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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MIGUEL ANGEL VILLALOBOS, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

H&E EQUIPMENT SERVICES, INC.; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV27504

CLASS AND REPRESENTATIVE ACTION

[Assigned to Hon. David S. Cunningham III, Dept. 11]

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

[*Filed with Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class and Representative Action Settlement, Declaration of Plaintiff Miguel Angel Villalobos, and Proposed Order*]

PRELIMINARY APPROVAL HEARING:
Date: February 9, 2026
Time: 10:00am
Dept.: 11

Action Filed: October 31, 2024
FAC Filed: January 3, 2025
Trial Date: Not set

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

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

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

CASE BACKGROUND

3. This is a wage-and-hour class 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 H&E Equipment Services, Inc. ("Defendant") (together with Plaintiff, the "Parties") or Released Parties in California employed during the Class Period, as set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the "Settlement") attached hereto as **Exhibit 1**.[1]

4. Defendant is an equipment services company primarily focused on providing rental and sales of construction and industrial equipment including aerial work platforms, earthmoving equipment, and material handling equipment, operating in Los Angeles County, California, as well as other counties across the State of California. Plaintiff was employed by the Defendant from approximately September 2021 until April 2024. Defendant employed Plaintiff and other non-exempt, hourly-paid employees during the Class Period. Plaintiff contends that he and his coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

5. Plaintiff's claim for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiff and others for off-the-clock work and failed to incorporate all renumeration into employees' regular rate of pay for purposes of paying overtime and meal break

[1] At the time of this filing, the Settlement has not yet been fully executed. Prior to Preliminary Approval Hearing, Plaintiff's Counsel will provide the Court with the fully executed Settlement.

premiums. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work, Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-compliant breaks. Plaintiff further brings a claim for unreimbursed necessary business expenses based on allegations due to the nature of their work, Plaintiff and Class Members were required to use their personal cellphone for work purposes and were required to purchase protective gear and vehicle cleaning supplies without reimbursement. Finally, Plaintiff also brings derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

6. Because of these afore-mentioned violations committed by the Defendant, Plaintiff filed a class action complaint on October 21, 2024, which, in its amended form, 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 periods, (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 under PAGA. On January 3, 2025, Plaintiff filed a First Amended Class and PAGA Representative Action Complaint against Defendant, which alleged a ninth individual and representative cause of action for civil penalties under PAGA. (*Id.*)

7. Pursuant to PAGA, Plaintiff gave written notice to the California Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code violations, with certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff's PAGA Notices are attached hereto as **Exhibit 2**.

8. As part of the Settlement, the Parties stipulated to the filing of an Amended PAGA Notice with the LWDA and the filing of a Second Amended Class and PAGA Representative Action Complaint, naming as defendants both H&E Equipment Services, Inc. and H&E Equipment Services (California), LLC. The Amended PAGA Notice was filed with the LWDA on January 13, 2026. The stipulation for leave to file a Second Amended Class and PAGA Representative Action Complaint and proposed order thereon along with the Second Amended Class and PAGA Representative Action Complaint were filed on or about January 13, 2026. That the Second Amended Class and PAGA

Representative Action Complaint be accepted for filing and become the operative complaint is a condition of the Settlement.

9. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Defendant asserts it complied with all its compensation obligations, including compensating Class Members for any and all off-the-clock work and overtime work, and therefore, Plaintiff and other Class Members were paid all wages owed. Defendant argues it did not fail to incorporate any non-discretionary bonuses into the regular rate of pay for purposes of paying overtime and meal break premiums, and that all bonuses were discretionary. Defendant maintains its compliance with all meal and rest period obligations, and that putative Class Members were provided with the opportunity to take all meal and rest periods to which they were entitled or otherwise voluntarily waived their break rights. Defendant also argues that it paid employees all wages owed. Defendant asserts it complied with all its reimbursement obligations, and that Plaintiff and other employees were compensated for any and all business expenses necessarily incurred. To the extent that Plaintiff received wage statements that were allegedly inaccurate, Defendant asserts that Plaintiff suffered no actual damage or harm as a result. (*See, e.g.*, *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) With respect to Plaintiff's claim for waiting time penalties, Defendant alleges that its good-faith belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiff cannot prove that Defendant's alleged failure to pay all final wages at the time of separation was "willful." (*See, e.g.*, *Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others, Defendant denies all of Plaintiff's claims and allegations, and further claims it did not engage in any unfair business practices and denies liability under PAGA. Defendant also maintains the claims are improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims, which could bar class certification or significantly reduce Defendant's overall liability.

