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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12
13 MARLIN OSORIO, individually, and on behalf of all
others similarly situated,

14 Plaintiff,

15 vs.
16

17 AIPORT TERMINAL MANAGEMENT, INC., a
18 California corporation; and DOES 1 through 10,
inclusive,

19 Defendants
20
21
22
23

Case No.: 24STCV26945

Related Case No.: 24STCV27765

CLASS AND REPRESENTATIVE ACTION

[Assigned for all purposes to the Hon. William F.
Highberger, Dept. 10]

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

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, the
Declarations of Samantha Ortiz, Plaintiff Osorio,
Plaintiff Manjarrez, Plaintiff Hernandez, Luiza
Manuelian, Iliana Thomas, and Sean Hartranft,
and [Proposed] Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING

Date: May 22, 2026

Time: 10:30 a.m.

Action filed: October 15, 2024

Trial date: Not set

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8 Attorneys for Plaintiff Susana Catalina Hernandez

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 Plaintiffs Marlin Osorio (“Plaintiff Osorio”) and Sue Ling Manjarrez (“Plaintiff Manjarrez”) 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. 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 Osorio, Plaintiff Manjarrez, and Plaintiff Susana Catalina Hernandez (“Plaintiff Hernandez”) (collectively, “Plaintiffs”) seek to represent a class of all individuals who worked for Defendant Airport Terminal Management, Inc. (“Defendant”) as hourly and/or non-exempt employees in California at any time during the Class Period, as set forth in the Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement”). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. The proposed Class Notice is attached to the Settlement as **Exhibit A**.

3. Defendant provides wheelchair assistance to passengers traveling through the Los Angeles International Airport. Defendant employed Plaintiffs and other non-exempt, hourly-paid employees during the Class Period. Plaintiffs contend they and their coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

4. Plaintiffs' claim for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiffs and others for off-the-clock work and failed to incorporate non-discretionary bonuses into employees' regular rate of pay for purposes of paying overtime, meal break premiums, and sick pay. Plaintiffs' 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. Plaintiffs further bring a claim for unreimbursed necessary business expenses based on allegations that Class Members were required to use their personal cell phone and purchase gloves and hand sanitizer for work purposes without

1 reimbursement from Defendant. Finally, Plaintiffs also bring derivative claims for waiting time penalties,
2 wage statement violations, unfair business practices, and civil penalties under PAGA.

3 5. Because of the foregoing alleged violations of various provisions of the Labor Code, on October
4 15, 2024, Plaintiff Osorio commenced this Action by filing a complaint alleging causes of action against
5 Defendant for failure to pay minimum wages; failure to pay overtime compensation; failure to provide meal
6 periods; failure to authorize and permit rest breaks; failure to indemnify necessary business expenses; failure
7 to timely pay final wages at termination; failure to provide accurate, itemized wage statements; and unfair
8 business practices. On January 9, 2025, Plaintiff Osorio filed an amended complaint against Defendant for
9 civil penalties under PAGA. On March 10, 2025, Plaintiff Osorio filed a Second Amended Complaint,
10 adding Plaintiff Manjarrez as a named plaintiff. Plaintiff Hernandez also commenced the related action,
11 *Susana Catalina Hernandez v. Airport Terminal Management, Inc.* pending in Superior Court of the State of
12 California, County of Los Angeles, Case No. 24STCV27765, by filing a complaint against Defendant, which
13 also alleged various wage and hour claim and a PAGA cause of action (the “*Hernandez Action*”). On or
14 around February 5, 2026, the Parties filed a joint stipulation for leave to file a Third Amended Complaint to
15 consolidate the *Hernandez Action* in this instant action to consolidate Plaintiffs’ claims for purposes of
16 settlement.

17 6. Pursuant to PAGA, on October 12, 2024 and December 12, 2024, Plaintiff Osorio and Plaintiff
18 Manjarrez, respectively, gave written notice to the California Labor and Workforce Development Agency
19 (the “LWDA”) of the alleged Labor Code violations, with certified mail service on Defendant, and paid the
20 required filing fee. A true and correct copy of the PAGA Notices are attached hereto as **Exhibits 2A and 2B**.
21 On January 18, 2024, Plaintiff Susana Catalina Hernandez gave written notice to Defendant and the LWDA
22 by sending a PAGA Notice. In compliance with Labor Code section 2699(s)(1), Plaintiffs subsequently
23 submitted to the LWDA a file-stamped copy of the complaints containing the Court-assigned case
24 number. To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene in
25 this Action or the related action.

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

19 DISCOVERY AND INVESTIGATION

20 8. The Parties agreed to mediate this action with Steven Rottman, Esq., an experienced class and
21 PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
22 production of documents and information before mediation. Prior to mediation, Plaintiffs obtained from
23 Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the
24 claims asserted in this action. Defendant produced a statistically sound sample of time and pay records for
25 the putative Class (approximately 8% of all time and pay records in the Class based on the total estimated
26 number of Workweeks), Plaintiffs’ personnel file and time and pay records, and Defendant’s written
27 employment policies in effect during the Class Period. Defendant also provided information regarding the
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1 estimated number of current and formerly employed Class Members, Aggrieved Employees, and PAGA Pay
2 Periods.

3 9. In preparation for mediation, Plaintiffs' Counsel reviewed and analyzed all the information
4 Defendant provided, including the sample records and documents regarding Defendant's wage-and-hour
5 policies. Plaintiffs' Counsel retained a statistics expert to analyze the sample records and prepare a damage
6 analysis prior to the mediation. The sample time and pay records analyzed contained 63,931 actual shifts
7 worked (representing roughly 8% of total shifts worked in the Class Period), which allowed Plaintiffs' expert
8 to prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual
9 investigation, Plaintiffs' Counsel also investigated the applicable law regarding the claims and defenses
10 asserted in the litigation. Accordingly, Plaintiffs' Counsel were able to evaluate the probability of class
11 certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims.
12 Thus, Plaintiffs' and their Counsel's familiarity with the facts of the case and the legal issues raised by the
13 pleadings allowed them to act intelligently in negotiating the Settlement.

