cv-03047) (\$3,850,000);
- (k) *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000);
- (l) *Hammers v. Redwood Oil Co., Inc.* (SCV-269625) (\$1,180,000);
- (m) *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000);
- (n) *Zaragoza v. The Roman Catholic Bishop of Fresno* (22CV-00282) (\$1,500,000);
- (o) *Garcia v. San Jose Water Co.* (22CV396328) (\$1,200,000);
- (p) *Garcia v. Tri-Valley Plastering, Inc.* (22CECG00591) (\$1,100,000);
- (q) *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members);
- (r) *Cha v. Center Point, Inc.* (CIV2102081) (\$1,000,000);
- (s) *Sison v. Cha Hollywood Med. Ctr., L.P.* (No. BC644129) (2,137 class members);
- (t) *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for 79 class members); and
- (u) *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

LILIT TER-ASTVATSATRYAN'S EXPERIENCE AND QUALIFICATIONS

40. Lilit Ter-Astvatsatryan is a Partner at Moon Law Group, PC. Since she was admitted to the California Bar, her practice has exclusively focused on labor and employment class action lawsuits involving California and federal labor laws. Prior to her employment at Moon Law Group, PC, she worked at Setareh Law Group, where she worked with Senior Counsel and mentor H. Scott Leviant on over 80 class actions.

41. Ms. Ter-Astvatsatryan received her Juris Doctorate from the University of California, Hastings College of the Law in 2017, where she served as a Symposium Editor for the Hastings Race and Poverty Law Journal and a Teaching Assistant to the Legal Research & Writing and Legal Analysis programs. In law school, she served as a Judicial Extern to the Honorable Patrick J. Walsh of the United States District Court, Central District of California.

1 42. Ms. Ter-Astvatsatryan received her undergraduate degree in 2014 from the University of
2 California, Los Angeles with a Bachelor of Arts degree in Anthropology and a minor in English
3 Literature.

4 43. Ms. Ter-Astvatsatryan's billing rate is \$850.00 per hour, which is her usual hourly rate
5 in wage and hour litigations.

6 44. As an associate working solely on wage and hour class action cases, she has been involved
7 in all aspects of complex litigation, including assisting in class certification motions in the following
8 cases:

- 9 a. Macario Gonzalez v. Metcon TI, Inc., Alameda Superior Court, Case No. RG19015589
10 [after class certification motion was filed, the parties attended mediation and ultimately
11 resolved the matter on a class wide basis];
12 b. Miguel Angel Lopez Cuadras v. R.C. Wendt Painting, Inc., Los Angeles Superior Court,
13 Case No. BC705964 [after class certification motion was entirely briefed, the parties
14 attended mediation and ultimately resolved the matter on class wide basis];
15 c. Noe Armendariz v. Kinkisharyo International, LLC, United States District Court, Central
16 District of California, Case No. 2:19-cv-08757-JAK-KS [motion for class certification filed,
17 decision pending].

18 45. Additionally, the following is a list of cases where she briefed preliminary and final
19 approval motions of class action settlements that were ultimately granted by each respective Court:

- 20 d. Ana Rose De Jesus, et al. v. Philippine National Bank, et al, Los Angeles Superior Court,
21 Case No. BC673024;
22 e. Andres De La Riva Sotelo v. Belfor USA Group, Inc., Los Angeles Superior Court, Case
23 No. BC688895;
24 f. Carlos Vertti v. Bagcraft Papercon III, LLC, et al., Los Angeles Superior Court, Case No.
25 19STCV12729;
26 g. Christopher Thurman v. Wanton Group SP, LLC, et al, Los Angeles Superior Court, Case
27 No. 19STCV18772;
28 h. Francisca Velasco v. Paige, LLC, Los Angeles Superior Court, Case No. 19STCV12114;

- i. Jose Montoya v. The Golden 1 Credit Union, Sacramento Superior Court, Case No. 34-2018-00228252;
- j. Malu Vaesau v. Double AA Corporation, San Francisco Superior Court, Case No. CGC-19-572598;
- k. Tyler Jones v. Citiguard, Inc., Los Angeles Superior Court, Case No. BC664890; and
- l. Venancio Miranda v. Maximum Nursery, Inc., Santa Barbara Superior Court, Case No. 19STCV06041.

46. In addition to her work on complex litigation matters and class actions, she has authored published articles on California labor laws, including:

- m. Lilit Ter-Astvatsatryan and H. Scott Leviant, Where Troester Stops Not Even Troester Knows, Daily Journal (Los Angeles & San Francisco), July 2, 2019; and
- n. Lilit Ter-Astvatsatryan and H. Scott Leviant, Unaccounted Time: Reading the Tea Leaves of Troester, Daily Journal (Los Angeles & San Francisco), September 12, 2018.

JACQUELYNE VANEMMERIK’S EXPERIENCE AND QUALIFICATIONS

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

48. 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 Courts for the Northern and Central Districts of California and the United States Court of Appeals for the Ninth Circuit, and was selected by Super Lawyers as a “Southern California Rising Star” in 2024 and 2025.

49. 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,

1 improper wage statements, the California Private Attorneys General Act, and unfair business practices.
2 Ms. VanEmmerik's billing rate is \$700.00 per hour, which is her usual hourly rate for wage and hour
3 litigations.