<u>DISCOVERY AND INVESTIGATION</u>

10. Following the filing of the complaint, the Parties met and conferred regarding an agreement to mediate the action. The Parties agreed to mediate before with Hon. Carl West (Ret.)., an experienced mediator, on June 9, 2025, and further agreed to a protocol for an informal discovery and exchange of documents and information before the mediation. Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, documents and information necessary to evaluate the claims asserted in this action, including written policies and data reflecting Class Members' time worked, pay, workweeks, meal premiums paid, and employment status during the relevant period.

11. In preparation for mediation, Class Counsel reviewed and analyzed all the information and records Defendant provided, including the records and documents regarding Defendant's wage and hour policies. Class Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to mediation. The time and pay records analyzed contained 141,930 shifts that Class Members worked (representing approximately 84.8% of total shifts worked in the Class Period), which allowed Plaintiff's expert to prepare an analysis with a high degree of certainty. Defendant also provided information regarding the estimated number of current and formerly employed Class Members, Workweeks, Aggrieved Employees, PAGA Pay Periods, and the average rate of pay for hourly employees during the Class Period. In conjunction with their extensive factual investigation, Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Class Counsel were able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiff's and Class 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.

SETTLEMENT NEGOTIATIONS

12. On June 9, 2025, the Parties participated in private mediation with Hon. Carl West (Ret.), an experienced, professional mediator. The negotiations were at arm's length and, although conducted in a professional manner, were 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 negotiations and discussions

regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, the Parties reached a resolution, the material terms of which are in the Settlement.

13. In compliance with Labor Code section 2699, subdivision (*l*)(2), Plaintiff's Counsel submitted to the LWDA a notice of settlement and a copy of the proposed Settlement. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**. To date, the LWDA has not indicated any objection to the proposed Settlement.

14. Class Members are not required to submit a claim form in order to receive a settlement payment. (Settlement Agreement, ¶ 3.0). The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (*Id.* at ¶ 3.1.3.1.) Non-Participating Class Members will not receive an Individual Class Payment. (*Id.*) The Administrator will retain amounts equal to Non-Participating Class Members' Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (*Id.*)

15. The Settlement includes a Class Representative Service Payment to the Plaintiff. (*Id.* at ¶ 3.1.1.) Subject to Court approval, Plaintiff shall be paid an amount not to exceed $7,500.00 in addition to the Individual Class Payment and Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member and Aggrieved Employee. (*Id.*) This amount is for Plaintiff's services in support of the Action and General Release. (*Id.* at ¶ 1.15.)

16. The Settlement provides that Defendant will not oppose a fee application of up to one-third (currently estimated to be $186,666.66) of the Gross Settlement Amount for Class Counsel Fees Payment, and a Class Counsel Expenses Payment not to exceed $25,000.00. (*Id.* at ¶ 3.1.2.). At this time, my office's costs are $21,970.28. A true and correct copy of my office's litigation costs to date is attached as **Exhibit 4** to this declaration.

17. The Parties jointly agree to appoint ILYM Group, Inc. ("ILYM") as the neutral entity to administer the Settlement with an Administration Expenses Payment not to exceed $10,000.00. (*Id.* at ¶¶ 1.2, 3.1.3.) Settlement administration costs are currently estimated to be $7,850.00, and a true and correct copy of ILYM's settlement administration quote is attached as **Exhibit 5** to this declaration.

18. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. (*Id.* at 4.0.) "Effective Date" means the date both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. (*Id.* at ¶ 1.19.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

19. Class Counsel have thoroughly investigated the facts of this case. Based on the exchange of documents and information, together with their own independent evaluation, Class Counsel believe the proposed Settlement is fair, reasonable, and adequate. In light of the facts and circumstances, and given the risks of delay, trial, appeal, and the defenses available to Defendant as to both certification and the merits, Class Counsel submit that the Settlement is in the best interests of the Class.

