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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET

GABRIEL AGUILAR, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

ENVIRONMENTS PLUS, INC.; and DOES 1
through 10, inclusive,

Defendants

Case No.: 25STCV09110

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with Supplemental Declaration of Kane Moon
and Declaration of Taylor Mitzner]*

PRELIMINARY APPROVAL HEARING:

Date: April 15, 2026

Time: 3:00 p.m.

Dept.: 10

Judge: Hon. William F. Highberger

Action Filed: October 21, 2024

Trial Date: Not set

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Attorneys for Plaintiff Jesus Ramos Rios

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 Gabriel Aguilar (“Plaintiff Aguilar”) 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.

CASE BACKGROUND AND PROCEDURAL HISTORY

2. On March 20, 2026, the Court issued an order requesting that Plaintiff Aguilar and Plaintiff Jesus Ramos Rios (together with Plaintiff Aguilar, “Plaintiffs”) cure certain deficiencies identified by the Court in Plaintiffs’ Motion for Preliminary Approval of Settlement. Plaintiffs and Defendant Environments Plus, Inc. (“Defendant”) have entered into an Amended Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement”) to address the Court’s concerns. A true and correct copy of the Settlement is attached hereto as **Exhibit 1**. A true and correct copy of the redline version of the Settlement showing the changes made is attached hereto as **Exhibit 2**. Plaintiffs submitted the Settlement to the California Labor Workforce and Development Agency (the “LWDA”). A true and correct copy of the submission confirmation from the LWDA is attached hereto as **Exhibit 4**. Additionally, the Declaration of Taylor Mitzner [“Mitzner Decl.”] confirming the total number of Workweeks and the end date of the Class Period is filed concurrently herewith.

3. The Court's concerns are also addressed as follows:

(a) The parties and the administrator must review and verify the workweek total and confirm the end date of the Class Period to determine if the escalator clause is triggered.

(i) The Settlement defines the “Class Period” as the period from October 21, 2020, to the date preliminary approval is granted, unless Defendant makes an election in its sole discretion pursuant to Paragraph 8.” (*See* Settlement, ¶ 1.12.) To determine whether Paragraph 8 would be triggered, Defendant provided the Administrator with Class data from October 21, 2020, the beginning of the Class Period, to February 28, 2028. (Mitzner, Decl., ¶ 3.) The Administrator reviewed the Class data

1 and determined there are 16,204 Workweeks from October 21, 2020 through
2 February 28, 2026. (*Id.* at ¶ 4.) There are seven Workweeks between February 28,
3 2026, and April 15, 2026, the anticipated end date of the Class Period. There are
4 currently 67 Class Members who are currently employed and are anticipated to
5 remain employed with Defendant through April 15, 2026. (*Id.* at ¶ 5.) 469
6 Workweeks is the maximum number of Workweeks that could be added to the total
7 Workweek count from February 28, 2026, to April 15, 2026 (7 Workweeks x 67
8 Class Members). (*See id.* at ¶ 5.) Based on 16,204 Workweeks from October 21,
9 2020, through February 28, 2026, and an estimated 469 Workweeks from February
10 28, 2026, through April 15, 2026, the Administrator estimates that there will be
11 approximately 16,673 Workweeks from October 21, 2020, to April 15, 2026. (*Id.*)
12 The escalator threshold is 15% more than 14,750 Workweeks, or 16,962.5.
13 (Settlement, ¶ 8.) Based on an estimated 16,673 Workweeks from October 21, 2020,
14 to April 15, 2026, the escalator clause is not triggered. (Mitzner Decl., ¶ 6.) As such,
15 the end date of the Class Period will be the date that the Court grants preliminary
16 approval of the Settlement. (*See* Settlement, ¶ 1.12.) Accordingly, if preliminary
17 approval is granted on April 15, 2026, the end date of the Class Period will be April
18 15, 2026.

19 (b) Provide information regarding any fee splitting agreement.

20 (i) Pursuant to a Joint Prosecution and Fee-Sharing Agreement (the “JPA”), and as
21 consented to in a signed writing by Plaintiffs, attorneys’ fees shall be divided with
22 80% to Moon Law Group, PC and 20% to Melmed Law Group, PC. A true and
23 correct copy of the JPA is attached hereto as **Exhibit 4**. There is no other fee-
24 splitting agreement.

25 (c) Modify the settlement agreement to delete ¶ 5.5 in its entirety.

26 (i) Paragraph 5.5 has been removed in its entirety from the Settlement. (*See* Ex. 2
27 Redline Settlement, ¶ 5.5; Ex. 1 Settlement, p. 18 ¶ 5.)
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1 I declare under penalty of perjury under the laws of the State of California and the United States that
2 the foregoing is true and correct. Executed on April 9, 2026, at Los Angeles, California.

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Kane Moon
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