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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO**
11

12 MARIBEL HERNANDEZ, individually, and on
behalf of all others similarly situated,

13 Plaintiff,

14
15 vs.

16 HIGH DESERT PSYCHOLOGICAL
17 SERVICES, INC.; and DOES 1 through 10,
inclusive,

18 Defendants
19

Case No.: CIVVS2500081

**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
Memorandum of Points and Authorities, the
Declaration of Plaintiff, the Declaration of Lisa
Mullins, and [Proposed] Preliminary Approval
Order]*

PRELIMINARY APPROVAL HEARING:

Date: December 3, 2026

Time: 8:30 a.m.

Dept.: S32

Judge: Hon. Wilfred J. Schneider, Jr.

Action Filed: January 2, 2025

Trial Date: Not Set

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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 Maribel Hernandez (“Plaintiff”) and the putative Class. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

CASE BACKGROUND

2. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff seeks to represent a class of all persons currently or formerly employed by Defendant High Desert Psychological Services, Inc. (“Defendant”) (together with Plaintiff, the “Parties”) in the State of California as non-exempt employees during the period from January 2, 2021 to August 1, 2026, as set forth in the Class and Representative Action Settlement Agreement (the “Settlement”). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. The proposed Class Notice is attached to the Settlement as **Exhibit A**.

3. Defendant operates a comprehensive mental health clinic that provides counseling, psychiatric medication management, and psychological testing services. Defendant employed Plaintiff and other putative Class Members in California during the putative Class Period.

4. Plaintiff's claims for unpaid minimum and overtime wages stem from allegations that Defendant failed to incorporate nondiscretionary bonuses and other remuneration into the regular rate of pay for purposes of paying Class Members overtime wages, meal break premiums, and sick pay, and that Defendant required Class Members to perform work off-the-clock without compensation. Plaintiff's meal and rest period claims are based on allegations that Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-code-compliant breaks. Plaintiff further brings a claim for unreimbursed necessary business expenses based on allegations that Class Members were required to use their personal cellphones to communicate with their supervisors for business purposes, without reimbursement for the same. Finally,

1 Plaintiff also brings derivative claims for waiting time penalties, wage statement violations, unfair
2 business practices, and civil penalties under PAGA.

3 5. On January 2, 2025, Plaintiff commenced this action by filing a wage and hour class action
4 complaint, alleging causes of action against Defendant for (1) failure to pay minimum wages; (2) failure
5 to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest
6 breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at
7 termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices.

8 6. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice
9 to Defendant and the LWDA by sending a PAGA notice on November 28, 2024. A true and correct copy
10 of Plaintiff's PAGA notice is attached hereto as **Exhibit 2**.

11 7. On March 6, 2025, Plaintiff filed a First Amended Class Action and PAGA Representative
12 Action Complaint, adding a representative cause of action seeking civil penalties pursuant to Labor Code
13 section 2699, et seq. The First Amended Complaint is the operative complaint in the action (the
14 "Operative Complaint").

15 8. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations.
16 Defendant argues the putative Class was paid all minimum wages, overtime wages, sick pay, and meal
17 period premiums owed, including at the correct regular rate of pay, and that Defendant did not require or
18 permit its employees to work off-the-clock. Defendant maintains compliance with all its meal and rest
19 period obligations. As for the unreimbursed business expenses, Defendant denies that Class Members
20 incurred necessary business expenses for which they were not reimbursed. To the extent Class Members
21 received wage statements that were allegedly inaccurate, Defendant asserts Class Members suffered no
22 actual damage or harm as a result, and that there was no knowing or intentional violation. (*See, e.g.,*
23 *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12-05860 CRB, 2013 WL 622032, at *10
24 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and
25 accurate wage statements, and the omission of the required information alone is not sufficient."].) With
26 respect to Plaintiff's claim for waiting time penalties, Defendant alleges its good-faith belief that it paid
27 all wages precludes the imposition of waiting time penalties since Plaintiff cannot prove Defendant's
28 alleged failure to pay all final wages at the time of separation was "willful." (*See, e.g., Pedroza v.*

1 *PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED CV 11–298 GHK (DTBx), 2012 WL 9506073, *5.) For
2 these reasons, Defendant claims it did not engage in any unfair business practices and denies liability
3 under PAGA. Defendant also maintains the claims are improper for class treatment and reserves the right
4 to contest certification on any available ground.