20. Based on the foregoing document and information exchange and on their own independent investigation and evaluation, Class Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate. According to the data Defendant provided at the time of mediation, there are approximately 412 individuals who collectively worked an estimated total of 35,000 Workweeks. Additionally, there are an estimated 300 Aggrieved Employees who collectively worked 8,735 PAGA Pay Periods during the PAGA Period and 192 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, and it is estimated that Class Members' average hourly rate was $31.30, and that the average regular hourly rate was $32.76.

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

Claim	Relevant Time Period	Rate	Number of Violations	Amount
Unpaid Wages due to Off-the-Clock Work	35,000 Workweeks	$31.30 average hourly rate	27,887 net unpaid hours (assuming 10 minutes per shift) (92.8% overtime)	**Maximum: $1,277,871.58** **Realistic: $127,787.16****
Unpaid Wages	35,000 Workweeks	$32.76 average regular rate	Expert Analysis of Records	**Maximum: $16,097.00** **Realistic:**

due to Regular Rate Issue				**$4,024.25***
Rest Period Violations	35,000 Workweeks	$31.30 average hourly rate	84,186 rest break violations (assuming 50% break violations for break-eligible shifts)	**Maximum: $52,635,021.80** **Realistic: $263,502.18****
Meal Period Violations	35,000 Workweeks	$31.30 average hourly rate	58,876 unique meal break violations	**Maximum: $1,842,818.80** **Realistic: $460,704.70***
Unreimbursed Business Expenses	35,000 Workweeks	Assuming $15 per Pay Period	Based on information from Plaintiff	**Maximum: $262,500.00** **Realistic: $26,250.00****
Labor Code § 203	Based on approx. 192 terminated employees within the 3-year SOL	$31.30 average hourly rate /30-day maximum	Assumes 9.6 hours a day	**Maximum: $1,867,426.00** **Realistic: $93,371.30*****
Labor Code § 226	Based on approximately 300 employees within the 1-year statute of limitations	$50 per initial pay period /$100 per subsequent pay periods /$4,000 employee maximum	8,735 pay periods within the 1-year statute of limitations	**Maximum: $857,000.00** **Realistic: $42,850.00*****
PAGA	8,735 pay periods within the 1-year statute of limitations	$100 per pay period	8,735 pay periods within the 1-year statute of limitations	**Maximum: $873,500.00** **Realistic: $43,675.00*****
Total for Class Claims				**Maximum: $9,632,235.18** **Realistic: $1,062,164.59**
* 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 on the merits.[2]

22. Plaintiff's claims for unpaid wages arise, in part, from Defendant's policy and practice of requiring employees to perform work-related tasks off-the-clock and without compensation. For example, Plaintiff and Class Members were required to don protective dear prior to clocking in and were required to doff their protective gear after clocking out. In addition, Plaintiff and other PCMs were routinely required to perform work off-the-clock in order to avoid accruing overtime. Plaintiff was regularly instructed by his supervisor to clock out before completing his duties, which included driving the truck back to the yard, off-loading materials, refueling, and performing post-trip inspections—tasks often completed after hours and without compensation. Plaintiff estimates this occurred multiple times each month. Moreover, Plaintiff and Class Members routinely worked through meal breaks due to pressure from Defendant to complete assignments but were still required to clock out as if breaks were taken. For purposes of mediation, I assumed that each Class Member performed 10 minutes of off-the-clock work per shift, and thereby arrived at 27,887 hours, 92.8% of which should have been overtime. As a result, Defendant's maximum exposure for the off-the-clock claim is **$1,277,871.58**. Defendant contends that all time worked was compensated, that Class Members were not permitted to work off-the-clock, and that this claim is highly individualized and not susceptible to class-wide treatment. I acknowledge that "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—there are no records to be used as evidence. Moreover, this off-the-clock claim due to having to wait in line to log the time is not among those cured by Defendant. In light of these defenses, and for purposes of settlement, I discounted the maximum potential liability by 90%. **Plaintiff's realistic recovery estimate for the unpaid wages claim due to off-the-clock work is therefore $127,787.16**.

[2] Applying discounts to account for risk at certification and trial is reasonable 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* Hilary Hehman, Findings of the Study of California Class Action Litigation, 2000-2006, at C11 (March 2009), *available at* https://www.courts.ca.gov/documents/class-action-lit-study.pdf.)