14 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

15 10. On September 9, 2025, the Parties participated in a full day of private mediation with Steven
16 Rottman, Esq. The negotiations were at arm's length and, although conducted in a professional manner, were
17 adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute,
18 but each side was also prepared to litigate their position through trial and appeal if a settlement had not been
19 reached. After a full discussion regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's
20 defenses and with the assistance of the mediator, the Parties reached a resolution, the material terms of which
21 are set out in the Settlement.

22 11. In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the
23 proposed Settlement has been submitted to the LWDA along with a copy of Plaintiffs' preliminary approval
24 motion and the hearing date. A true and correct copy of the LWDA's email confirming receipt thereof is
25 attached hereto as Exhibit 3. To date, the LWDA has not indicated any objection to the Settlement.

26 KEY TERMS OF SETTLEMENT

27 12. GSA and Funding: The Gross Settlement Amount ("GSA") is \$1,500,000.00, subject to
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1 potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.1.) Defendant will
2 separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*)
3 Defendant shall fully fund the Gross Settlement Amount fifteen (15) days after the Effective Date of the
4 Settlement, or eighteen (18) months from September 9, 2025 (i.e., March 9, 2027), whichever is later.¹ (*Id.*
5 at ¶ 4.3.)

6 13. Escalator Clause: The Settlement provides an escalator clause under which should the number
7 of Workweeks exceed the estimated count of 177,575 by more than 10% (i.e., 195,333), then the Gross
8 Settlement Amount shall be increased by the percentage that the actual number of Workweeks exceeds
9 195,333. (*Id.*)

10 14. Class Representative Service Payments: The Settlement includes a payment up to \$7,500.00
11 payable from the GSA, subject to the Court's approval, to each Plaintiff as the Class Representative, in
12 addition to the amount they are eligible to receive as a Class Member. (*Id.* at ¶¶ 1.14, 3.2.1.) This award is
13 for initiating the Action and providing services in support of the Action. (*Id.* at ¶ 1.14.) In the event the award
14 finally approved is less, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.2.1.)

15 15. Class Counsel Attorneys' Fees and Litigation Expenses Payments: The Settlement permits a fee
16 application of not more than 1/3 of the GSA (currently estimated to be \$500,000.00) for reasonable attorneys'
17 fees, plus reimbursement for actual litigation costs not to exceed \$30,000.00, payable to Class Counsel from
18 the GSA. (*Id.* at ¶ 3.2.2.) In the event the amounts finally approved are less, the difference will revert to
19 Participating Class Members. (*Id.*) My firm has incurred \$14,623.61 in litigation costs. A true and correct
20 copy of a report showing current costs is attached hereto as **Exhibit 4**. Plaintiffs will provide the Court with
21 Plaintiffs' Counsel's final litigation costs in Plaintiffs' motion for final approval of the Settlement.

22 16. Administration Expenses Payment: The Settlement provides an Administration Expenses
23 Payment to the Administrator, payable from the GSA, in an amount not to exceed \$20,000.00, except for a
24 showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) In the event the amount of actual
25

26 ¹ The funding schedule of the Gross Settlement Amount was critical in settling the Action to ensure
27 Defendant is able to fund the Gross Settlement Amount within its financial constraints. The Parties believe
28 that the funding schedule is fair because it ensures Defendant can fund the Gross Settlement while
remaining in business.

1 administration costs is less and/or the amount approved by the Court is less than requested, the difference
2 will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected Apex Class Action
3 Administration (“Apex”) as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.2.) A true and correct
4 copy of the quote from Apex is attached hereto as **Exhibit 5**.

5 17. **Aggrieved Employees/PAGA Period**: The Aggrieved Employees is defined as all persons who
6 were worked for Defendant as an hourly, non-exempt employee at any time during the PAGA Period. (*Id.* at
7 ¶ 1.4.) The “PAGA Period” is the period between October 12, 2023 to December 8, 2025. (*Id.* at ¶ 1.31.)

8 18. **PAGA Penalties; Individual PAGA Payments**: The Settlement allocates \$100,000.00 from the
9 GSA for settlement of the Released PAGA Claims, which will be distributed 65% (\$65,000.00) to the LWDA
10 and 35% (\$35,000.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiffs’ claims. (*Id.* at
11 ¶ 1.34.) Each Aggrieved Employee will be entitled to a pro rata share of the 35% share of the PAGA Penalties
12 directly proportional to their number of PAGA Pay Periods. (*Id.* at ¶ 3.2.5.1.) This results in an average
13 Individual PAGA Payment of roughly **\$23.06²** for each of the estimated 1,518 Aggrieved Employees
14 (\$35,000 / 1,518), and a PAGA Pay Period value of roughly **\$0.77** for each of the 45,348 estimated Pay
15 Periods in the PAGA Period (\$35,000 / 45,348).

16 19. **Net Settlement Amount**: After deducting the Class Representative Service Payments the Class
17 Counsel Attorneys’ Fees and Litigation Expenses Payments, the PAGA Penalties allocation, and the
18 Administration Expenses Payment from the GSA, in the amounts specifically approved by the Court, any
19 difference in the amounts requested and the amounts awarded will be allocated to the Net Settlement Amount
20 for distribution to Participating Class Members. (*Id.* at ¶ 3.2.) Accordingly, the Net Settlement Amount will
21 be *no less than* **\$827,500.00** for an estimated Class of **2,113 individuals**.³

22
23 ² At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will
24 be calculated by the Administrator following preliminary approval and receipt and processing of the Class
25 Data. (Settlement, ¶ 7.4.2.) The high and low range of payments will be provided to the Court in a motion for
26 final approval.

27 ³ The Net Settlement Amount was calculated by deducting the following from the \$1,500,000 GSA:
28 \$7,500.00 for each Class Representative Service Payment (\$22,500 total), up to \$20,000.00 for the
Administration Expenses Payment, \$100,000.00 for the PAGA Penalties to the LWDA and Aggrieved
Employees, \$500,000 for the Class Counsel Fees Payment, and up to \$30,000.00 for the Class Counsel
Litigation Costs Payment. (Settlement, ¶¶ 3.1–3.2.5.)