5 DISCOVERY AND INVESTIGATION

6 9. Following the filing of the First Amended Complaint, the Parties met and conferred
7 regarding an agreement to mediate Plaintiff’s claims. The Parties agreed to mediate with Tripper Ortman,
8 an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to an
9 informal exchange of documents and information. Prior to mediation, Plaintiff obtained from Defendant,
10 through informal discovery, information sufficient to meaningfully evaluate the claims at issue in the
11 action, including applicable written policies and procedures, Plaintiff’s personnel file, time and
12 corresponding payroll records for putative Class Members, and information regarding the estimated
13 numbers of current and former employees, Workweeks, PAGA Pay Periods, and the average hourly rate
14 of pay.

15 10. In preparation for mediation, Class Counsel reviewed and analyzed all the information
16 Defendant provided, including the time and payroll records and documents regarding Defendant’s wage
17 and hour policies and practices. In conjunction with their factual investigation, Class Counsel also
18 investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly,
19 Class Counsel were able to evaluate the probability of class certification, success on the merits, and
20 Defendant’s maximum and realistic monetary exposure for all claims. Thus, Plaintiff’s and her Counsel’s
21 familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act
22 intelligently in negotiating the Settlement.

23 SETTLEMENT NEGOTIATIONS

24 11. Mediation occurred on May 13, 2026. The settlement negotiations were at arm’s length and,
25 although conducted in a professional manner, were adversarial. The Parties went into the mediation
26 before Tripper Ortman, an experienced class and PAGA action mediator, willing to explore the potential
27 for a settlement of the dispute, but each side was also prepared to litigate its position through trial and
28 appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the

1 strengths and weaknesses of Plaintiff's claims and Defendant's defenses, the Parties reached a settlement,
2 the material terms of which are encompassed within the Settlement.

3 12. To the best of my knowledge, I am not aware of any individual, representative, or class
4 action in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted in
5 this action on behalf of a class or group of individuals who would also be members of the putative Class,
6 as defined in this matter. I have come to the foregoing conclusion after a reasonable inquiry and review
7 of the LWDA's PAGA Case Search website, this Court's case search website, and other information
8 reasonably available online. Additionally, Defendant has not indicated there is any other related case
9 pending as of the date of this declaration. As such, I am unable to name any case or the definition of a
10 class of parties on whose behalf any action was brought that would overlap with the putative Class, as
11 defined in this matter, or would otherwise be extinguished or adversely affected by approval of this
12 Settlement.

13 13. In compliance with Labor Code section 2699, Class Counsel submitted to the LWDA a
14 notice of settlement and a copy of the proposed Settlement Agreement. A true and correct copy of the
15 LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**. To date, the LWDA has not
16 indicated any intent to investigate the allegations, intervene in the litigation, or objection to the proposed
17 Settlement.

18 14. The key financial terms of the Settlement are as follows:

19 Gross Settlement Amount ("GSA")	\$250,000.00, non-reversionary, subject to the escalator
20	clause
21 Deductions from GSA	
22 Class Representative Enhancement	Not to exceed \$5,000.00
23 Payment	
24 Class Representative General Release	Not to exceed \$5,000.00
25 Payment	
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Class Counsel Fees Payment	One-Third of the GSA (currently estimated to be \$83,333.33; this amount is subject to increase if the Escalator Clause is triggered)
Class Counsel Litigation Expenses Payment	Not to exceed \$30,000.00
Administration Expenses Payment	Not to exceed \$7,350.00
PAGA Penalties	\$25,000.00 (to be distributed as: 65%, or \$16,250.00, to the LWDA; and 35%, or \$8,750.00, to Aggrieved Employees). The estimated average Individual PAGA Payment based on an estimated 76 Aggrieved Employees is \$115.13. Actual amounts of Individual PAGA Payments will be based on the number of PAGA Period Pay Periods worked by each Aggrieved Employee.
Estimated Net Settlement Amount (“NSA”)	\$94,316.67. The estimated average Individual Class Payments based on approximately 160 Class Members is \$589.48. Actual amounts of Individual Class Payments will be based on the number of Workweeks worked by each Class Member.
Employer-Side Payroll Taxes	Defendant agrees to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.

(a) The Gross Settlement Amount is \$250,000.00, non-reversionary, and subject to potential increase under an escalator clause. (Settlement, ¶ 3.1.)