23. As discussed above, Plaintiff's unpaid wages claim is also due to allegations that Defendant failed to incorporate all non-discretionary bonuses into Class Members' regular rate of pay for purposes of paying overtime and meal break premiums. Specifically, Plaintiff's expert reviewed the sample records Defendant produced and found 2,301 identifiable additional renumerations that were made yet not factored into the regular rate of pay, resulting in a maximum exposure of **$16,097.00**. However, Defendant argues these bonuses were discretionary, and therefore Defendant was not required to incorporate those payments into the regular rate. Additionally, Plaintiff's expert found that after accounting for all overtime payments, Defendant *overpaid* Class Members and that only 19.5% of pay periods included meal break premiums and additional compensation. Based on the foregoing and 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 a 75% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $4,024.25 for the regular rate claim**

24. 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. 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, Plaintiff's Counsel assumed a 50% violation rate for shifts greater than or equal to 3.5 hours in length and, based on the average hourly rate of the putative Class, calculated Defendant's maximum potential liability to be **$2,635,021.80** (84,186 unique rest break violations x $31.30 average hourly rate). Defendant nonetheless contends rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks and, significant for purposes of class certification, that this claim is individualized in nature and therefore would require declarations indicating the majority of Class Members experienced issues as to rest breaks. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential liability by 90%.

Plaintiff's realistic recovery estimate for the rest break claim is therefore $263,502.18.

25. Plaintiff's meal period claim is based on allegations that Defendant did not provide or maintain sufficient meal period practices, such that Class Members were not always permitted or able to take meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without compensation in lieu thereof. Plaintiff alleges that Defendant required employees to clock out for meal periods regardless of whether they had the opportunity to take a full, uninterrupted break and that Plaintiff and Class Members had to carry work phones during meal breaks and response to work-related calls and texts. Plaintiff's expert analyzed the sample of time and corresponding payroll records for the putative Class and found 58,876 unique meal break violations for a 36.1% violation rate. Plaintiff's Counsel and its data expert then calculated that, in light of these violations and the average hourly rate of the putative Class, that Defendant had a maximum potential liability of **$1,842,818.80** (58,876 unique violations x $31.30 avg. hourly rate). Defendant nonetheless contends that many meal breaks were taken and, where a violation appears, it was a result of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the fifth hour, or to stop his or her break early to return to work. Additionally, Plaintiff's expert found that Defendant made meal premium payments that accounted for 14.5% of the violations, which indicates that Defendant did not intentionally insufficient meal periods. Moreover, 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. In light of these defenses, and for purposes of settlement, Plaintiff's Counsel believe it reasonable to apply a 75% discount to the potential liability. **Plaintiff's realistic recovery estimate for the meal period claim is therefore $144,799.20**.

26. As discussed above, Plaintiff's claim for unreimbursed business expenses is based on allegations that Defendant did not reimburse the Plaintiff and Class Members for necessary business expense for the use of their personal cellphones and for the purchase of protective gear and vehicle cleaning supplies. The precise value of all necessary business expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation, I assumed $15.00 per pay period and thereby assessed a maximum liability of

$262,500.00. However, Defendant contends it complied with all its reimbursement obligations, and further, that the reimbursement claim would be difficult to certify, given the individualistic nature of this claim. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential liability by 90%. **Plaintiff's realistic recovery estimate for the unreimbursed expenses claim is therefore $26,250.00**.

27. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimated that Defendant's maximum potential exposure, prior to discounting, is $3,597,926.00, which breaks down as follows: a **$857,000.00** penalty for inaccurate wage statements for approximately 300 Class Members within the 1-year limitations period, **$1,867,426.00** for waiting time penalties for approximately 192 terminated Class Members during the 3-year limitations period, and **$873,500.00** for penalties under PAGA based on 8,735 Pay Periods and the Court assessing a $100 penalty for each pay period containing a violation. However, I believe that it would be unrealistic to expect the Court to award the full exposure amount given Defendant's defenses, including that any failure to pay all final wages at the time of separation was not willful or intentional, as well as the discretionary nature of awarding penalties. Furthermore, considering that the underlying claims are realistically estimated to be $882,268.29, awarding such a disproportional amount in penalties would raise due process concerns. Weighing these factors, I applied a 95% discount to the statutory and civil penalties (resulting in $42,850.00 for inaccurate wage statement penalties, $93,371.30 for waiting time penalties, and $43,675.00 for PAGA penalties). As a result, I arrived at a realistic damages estimate of **$179,896.30 for statutory and civil penalties**.