1 20. Class Members/Period: The Class is defined as all individuals who worked for Defendant as
2 hourly and/or non-exempt employees in California at any time during the Class Period. (*Id.* at ¶ 1.5.) For
3 purposes of Settlement, the “Class Period” is the period between June 3, 2021 to December 8, 2025. (*Id.* at
4 ¶ 1.12)

5 21. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a pro
6 rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks worked
7 during the Class Period. (*Id.* at ¶ 3.2.4.) The estimated **\$827,500.00** Net Settlement Amount results in an
8 average Individual Class Payment of roughly **\$391.62** for each of the estimated 2,113 Class Members
9 (\$827,500 / 2,113), and a Workweek value of roughly **\$4.66** for each of the 177,575 estimated Workweeks
10 in the Class Period (\$827,500 / 177,575).

11 22. Tax Allocations: Individual Class Payments will be allocated as 20% as wages and 80% as
12 penalties and interest for tax purposes. (*Id.* at ¶ 3.2.4.1.) Aggrieved Employees assume full responsibility and
13 liability for any taxes owed on their Individual PAGA Payment. (*Id.* at ¶ 3.2.5.1.)

14 23. Disbursement and Uncashed Funds: Disbursement will occur within 14 days of completed
15 funding. (*Id.* at ¶ 4.4.) Class Members will not need to submit any claim form as a condition of receiving
16 individual settlement payments. (*Id.* at ¶ 3.1.) The Parties propose that any funds remaining uncashed after
17 180 days from issuance be transmitted to the California Controller’s Unclaimed Property Fund in the name
18 of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of
19 Civil Procedure Section 384, subd. (b). (*Id.* at ¶¶ 4.4.1, 4.4.3.)

20 24. Released Class Claims: The “Released Class Claims” is limited to claims that were alleged, or
21 reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in
22 the course of the Action for the Class Period. (*Id.* at ¶ 5.2.) , Participating Class Members do not release any
23 other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment
24 and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims
25 based on facts occurring outside the Class Period. (*Id.*)

26 25. Released PAGA Claims: The “Released PAGA Claims” is limited to claims for PAGA
27 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
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1 Complaint, the PAGA Notices, and ascertained in the course of the Action for the PAGA Period. (*Id.* at ¶
2 5.3.)

3 26. Plaintiffs’ Section 1542 Release: Under the Settlement, Plaintiffs have agreed to a general
4 release of any and all claims against the Released Parties, including a release of rights pursuant to California
5 Civil Code section 1542. (*Id.* at ¶ 5.1.)

6 27. Released Parties: Defendant, and each of its past, present and future subsidiaries, parents,
7 affiliated and related companies, divisions, successors, predecessors or assigns; and their past, present, and
8 future officers, directors, shareholders, partners, agents, insurers, employee, advisors, accountants,
9 representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns. (*Id.* at ¶ 1.40.)

10 28. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed in
11 English and Spanish via first-class U.S. mail to the current address of each Class Member. (*Id.* at ¶ 7.4.2.)
12 The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement, the
13 approximate amounts of attorneys’ fees, costs, PAGA Penalties, and service award being sought, an
14 explanation of how the individual payments are calculated, the Final Approval Hearing information, the
15 procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members,
16 and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at ¶¶
17 7.4–7.7.3, Ex. A.)

18 29. No Related Actions: To the best of my knowledge, there is no other pending litigation involving
19 similar claims against Defendant that may be impacted by approval of the Settlement at issue, nor has
20 Defendant pointed to any.

21 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

22 30. Plaintiffs’ Counsel have conducted a thorough investigation into the facts of this case. As
23 previously noted, the Settlement at issue was reached through arms’-length negotiations, private mediation,
24 and the assistance of a statistics expert. Based on Defendant’s informal class-wide discovery production, on
25 Plaintiffs’ Counsel independent investigation and evaluation, and on their extensive experience in wage-
26 and-hour litigation, Plaintiffs’ Counsel are of the opinion that the proposed Settlement is fair, reasonable,
27 and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial
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risk, appellate risk, and the defenses Defendant may assert both to certification and on the merits, the Settlement is in the best interest of the Class and LWDA.

31. Based on Plaintiffs' Counsel's review of the time, payroll, and additional data provided by Defendant, on Plaintiffs' expert's analysis of the sample records provided by Defendant, and on information from Plaintiff, Plaintiffs' Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on a review of Defendant's records, Defendant estimates there are 2,113 Class Members who collectively worked a total of 177,575 Workweeks. (*Id.* at ¶ 4.1.) Additionally, it was estimated that there were 1,518 Aggrieved Employees who worked a total of 45,348 PAGA Pay Periods, 929 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, that Class Members' average hourly rate was \$20.2421,66, and that the average regular hourly rate was \$21.83.

Accordingly, we calculated Defendant's potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Off the Clock)	177,575 Workweeks	\$21.66 average hourly rate	43,731 net unpaid hours (assuming 15 minutes per shift) (64.1% overtime)	\$125,079.54***
Unpaid Wages (Regular Rate)	177,575 Workweeks	\$21.83 average regular rate	Based on Expert Analysis of Records	\$111,360.50*
Meal Period Violations	177,575 Workweeks	\$21.66 average hourly rate	61,166 unique meal break violations	\$331,213.89**
Rest Period Violations	177,575 Workweeks	\$21.66 average hourly rate	402,801 rest break violations (assuming 50% break violations for break-eligible shifts)	\$872,466.97***
Unreimbursed Business Expenses Violations	177,575 Workweeks	\$100 / Pay Period	Based on Expert Analysis of Records	\$177,575.00***