(b) The Settlement includes a Class Representative Enhancement Payment to Plaintiff in an amount up to \$5,000.00 from the Gross Settlement Amount, subject to the Court’s approval, and

1 in addition to the Individual Class Payment and Individual PAGA Payment she is eligible to
2 receive. (*Id.* at ¶ 3.2.1.) This enhancement payment is for Plaintiff initiating and providing services
3 in support of the Action. (*Id.* at ¶¶ 1.14–1.15.) The Settlement also includes a Class Representative
4 General Release Payment to Plaintiff in an amount up to \$5,000.00 in exchange for her general
5 release of all claims arising out of her employment with Defendant. (*Id.* at ¶¶ 1.16, 3.2.1.) If the
6 Court approves either payment in an amount less than requested, the Administrator will retain the
7 remainder in the Net Settlement Amount. (*Id.* at ¶ 3.2.1.)

8 (c) The Settlement provides for a Class Counsel Fees Payment of up to one-third of the
9 Gross Settlement Amount, currently estimated to be \$83,333.33, for Class Counsel’s attorneys’
10 fees, and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. (*Id.* at ¶
11 3.2.2.) If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
12 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder
13 to the Net Settlement Amount. (*Id.*) At this time, my firm has incurred \$17,389.44 in costs, and a
14 true and correct copy of these litigation costs is attached hereto as **Exhibit 4**. Additionally, my
15 firm may incur further reasonably necessary costs through final approval, subject to the
16 \$30,000.00 maximum provided in the Settlement.

17 (d) The Parties jointly appoint ILYM Group, Inc. as the neutral entity to administer this
18 Settlement. (*Id.* at ¶ 1.2.) The Settlement provides that the Administrator will be paid an
19 Administration Expenses Payment from the Gross Settlement Amount, in an amount up to
20 \$7,350.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.3.) To the extent
21 actual expenses are less and/or the Court approves payment less than the requested amount, the
22 Administrator will retain the remainder in the Net Settlement Amount. (*Id.*) A true and correct
23 copy of the Administrator’s flat fee bid of \$7,350.00 is attached heretoas **Exhibit 5**.

24 (e) The Settlement provides for PAGA Penalties in the amount of \$25,000.00, which will
25 be distributed sixty-five percent (65%) (\$16,250.00) to the LWDA through the LWDA PAGA
26 Payment and thirty-five percent (35%) (\$8,750.00) to Aggrieved Employees through Individual
27 PAGA Payments. (*Id.* at ¶ 3.2.5.) Each Aggrieved Employee will be entitled to his or her pro rata
28

1 share of the Individual PAGA Payments that is directly proportional to the number of PAGA Pay
2 Periods during which the Aggrieved Employee worked in the PAGA Period. (*Id.* at ¶ 3.2.5.a.)

3 (f) The “Net Settlement Amount” means the Gross Settlement Amount, less the following
4 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
5 Payment, the Class Representative Enhancement Payment, the Class Representative General
6 Release Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
7 Payment, and the Administration Expenses Payment. (*Id.* at ¶ 1.29.) The remainder is to be paid
8 to Participating Class Members as Individual Class Payments. (*Id.*) The Administrator will
9 disburse the entire Gross Settlement Amount without asking or requiring Participating Class
10 Members or Aggrieved Employees to submit any claim as a condition of payment. (*Id.* at ¶ 3.1.)

11 (g) Twenty percent (20%) of each Participating Class Member’s Individual Class Payment
12 will be allocated to settlement of wage claims (the “Wage Portion”). (*Id.* at ¶ 3.2.4.a.) Eighty
13 percent (80%) of each Participating Class Member’s Individual Class Payment will be allocated
14 to settlement of claims for interest and statutory penalties (the “Non-Wage Portion”). (*Id.*)

15 (h) The estimated Net Settlement Amount available for Participating Class Members is
16 \$94,316.67. The estimated average Individual Class Payment based on approximately 160 Class
17 Members is \$589.48. From the \$8,750.00 in Individual PAGA Payments to Aggrieved Employees,
18 the estimated average Individual PAGA Payment based on approximately 76 Aggrieved
19 Employees is \$115.13. Actual amounts of Individual Class Payments and Individual PAGA
20 Payments will be based on the number of Workweeks and PAGA Pay Periods worked by each
21 Class Member and Aggrieved Employee, respectively.