28. Using these estimated figures, **Plaintiff predicted the *realistic* recovery for all claims, including penalties, would be $1,062,164.59**. This means **the $560,000.00 settlement figure represents roughly 53% of the realistic (*risk-adjusted*) 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 not being able to recover anything.

29. 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 owed to each Class Member would be an expensive, time-consuming, and uncertain proposition.

30. Class Counsel are 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.

31. The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff was able to pursue his claims on a class-wide basis and thus obtain 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.

32. This Settlement avoids the risks, burdens, 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 participated in formal discovery procedures. 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 any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

33. The Net Settlement Amount available for Class settlement payments is currently estimated to be $300,833.34 for a Class of 412 individuals.[3] As a result, it is currently estimated that **each Participating Settlement Class Member is eligible to receive an average benefit of approximately $730.18**. Based on an estimated 35,000 Workweeks, **the estimated average Workweek value is $8.60**. Considering that Class Members' average regular hourly rate is $31.30, **the average benefit is approximately 23.33 hours of work.** Additionally, $10,500.00, or 35% of the total PAGA Penalties of $30,000.00, will be distributed to Aggrieved Employees. Based on the estimated 300 Aggrieved Employees, **the average Individual PAGA Payment to an Aggrieved Employee is estimated to be $35.00.** Based on the estimated 8,735 PAGA Pay Periods, the **estimated average PAGA Pay Period value is $1.20**. This amount will vary based

[3] The Gross Settlement Amount is: $560,000.00 less the following: up to $7,500.00 for Class Representative Service Payment, up to $10,000.00 for the Administration Expenses Payment, $30,000.00 for PAGA Penalties, up to $186,666.66 for the Class Counsel Fees Payment, and up to $25,000.00 for the Class Counsel Expenses Payment. (Settlement, ¶ 3.1.)

on each Participating Class Member's duration of employment during the Class Period. Thus, Class Members who worked longer for Defendant within the Class Period will receive a net benefit greater than the average estimated amount.

34. The proposed settlement of $560,000.00 therefore represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear that the Settlement amount of $560,000.00 is within the "ballpark" of reasonableness, and that preliminary approval of the Settlement is appropriate.

THE SERVICE PAYMENT FOR THE PLAINTIFF IS REASONABLE

35. Throughout this litigation, Plaintiff, who was a former employee of the Defendant, has cooperated immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff provided valuable information regarding 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 putative Class Members. Plaintiff participated in decisions concerning this action 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 with 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 Agreement would have been impossible to obtain without his participation. In total, Plaintiff has expended approximately 30 hours providing valuable assistance in this Action.

36. At the same time, Plaintiff faced many risks in adding himself as Class Representatives in this matter. Plaintiff faced actual risks with his future employment, as putting himself on public record in an employment lawsuit could very well affect their likelihood for future employment.

37. In turn, Class Members will now have the opportunity to participate in a settlement, reimbursing them for wage violations they may have never known about or been willing to pursue on their own. If these Class Members would have each tried to pursue their legal remedies on their own, that

would have resulted in each having to expend a significant amount of their own monetary resources and time, which may not have been feasible for Class Members and was obviated by Plaintiff putting himself on the line on behalf of the Class.

38. 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 Class Members. The requested service award to Plaintiff for his service as Class Representative is a relatively small amount of money considering his time and effort put into the litigation, his general release of claims, and considering enhancements granted in other class actions. The requested service award is therefore reasonable to compensate Plaintiff for his active participation in this lawsuit.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

39. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third of the Settlement Amount, for an estimated fee award of $186,666.66, plus reimbursement for out-of-pocket costs not to exceed $25,000.00. The proposed award of attorneys' fees to Class Counsel in this case can be justified under either the lodestar method or the percentage/common fund recovery method. Class Counsel, however, intend to base the proposed award of fees on the percentage method as many of the entries in the time records would have to be redacted to preserve attorney-client and attorney work product privileges.

40. I am informed and believe that the fees and costs provision is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. Moreover, 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.

41. 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 should Defendant fail to pay.

42. The risk to my office has been significant, particularly if we would not be successful in pursuing this class action. In such instance, we would have been left with no compensation for all the time taken in litigating this case due to the contingency fee arrangement. 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 companies going bankrupt during litigation. 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.