Labor Code § 203	Based on approx. 929 terminated employees within the 3-year SOL	\$21.66 average hourly rate / 30-day max.	Assumes 7.7 hours / day	\$231,791.10****
Labor Code § 226	Based on approx. 1,518 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 45,348 pay periods within the 1-year SOL	\$221,977.50****
PAGA	Based on 45,348 pay periods within the 1-year SOL	\$100 per pay period	Based on 45,348 pay periods within the 1-year SOL	\$226,740.00****
Total				\$2,298,204.49
* 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.⁴				

32. Plaintiffs' unpaid wages claim is based on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock work. Plaintiffs allege that they and other Class Members were required to use a shuttle to travel from the parking lot to the worksite, without compensation. Plaintiffs also allege that they and other Class Members were required to wait in multiple lines for security checks and to clock in for shifts, without compensation. Therefore, Plaintiffs' Counsel estimated Class Members spent an average 15 minutes off the clock per shift. Accordingly, Plaintiffs' Counsel and data expert estimated Defendant failed to pay Class Members for approximately 43,731 hours, 64.1% of which should have been paid at the overtime rate. From this, and in light of the average rates of the Class Members, Defendant's estimated maximum potential liability is \$1,250,795.37. Defendant

⁴ 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 contends that all time worked was compensated, that Class Members were not permitted to work off-the-
2 clock, and that this claim is highly individualized and not susceptible to class-wide treatment. I acknowledge
3 that “off-the-clock” claims are difficult to be tried on a class wide basis because there is no apparatus that
4 can be used to prove this claim—there are no records to be used as evidence. In light of these defenses, and
5 for purposes of settlement, I discounted the maximum potential liability by 90%. **Plaintiffs’ realistic**
6 **recovery estimate for the unpaid wages claim due to off-the-clock work is therefore \$125,079.54.**

7 33. As discussed above, Plaintiffs’ unpaid wages claim is also due to allegations that Defendant
8 failed to incorporate all non-discretionary bonuses into Class Members’ regular rate of pay for purposes of
9 paying overtime, meal break premiums, and sick pay. Specifically, Plaintiffs’ expert reviewed the sample
10 records Defendant produced and found 404 identifiable additional remunerations that were made yet not
11 factored into the regular rate of pay, impacting 45.2% of Class Members for sick pay, 30.9% of Class
12 Members for meal break premiums, and 63.3% of Class Members for overtime pay. As a result, Plaintiffs’
13 expert estimated Defendant has a maximum exposure of \$222,721.00 for the regular rate claim. However,
14 Defendant argues the bonuses were discretionary, and therefore Defendant was not required to incorporate
15 those payments into the regular rate. Additionally, Defendant argues that to the extent it failed to incorporate
16 any of the additional payments into the regular rate of pay, this results in nominal exposure as only 4.8% of
17 pay periods included sick pay and additional compensation and only 2.2% of pay periods included meal
18 break premiums and additional compensation. Due to the lack of written policies regarding criteria for bonus
19 payments and Defendant’s *de minimis* exposure, I acknowledge the foregoing presents significant risk with
20 certifying this claim and proof on the merits. Therefore, I applied a 50% discount to the maximum exposure
21 figure; accordingly, I arrived at **a realistic damage estimate of \$111,360.50 for the regular rate claim.**

22 34. Plaintiffs’ meal period claim is based on allegations that Defendant did not provide or maintain
23 sufficient meal period practices, such that Class Members were not always permitted or able to take meal
24 periods and/or were sometimes subjected to late, short and/or interrupted meal periods without compensation
25 in lieu thereof. The sample of time and corresponding payroll records for the putative Class indicated that
26 Defendant either failed to provide a meal period or provided a short and/or untimely meal period 61,166
27 times throughout the Class Period, resulting in an 8.3% violation rate. Plaintiffs’ Counsel and its data expert
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1 then calculated that, in light of these violations and the average hourly rate of the putative Class, that
2 Defendant had a potential liability of \$1,324,855.56 (61,166 unique violations x \$21.66 avg. hourly rate).
3 Defendant nonetheless contends that many meal breaks were taken and, where a violation appears, it was a
4 result of the Class Member voluntarily choosing to forego a meal period, to take it after the end of the fifth
5 hour, or to stop his or her break early to return to work. Plaintiffs' expert also found that meal premiums were
6 paid and that 2.5% of the violations included a meal waiver. After accounting for the meal premiums and the
7 waivers, the violation rate was closer to 4.1%. Moreover, certification and proof of this claim would require
8 declarations from Class Members and obtaining such declarations potentially would reveal that each Class
9 Member had a different experience with respect to meal periods. In light of these defenses, and for purposes
10 of settlement, Plaintiffs' Counsel believe it reasonable to apply a 75% discount to the potential liability.
11 **Plaintiffs' realistic recovery estimate for the meal period claim is therefore \$331,213.89.**

12 35. The rest break claim is based on the allegation that Defendant did not provide or maintain
13 sufficient rest break practices, such that Class Members were regularly required to work in excess of four
14 consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute,
15 continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest
16 break violations could not be calculated since Defendant neither documented, nor is required to document,
17 when Class Members took their required rest breaks. Therefore, in preparation for mediation, Plaintiffs'
18 Counsel assumed a 50% violation rate for shifts greater than or equal to 3.5 hours in length and, based on
19 the average hourly rate of the putative Class, calculated Defendant's maximum potential liability to be
20 \$8,724,669.66 (402,801 unique rest break violations x \$21.66 per hour). Defendant nonetheless contends
21 rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks
22 and, significant for purposes of class certification, that this claim is individualized in nature and therefore
23 would require declarations indicating the majority of Class Members experienced issues as to rest breaks. In
24 light of these defenses, and for purposes of settlement, I discounted Defendant's potential liability by
25 90%. **Plaintiffs' realistic recovery estimate for the rest break claim is therefore \$872,466.97**

26 36. The unreimbursed business expenses claim is based on the allegation that Defendant did not
27 reimburse Class Members for all expenses incurred in direct consequence of the discharge of duties. Based
28

on information from Plaintiffs, they and other Class Members were required to use their personal cellphones to communicate with managers for work purposes. Plaintiffs also allege that they and other Class Members were required to buy protective equipment, such as gloves and hand sanitizer, for work purposes without reimbursement. The precise value of all necessary business expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation, Plaintiffs' Counsel estimated Defendant owed approximately \$40.00 per month per Class Member in the statutory period and that Defendant's maximum potential liability is \$1,775,750.00. 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%. **Plaintiffs' realistic recovery estimate for the unreimbursed expenses claim is therefore \$177,575.00.**

37. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs estimate Defendant's maximum potential recovery, prior to risk-adjustment, is \$13,610,172.00, which breaks down as follows: **\$4,635,822.00** for waiting time penalties for approximately 40 terminated Class Members in the 3-year SOL; a **\$4,439,550.00** penalty for inaccurate wage statements based on approximately 1,518 Class Members in the 1-year SOL; and **\$4,534,800.00** for PAGA penalties based on 45,348 Pay Periods and the Court assessing a \$100 penalty for each pay period containing a violation. However, I believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties and given Defendant's defenses, including without limitation, that any failure to pay all final wages at the time of separation was not willful or intentional and that to the extent Plaintiffs received wage statements that were allegedly inaccurate, Plaintiffs suffered no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore, considering the underlying wage claims are realistically estimated to be \$1,617,695.89, awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty (resulting in **\$231,791.10** for waiting time penalties,

1 **\$221,977.50** for inaccurate wage statement penalties, and **\$226,740.00** for PAGA penalties) and accordingly
2 arrived at **a realistic recovery estimate of \$680,508.60 for statutory and civil penalties.**

3 38. Using these estimated figures, Plaintiffs predicted **the realistic (risk-adjusted) recovery for**
4 **all claims, including penalties, is \$2,298,204.49.** This means **the \$1,500,000.00 gross settlement figure**
5 **represents roughly 65% of the total realistic recovery.** This is an excellent result for the Class, particularly
6 because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of
7 not being able to recover anything.

8 39. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies
9 PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved
10 Employees with genuine and meaningful relief, on the other. As a result of this litigation, Defendant has
11 had to hire legal counsel, engage in informal class-wide discovery, and participate in mediation.
12 Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming final
13 settlement approval is granted. (Settlement, ¶ 3.2.5.) Not including its own attorneys' fees and costs as
14 well as the employer's share of payroll taxes, Defendant will pay no less than \$1,500,000.00 to resolve
15 this matter—of which \$100,000.00 is allocated toward the PAGA claims and will be distributed, in
16 compliance with Labor Code section 2699 as 65% (\$65,000.00) to the LWDA and 35% (\$35,000.00) to
17 Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved
18 Employees from pursuing any individual claims they may have against Defendant or the other Released
19 Parties. Moreover, Plaintiffs' Counsel are of the opinion that because the issues here are fairly contested,
20 there is a possibility of the Court not awarding the PAGA penalties even if Plaintiffs prevailed on the merits
21 due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go
22 to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

23 40. Further, Plaintiffs' Counsel took into account the risk of not being able to proceed on a
24 representative basis due to the potential manageability issues and that even if Plaintiffs prevailed at trial,
25 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and
26 in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiffs would
27 be successful at trial, assuming they are first able to certify the claims and defeat the manageability issues
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1 presented at litigation, Plaintiffs could be awarded substantially less than what was obtained through the
2 Settlement. In sum, the \$100,000 PAGA Penalties allocation under the Settlement constitutes genuine and
3 meaningful.

4 41. Here, the Settlement represents a substantial recovery when considered against the risk and
5 uncertainties involved in continued litigation, the burdens of proof necessary to certify the claims and
6 establish liability, and the probability of appeal. While Plaintiffs are confident in the merits of their claims, a
7 legitimate controversy exists as to each cause of action. Plaintiffs also recognizes that proving the amount
8 owed to each Class Member would be an expensive, time-consuming, and uncertain proposition.

9 42. The Settlement obviates the significant risk that this Court may deny certification of all or some
10 of Plaintiffs' claims. Plaintiffs' Counsel took into account the risk of not prevailing at trial due to low or
11 no participation by Class Members. Indeed, the individualized and testimony-intensive nature of the claims
12 could bar manageability of the representative claims or otherwise significantly reduce any recovery
13 whatsoever. For example, the rest period and unreimbursed expense claims are testimony-driven claims and
14 the rest period claim assumes a 50% violation rate, which would not likely be demonstrated at trial, as it
15 assumes either the participation of a majority of the employees (which would be difficult given the reality
16 that many, if not all, employees would be unwilling to participate due to fear of retaliation), or alternatively,
17 the use of surveys or statistical data as a surrogate (which would still require the participation of a majority
18 of employees to establish a sound representation of all non-exempts). Even assuming employees would be
19 willing to participate, obtaining declarations would potentially reveal that each individual employee had a
20 different experience.

21 43. Furthermore, even if Plaintiffs were able to pursue their claims on a class-wide basis and obtain
22 certification of all or some of the claims, continued litigation would be expensive, involving a trial and
23 possible appeals, and would substantially delay and reduce any recovery by the Class. Although the Parties
24 have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis, they
25 have not conducted depositions. Moreover, preparation for class certification and a trial would remain for
26 the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs
27 and/or any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees
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1 and costs through trial. In sum, this Settlement avoids the risks, burdens, and the accompanying expense of
2 further litigation.

3 44. The proposed \$1,500,000.00 Settlement represents a substantial recovery when compared to the
4 reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties
5 involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of
6 appeal, it is clear the Settlement amount is within the “ballpark” of reasonableness, and that preliminary
7 settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133;
8 *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar*
9 does not require “an explicit statement of the maximum amount the plaintiff class could recover if it prevailed
10 on all its claims,” but instead, only an “understanding of the amount that is in controversy and the realistic
11 range of outcomes of the litigation”].)