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

- 7 (a) In June 2025, Ms. VanEmmerik briefed a Motion for Class Certification in the
8 matter of *Rivera, et al. v. MTPDR, Inc. dba Jiffy Lube*, Case No. 22STCV06571,
9 in the Los Angeles County Superior Court.
- 10 (b) From September 2021 to the present, Ms. VanEmmerik has participated in the
11 litigation and/or resolution of approximately seventy wage-and-hour class
12 and/or representative actions, including through successfully moving the Court
13 for preliminary and final approval of settlements on the first attempt.
- 14 (c) In March 2023 and May 2024, respectively, Ms. VanEmmerik briefed a Motion
15 for Class Certification in the matter of *Roland Tolentino v. Gillig, LLC*, Case
16 No. RG20073930, in the Alameda County Superior Court, and an Appellant
17 Brief matter of *Roland Tolentino v. Gillig, LLC*, Case No. 23-16182, in the Ninth
18 Circuit Court of Appeals;
- 19 (d) In May 2023, Ms. VanEmmerik briefed, and prevailed on, an Opposition to
20 Motion for Judgment on the Pleadings in the matter of *Rodrigo Gonzalez*
21 *Guzman v. Wayne Provisions Co., Inc.*, Case No. 21STCV41124, Los Angeles
22 County Superior Court, in which Defendant attempted to invalidate Plaintiff's
23 standing to bring a representative claim under PAGA;
- 24 (e) In January 2022, Ms. VanEmmerik briefed, and prevailed on, an Opposition to
25 Demurrer in the matter of *Fernando Alquicira, et al. v. Sit N' Sleep, Inc., et al.*,
26 Case No. 21STCV14594, Los Angeles County Superior Court, in which
27 Defendant wrongfully sought an order of abatement or stay of proceedings
28 pending final judgment of an unrelated matter; and

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

7 NICHELLE CHRISTOPHERSON'S EXPERIENCE AND QUALIFICATIONS

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

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

17 53. Ms. Christopherson became an Active Member of the State Bar of California in May
18 2023 and has been an Active Member in good standing continuously since. Ms. Christopherson is
19 also admitted to practice before the U.S. District Courts for the Central, Southern, and Eastern
20 Districts of California. Ms. Christopherson's billing rate is \$500.00 per hour, which is her usual hourly
21 rate for wage and hour litigations

22 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

23 54. As demonstrated by the foregoing, my office is qualified to handle this litigation because
24 we are experienced in litigating Labor Code and Wage Order violations in individual, class, and
25 representative actions. The attorneys at my office have been appointed as lead or co-lead counsel
26 in numerous wage and hour class and/or PAGA actions in state and federal courts by way of motion
27 for settlement approval. Including myself, Moon Law Group, PC is comprised of approximately
28 35 attorneys, all of whom are actively and continuously practicing employment litigation,

1 representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions,
2 in this Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and
3 in various federal courts. The attorneys at my firm have a high level of skill and knowledge in wage
4 and hour class actions, PAGA representative actions, and labor and employment law generally, the
5 substantive (state and federal) and procedural law of which is frequently evolving.

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

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

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

22 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

23 58. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up
24 to 33 1/3% of the Gross Settlement Amount, currently estimated to be at \$89,666.67. (*Id.* at ¶ 3.1.2.)
25 Moreover, the Settlement allows recovery of litigation expenses of up to \$25,000.00. To date,
26 Plaintiff's Counsel has reasonably incurred \$22,820.95 in litigation costs. (Exh. 4.) The proposed
27 award of attorneys' fees can be justified under either the lodestar method or the
28 percentage/common-fund recovery method. Plaintiff's Counsel, however, intend to base the

1 proposed fees award on the percentage method, as many of the entries in the time records will have
2 to be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

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

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

- 5 (a) Numerous interviews with Plaintiff and review of documents provided by him;
- 6 (b) Legal research and investigation regarding Defendant's business and employment
7 practices at numerous points in the litigation;
- 8 (c) Preparation and submission of Plaintiff's PAGA notice letter;
- 9 (d) Preparation, finalization, and filing of multiple drafts of the original class action
10 complaint and subsequent first amended complaint;
- 11 (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel
12 regarding mediation and to obtain relevant documents and information through
13 informal discovery;
- 14 (f) Research and preparation of Plaintiff's mediation brief;
- 15 (g) Analysis of the discovery production and preparation of a damages model with the aid
16 of a statistics expert;
- 17 (h) Attendance and active participation at a full day of mediation;
- 18 (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- 19 (j) Preparation of the motion for preliminary approval and the accompanying filings;
- 20 (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- 21 (l) Anticipated conferring with Defense Counsel and the Settlement Administrator
22 regarding the Class Notice mailing, Class responses, and preliminary and final
23 calculations;
- 24 (m) Anticipated preparation, finalization, filing, and service of a motion for final approval
25 and accompanying filings;
- 26 (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and
27 then monitoring of the distribution of funds following final approval; and
28

1 (o) Anticipated responding to Class Member inquiries and communicating with Plaintiff
2 regarding the case.

3 64. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint
4 resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no*
5 *less than* \$269,000.00 to compensate Class Members for the alleged unlawful wage and hour
6 practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor
7 Code and Wage Order violations alleged in the Operative Complaint would have gone completely
8 unremedied.

9 I declare under penalty of perjury under the laws of the State of California and the United
10 States that the foregoing is true and correct. Executed on January 29, 2026, at Los Angeles,
11 California.

12
13 _____
14 Kane Moon, Esq.
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and
4 not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los Angeles,
California 90017. On January 29, 2026, I served the foregoing document described as:

5 **DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFF RODRIGO CRUZ**
6 **GARCIA'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION**
SETTLEMENT

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

9
10 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
11 accept electronic service, I caused the documents to be sent to the persons at the electronic
service addresses listed above via e-mail. I did not receive an error message.

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

13 Executed this, January 29, 2026, at Los Angeles, California.

14
15 _____
Type or Print Name

Signature