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

44. As of the drafting of this motion, my office has incurred $21,970.28 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. In the event costs do not reach or exceed the maximum amount allowed in the Settlement Agreement, the difference will revert to the Class.

MY EXPERIENCE AND QUALIFICATIONS

45. I received a B.A. in History in 1998 from UCLA. I received 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 2020 to 2024.

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

47. 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.

48. 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 Jan 13, 2025].) 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 6**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (*See, e.g.*, *id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at 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 7** and **Exhibit 8**, 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)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

49. I am experienced in prosecuting and defending employment matters, particularly class actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage-and-hour class action lawsuits pending in various counties throughout California, including in state and federal

courts. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc*. (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc*. (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. Arya Ice Cream Distributing Co., Inc.* (LASC No. 21STCV31170) (class size approx. 106; 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 Super. Court No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) ($750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my $650 hourly rate in that case, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys' current rates for the Moon Law Group, PC attorneys"); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento Super. Court No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Olasoaga v. Burton Schnierow, D.D.S., Inc.* (LASC No. 21STCV39559) (class size approx. 296; 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 Super. Court No. STK-CV-UOE-2021-0000865) (class size approx. 463; lead counsel).

JACQUELYNE VANEMMERIK'S EXPERIENCE AND QUALIFICATIONS

50. 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.

51. 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.

52. 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.

53. Ms. VanEmmerik's current billing rate is $700.00 per hour, 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 $597.70 per hour ($581 Laffey Matrix rate + (2.53% x $581)) (*See* Exh. 6.) Based on Ms. VanEmmerik's Laffey Matrix rate and considering her experience, Ms. VanEmmerik's billing rate of $700.00 per hour is reasonable.

54. 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

55. 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.

56. 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.

57. 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.

58. Ms. Christopherson's current billing rate is $500.00 per hour, 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 $484.97 per hour ($473 Laffey Matrix rate + (2.53% x $473)) (*See* Exh. 6.) Based on Ms. Christopherson's Laffey Matrix rate and considering her experience, Ms. Christopherson's billing rate of $500.00 per hour is reasonable

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

59. 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 both individual and class actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage-and-hour class actions in state and federal courts by way of motion for settlement approval. Including myself, Moon Law Group, PC is comprised of approximately 35 attorneys, all of whom are actively and continuously practicing employment litigation, representing almost entirely employee-plaintiffs, in both individual and class 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 and experience in areas of wage-and-hour class actions and labor and employment law.

60. 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 class action wage-and-hour cases.

61. 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 Class Counsel concluded that this lawsuit could not have been settled on better terms than provided under the proposed Settlement Agreement.

62. 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:

1. Numerous interviews with the Plaintiff and review of documents provided by him;
2. Legal research and investigation regarding the Defendant's practices at numerous points in the litigation;
3. Preparation and submission of Plaintiff's PAGA notice letters;
4. Preparation of multiple drafts of the original class action complaint and subsequent amended complaint, as well as finalization and filing of said complaints;
5. Extensive "meet and confer" correspondence and discussions with Defendant's counsel to obtain relevant documents and information through informal discovery;
6. Analysis of the informal discovery production and preparation of a damages model with the aid of a statistics expert;
7. Conducting formal discovery and engaging in extensive meet and confer efforts regarding the same;
8. Research and preparation of Plaintiff's mediation brief;
9. Attendance and active participation at mediation;
10. Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and attachment thereto; and
11. Preparation of the motion for preliminary approval and accompanying filings.

63. Through the efforts of my office and the Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross settlement payment by Defendant of $560,000.00 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 and PAGA notice letter would have gone completely unremedied.

64. I do not believe that I nor any other attorneys of Moon Law Group, PC have any conflicts of interest with the Class, with the Class Representative, or with the proposed Administrator. I am not related to the Class Representative. I respectfully submit that I and Moon Law Group, PC are competent

and well suited to act as Class Counsel in this action, and we have and will continue to vigorously represent the interests of the Class.

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 January 15, 2026, at Los Angeles, California.

Respectfully submitted,

Dated: January 15, 2026

MOON LAW GROUP, PC

By: ______________________________

Kane Moon
Jacquelyne Vanemmerik
Nichelle Christopherson
Attorneys for Plaintiff Miguel Angel Villalobos