12 THE SERVICE PAYMENTS TO PLAINTIFFS ARE REASONABLE

13 45. Throughout this litigation, Plaintiffs, who were former employees of Defendant, have
14 cooperated immensely with my office and the office of co-counsel and have taken many actions to protect
15 the interests of the Class. Plaintiffs provided valuable information regarding their hours worked, and what
16 duties were performed during those hours. Plaintiffs also provided information regarding meal periods taken
17 and missed by Plaintiffs and other Class Members. Plaintiffs participated in decisions concerning this action
18 and the related, assisted in preparation for the mediation, and provided my office and the office of co-counsel
19 with the names and contact information of potential witnesses in this action. Before we filed this case,
20 Plaintiffs worked with my office and the office of co-counsel to determine the viability of their claims.
21 Plaintiffs also provided information and documents relating to their employment by Defendant. The
22 information and documentation provided by Plaintiffs were instrumental in establishing the wage-and-hour
23 violations alleged in this action and the related action, and the recovery provided for in the Settlement would
24 have been impossible to obtain without their participation.

25 46. At the same time, Plaintiffs faced many risks in adding themselves as the named Plaintiffs in
26 this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public record
27 in an employment lawsuit could also very well affect their likelihood for future employment. For example,
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1 a search of Plaintiffs' names will reveal this action and the related action, and as a result, many employers
2 may likely forego hiring Plaintiffs in learning they sued a former employer.

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

8 48. This class action would not have been possible without the aid of Plaintiffs, who put their own
9 time and effort into this litigation and placed themselves at risk for the sake of the Class. The requested
10 service payments to Plaintiffs for their service as the Class Representative is a relatively small amount of
11 money considering the time and effort put into the litigation and compared to enhancements granted in other
12 class actions. The requested enhancement award is therefore reasonable to compensate Plaintiffs for their
13 active participation in this lawsuit, in addition to their general release of claims, both known and unknown,
14 and waiver of section 1542 rights.

15 MY EXPERIENCE AND QUALIFICATIONS

16 49. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law
17 School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an
18 Active Member in good standing continuously since then. I have been selected to Super Lawyers each year
19 from 2019 to 2023.

20 50. I co-founded Moon & Yang, APC—now Moon Law Group, PC—in March 2010. My practice
21 is focused exclusively on advocating for the rights of employees in wage-and-hour litigation, almost entirely
22 in class and/or representative actions.

23 51. For the past decade, I have built my practice to have an emphasis on employment and related
24 civil litigation cases and have both prosecuted and defended employment-related litigation cases. I have been
25 heavily, successfully, and continuously involved in active litigation and trial work, and have conducted bench
26 and jury trials on behalf of both employees and employers in wage-and-hour cases.

1 52. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage-and-hour
2 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
3 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
4 <http://www.laffeymatrix.com/see.html> [last visited Dec. 29, 2025].) The Laffey Matrix is a “well-
5 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
6 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
7 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
8 upwards based on “locality pay differentials” and the location of counsel’s office in California to determine
9 whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey
10 Matrix rate based on an approximate difference of 9% between the locality pay differential of the District
11 of Columbia and San Francisco, California, where counsel’s office was located].) To determine the locality
12 pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the
13 federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm’s location in Los
14 Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the
15 locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a
16 difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA,
17 Effective January 13, 2025, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective
18 January 13, 2025.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-
19 Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on
20 my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is \$971.98
21 per hour (\$948 Laffey Matrix rate + (2.53% x \$948)). Accordingly, my current billing rate of \$950.00 per
22 hour is reasonable.

23 53. I am experienced in prosecuting and defending employment matters, particularly class actions
24 and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour,
25 and working conditions violations. In addition to the present case, I am also class counsel for other wage-
26 and-hour class action lawsuits pending in various California counties, including in state and federal courts.
27 The following is a list of some of our recent class action settlements that have received preliminary and final
28

1 approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel);
2 *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel);
3 *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v.*
4 *Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart*
5 *Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC
6 No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No.
7 PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No.
8 BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC*
9 (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650;
10 lead counsel) (in approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show
11 that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current
12 rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No.
13 BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-
14 2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC
15 No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137)
16 (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29)
17 (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size
18 approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class
19 size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260;
20 lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead
21 counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865)
22 (class size 435; lead counsel).

23 ALLEN FEGHALI’S EXPERIENCE AND QUALIFICATIONS

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

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

8 56. Mr. Feghali’s current billing rate is \$900.00 per hour, which is his usual hourly rate in wage and
9 hour litigations. Based on Mr. Feghali’s 11+ years of experience out of law school, his Laffey Matrix rate
10 with a 2.53% adjustment is \$971.98 per hour (\$948 Laffey Matrix rate + (2.5% x \$948)). (See Ex. 6.) As
11 compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali’s billing rate of
12 \$900.00 per hour is reasonable.

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

- 16 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath*
17 *Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on
18 all causes of action following contested briefing in a wage-and-hour class action.
- 19 (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
20 *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken
21 under submission by the Court on February 3, 2022.
- 22 (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
23 *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- 24 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
25 motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No. 19STCV44400),
26 which was granted in part and denied in part in October 2022.
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- 1 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade*
2 *v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP (RAOx)) 2020 WL
3 1934954, where defendant removed a wage-and-hour class alleging that Plaintiffs' claims
4 were pre-empted by the Labor Management Relations Act.
- 5 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A.,*
6 *Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There, the Court
7 of Appeal reversed a dismissal of an individual defendant following the trial court's granting
8 of a demurrer without leave to amend relating to alter ego allegations.
- 9 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v.*
10 *Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-MRWx)
11 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a
12 "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the
13 individual defendant, who was alleged to have harassed the Plaintiffs under FEHA, was a
14 proper defendant.
- 15 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for
16 \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has
17 resolved or assisted in the resolution of approximately 100 cases which has resulted in millions
18 of dollars of unpaid wages being returned to low-wage employees.
- 19 (i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
20 motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which
21 was granted, in part, and denied, in part, in February 2024.

22 58. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing
23 employees in wage-and-hour class and representative actions. His fee has been approved by Courts
24 throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over
25 100 wage-and-hour class actions, including obtaining preliminary and final approval of settlements. A
26 selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following:
27 *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Stanley Black & Decker Wage and*
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1 *Hour Cases* (No. JCCP5218) (\$3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-
2 CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000);
3 *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No.
4 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-
5 CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000); *Fuentes v. Covid*
6 *Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-
7 03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v.*
8 *Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No.
9 BC705964) (\$1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282)
10 (\$1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering,*
11 *Inc.* (No. 22CECG00591) (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members);
12 *Cha v. Center Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No.
13 BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for
14 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

15 S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS

16 59. S. Phillip Song is a Senior Attorney at Moon Law Group, PC. He received his
17 undergraduate degree in 2006 from the University of Houston, graduating cum laude with a
18 Communications B.A. and minor in Accounting. Mr. Song earned his Juris Doctor degree in 2011
19 from the University of Houston Law Center.

20 60. Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is presently
21 admitted to practice in all state courts of California (admitted in 2019), and before all federal district
22 courts in California.

23 61. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and
24 employment law. Mr. Song is currently handling multiple class action and PAGA matters.

25 62. Mr. Song's current billing rate is \$775.00 per hour, which is his usual hourly rate in
26 wage and hour litigations. Based on Mr. Song's 14 years of experience, his Laffey Matrix rate with
27 a 2.5% adjustment is \$971.70 per hour (\$948 Laffey Matrix rate + (2.5% x \$948)). (See Ex. 6.) As
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1 compared to the Laffey Matrix rate and when considering his experience, Mr. Song's billing rate
2 of \$775.00 per hour is reasonable.

3 63. Mr. Song has worked on numerous class action cases and representative actions that have been
4 granted final approval, including *Paez et al. v. C&R Restaurant Group, LP*, Kern County Superior Court,
5 Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc.*, San Luis Obispo County
6 Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc.*, Solano County Superior
7 Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc.*, Sacramento County Superior Court,
8 Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats (Stockton), LLC*, San Joaquin County Superior
9 Court, Case No. STK-CV-UOE-2018-0012758; *Garcia v. Continental Intermodal Group LP dba CIG*
10 *Logistics*, Kern County Superior Court, Case No. BCV-19-102776; *Tourchette adv. Finelite, Inc.*, Alameda
11 County Superior Court, Case No. RG19022885; *Touch v. Presidio Components, Inc.*, Kern County Superior
12 Court, Case No. BCV-20-101005; *Johnston v. Environmental Logistics, Inc.*, Kern County Superior Court,
13 Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste Minimization, Inc.*, Kern County Superior
14 Court, Case No. BCV-19-102248-SDS; *Priess v. Fiore Management LLC dba Canndescent*, Kern County
15 Superior Court, Case No. BCV-20-100930; *Alcantar v. Bay Equity LLC*, Marin County Superior Court,
16 Case No. CIV1903376; *Spier v. Gibbs International, Inc.*, Kern County Superior Court, Case No. BCV-19-
17 101774-DRL; *Borghi v. Goldco Direct LLC dba Goldco Precious Metals*, Ventura County Superior Court,
18 Case No. 56-2019-00533053-CU-OE-VTA; *Williams v. Aetna, Inc., et al.*, Alameda County Superior
19 Court, Case No. RG19004083; *Singh v. Ryzen*, Alameda County Superior Court, Case No. RG19039158;
20 *Hoshaw v. Sutherland Healthcare*, Los Angeles County Superior Court, Case No. 19STCV33165; *Hart v.*
21 *Zazzle, Inc.*, San Mateo County Superior, Court Case No. 20-CIV-01321; *Stacy v. Branded Group, Inc.*
22 Kern County Superior Court, Case No. BCV-21- 100443-BCB; *Angeles v. iKrusher, Inc.*, Los Angeles
23 County Superior Court, Case No. MSC20-01312, *Zuniga v. Central Valley Concrete, Inc.*, Merced County
24 Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power Services Corp.*, Merced County Superior
25 Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A Distributors*, San Bernardino County Superior Court,
26 Case No. CIVDS1938970; *Bandril v. Plastikon Industries*, Alameda County Superior Court, Case No.
27 RG19038227; *Williams v. National Construction Rentals, Inc.*, Alameda County Superior Court, Case No.

1 RG20075904; *Pho v. Kruger Foods, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-
2 2020-0002099; *Collins v. Mobile Medical Examination Services, LLC dba MEDXM*, Orange County
3 Superior Court, Case No. 30-2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC, et al.*, San
4 Bernardino County Superior Court, Case No. CIVDS1915438 (Consolidated with Case No.
5 CIVDS2023661); *Weber v. Sunrise Medical (US) LLC*, Merced County Superior Court, Case No. 20CV-
6 01461 (Consolidated with Case No. 20CV-01707); *Flores v. Rivermaid Trading Company*, San Joaquin
7 County Superior Court, Case No. STK-CV-UOE-2020-0008623; *Guzman v. Bentley Mills, Inc.*, Los
8 Angeles County Superior Court, Case No. 20PSCV00789; and *Ferrara v. South Coast Winery, Inc.*,
9 Riverside County Superior Court, Case No. CVRI2101920 (Consolidated with Case Nos. CVRI2102449
10 and MCC2001498).

11 STANLEY PARK'S EXPERIENCE AND QUALIFICATIONS

12 64. Stanley J. Park graduated from the University of California at Los Angeles in 2008 with a
13 Bachelor of Arts in English. Mr. Park attended Southwestern Law School and graduated in 2017. Mr. Park
14 was admitted to the California State Bar as an attorney in January 2021.

15 65. Mr. Park began practicing Plaintiff-side wage and hour class and representative actions in
16 April 2023 and joined Moon Law Group, PC in January 2024. Mr. Park has served as a handling attorney
17 on the following matters that successfully settled and are in the process of obtaining or have obtained
18 preliminary or final approval: *Wyatt-Williams v. Exceptional Children's Foundation*, Los Angeles County
19 Superior Court Case No. 22STCV34952; *Stanley v. Orchard Post Acute*, Fresno County Superior Court
20 Case No. 23CECG01075; *Hearell v. D.G. Smith Enterprises, Inc.*, Sacramento County Case No. 34-2021-
21 00306690; *Quintero v. Kan Can USA, Inc.*, Los Angeles County Case No. 23STCV06932; *Trejo v. Lencioni*
22 *Farm Services, Inc.*, Kern County Superior Court Case No. BCV-21-101136; *Bejgi v. PK Management,*
23 *LLC*, Sacramento County Case No. 23CV013953; *Chavez v. RBA Builders, Inc.*, Orange County Superior
24 Court Case No. 30-2022-01259829-CU-OE-CXC; *Garcia v. Richard Lopez Construction, Inc.*, Riverside
25 County Superior Court Case No. CVRI2301590; *Vazquez v. TSC Auto ID Technology America, Inc.*,
26 Orange County Superior Court Case No. 30-2023-01316485-CU-OE-CXC; *Villasenor v. J.P. Lamborn*
27 *Co.*, Fresno County Superior Court Case No. 22CECG02065; *Garcia v. United Payment Center, Inc.*, Los
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1 Angeles County Superior Court Case No. 23STCV13141; *Rocha v. Peahi Bay, LLC*, Stanislaus County
2 Superior Court Case No. CV-24-001444; *Fernandez v. DigitalPro, Inc.*, San Diego County Superior Court
3 Case No. 37-2023-00055446-CU-OE-CTL; *Robinson v. Behavioral Learning Network, LLC*, Los Angeles
4 County Superior Court Case No. 23STCV31856; *Ruiz v. Bright Sky Home Health Care*, San Bernardino
5 County Case No. CIVSB2217911.

6 66. Mr. Park's current billing rate is \$625.00 per hour, which is his usual hourly rate in wage and
7 hour litigations. Based on Mr. Park's 8 years of experience, his Laffey Matrix rate with a 2.53% adjustment
8 is \$860.23 per hour (\$839 Laffey Matrix rate + (2.53% x \$839)). (See Exh. 6.) As compared to the Laffey
9 Matrix rate and when considering his experience, Mr. Park's billing rate of \$625.00 per hour is reasonable.

10 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

11 67. As demonstrated by the foregoing, my office is qualified to handle this litigation because we
12 are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative
13 actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage-and-
14 hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval.
15 Including myself, Moon Law Group, PC is comprised of approximately 35 attorneys, all of whom are
16 actively and continuously practicing employment litigation, representing almost entirely employee-
17 plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts
18 throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a
19 high level of skill and knowledge in wage-and-hour class actions, PAGA representative actions, and labor
20 and employment law generally, the substantive (state and federal) and procedural law of which is
21 frequently evolving.

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

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

4 70. I respectfully submit that the attorneys of Moon Law Group, PC, myself included, are well
5 suited to act as Class Counsel in this action, and we have, and will continue to, vigorously represent the
6 interests of the Class. To my knowledge, we do not have any conflicts of interest with Plaintiffs, other Class
7 Members, or the proposed Administrator, and we are not related to Plaintiffs. We respectfully request to be
8 appointed as Class Counsel, for settlement purposes.

9 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

10 71. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to 1/3 of
11 the Gross Settlement Amount (i.e., no less than \$500,000.00, subject to potential increase under the escalator
12 clause) and litigation costs up to \$30,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees
13 can be justified under either the lodestar method or the percentage/common fund recovery method. however,
14 we base the proposed fees award on the percentage method, as many of the entries in the time records will
15 have to be redacted to preserve attorney-client and attorney work product privileges.

16 72. Pursuant to a Joint Prosecution and Fee-Sharing Agreement between Moon Law Group, PC and
17 the Law Offices of Ramin R. Younessi, APLC, and as consented to in a signed writing by Plaintiffs (the
18 "JPA"), the firms will split the award for attorneys' fees with 75% to Moon Law Group, PC and 25% to the
19 Law Offices of Ramin R. Younessi, APLC, regardless of whether the award is based on a common fund or
20 lodestar analysis. As to costs, the JPA states that the firms will be reimbursed in full to the extent possible
21 for their respective costs actually incurred.

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

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

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

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

19 77. As of the drafting of this motion, my office has incurred \$14,623.61 in expenses litigating this
20 action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably
21 necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs
22 are below the maximum amount allowed under the Settlement, the difference will revert to Participating
23 Class Members. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

24 78. My office invested significant time and resources into the case, with payment deferred to the
25 end of the case, and then, of course, contingent on the outcome. My office's efforts have included, and will
26 include following preliminary and final approval, without limitation, the following:
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- (a) Numerous interviews with Plaintiff Osorio and Plaintiff Manjarrez and review of documents provided by them;
- (b) Extensive “meet and confer” correspondence and discussions with co-counsel regarding litigation strategy;
- (c) Legal research and investigation regarding Defendant’s business and employment practices at numerous points in the litigation;
- (d) Preparation and submission of Plaintiff Osorio’s and Plaintiff Manjarrez’s PAGA notices;
- (e) Preparation, finalization, and filing of multiple drafts of the original class action complaint and subsequent amended complaints;
- (f) Extensive “meet and confer” correspondence and discussions with Defense Counsel regarding mediation and to obtain relevant documents and information through informal discovery;
- (g) Research and preparation of Plaintiffs’ mediation brief;
- (h) Analysis of the discovery production and preparation of a damages model with the aid of a statistics expert;
- (i) Attendance and active participation at a full day of mediation;
- (j) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- (k) Preparation of the motion for preliminary approval and the accompanying filings;
- (l) Anticipated preparation for and attendance at the preliminary approval hearing;
- (m) Anticipated conferring with co-counsel, Defense Counsel, and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;
- (n) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;
- (o) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and
- (p) Anticipated responding to Class Member inquiries and communicating with Plaintiff Osorio and Plaintiff Manjarrez regarding the case.

79. Through the efforts of my office, the office of co-counsel, and Plaintiffs in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* \$1,500,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe that, without the efforts of my office, the office of co-counsel, or Plaintiffs, the Labor Code and Wage Order violations alleged in the complaints would have gone completely unremedied.

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

Kane Moon