22 (i) Any settlement payments remaining uncashed following the 180-day check-cashing
23 period will be voided and cancelled by the Administrator, and the funds represented by those
24 checks will be transmitted to the California Controller’s Unclaimed Property Fund in the name of
25 each Class Member or Aggrieved Employee to whom the check was issued, leaving no unpaid
26 residue. (Settlement, ¶¶ 4.4.1, 4.4.3.)

27 15. Defendant shall fully fund the Gross Settlement Amount of \$250,000.00 and the amounts
28 necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator

1 within thirty (30) calendar days after the Effective Date of the Settlement, provided that, if an appeal of
2 the Judgment is filed, Defendant shall fund the Gross Settlement Amount within thirty (30) business days
3 after the Judgment is affirmed. (*Id.* at ¶ 4.3.) The “Effective Date” means the date by which both of the
4 following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the
5 Judgment is final. (*Id.* at ¶ 1.20.) The Judgment is final as of the latest of the following occurrences: (a)
6 if no Participating Class Member objects to the Settlement, the day after the deadline for filing a notice
7 of appeal from the Judgment; (b) if one or more Participating Class Members objects to the Settlement,
8 the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from
9 the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. (*Id.*)

10 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

11 16. Class Counsel have conducted a thorough investigation into the facts of this case. Based on
12 the foregoing document and information exchange and on their own independent investigation and
13 evaluation, Class Counsel are of the opinion that the proposed Settlement is fair, reasonable, and
14 adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial
15 risk, appellate risk, and the defenses that Defendant may assert both to certification and on the merits,
16 the Settlement is in the best interests of the Class.

17 17. Based on Class Counsel’s review and analysis of the time, payroll, and additional records
18 and information provided by Defendant, and on information from Plaintiff, Class Counsel evaluated and
19 estimated Defendant’s maximum and realistic risk-adjusted exposure. Based on a review of its records,
20 Defendant estimates there are a total of 7,021 Workweeks during the Class Period, and 2,326 PAGA Pay
21 Periods during the PAGA Period. Additionally, Defendant’s payroll data showed there are an estimated
22 160 Class Members, 76 Aggrieved Employees, 49 former employees falling within the three-year statute
23 of limitations (“SOL”) period for waiting time penalties, 76 employees falling within the statutory period
24 for inaccurate wage statement penalties, and that Class Members’ average hourly rate is approximately
25 \$21.56.

26 Accordingly, I calculated Defendant’s potential exposure as follows:

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Claim	Relevant Time Period	Rate	Number of Violations	Realistic Exposure Amount
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Unpaid Wages (Regular Rate Issue)	7,021 Workweeks	\$21.56 average regular rate of pay	Negligible, if any	Negligible, if any value
Unpaid Wages (Due to Off-the- Clock Work)	7,021 Workweeks	\$21.56 average hourly rate	2,925.42 hours (assuming 5 minutes off-the- clock)	\$15,768.00**
Meal Period Violations	7,021 Workweeks	\$21.56 average hourly rate	Assumes 25% violation rate	\$56,764.79*
Rest Period Violations	7,021 Workweeks	\$21.56 average hourly rate	Assumes 75% violation rate	\$141,911.96**
Unreimbursed Business Expenses	7,021 Workweeks	\$25.00 per month	Assumes \$25.00 per month	\$10,970.31**
Labor Code § 203	Based on approx. 49 terminated employees within the 3- year SOL	\$21.56 average hourly rate / 30-day max.	Assumes 8.0 hours/day	\$25,354.56***
Labor Code § 226	Based on approx. 76 employees within the 1- year SOL	\$50 per initial pay period /\$100 per subsequent pay periods /\$4,000 employee max.	Based on 2,326 pay periods within the 1-year SOL	\$22,880.00***
PAGA	Based on 2,326 pay periods within the 1- year SOL	\$100.00 per pay period	Based on 2,326 pay periods within the 1-year SOL	\$23,260.00***
Total				\$296,909.62
* These figures are discounted based on a 30% 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.¹				

¹ A discount 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 Findings of the Study of California Class Action Litigation, 2000-2006, available

1 18. Plaintiff's unpaid overtime claim is based, in part, on allegations that Defendant failed to
2 incorporate non-discretionary remuneration into Class Members' regular rate of pay for purposes of
3 paying overtime pay, meal break premium pay, and sick pay. However, Class Counsel reviewed the time
4 and payroll records Defendant produced and were unable to determine a Labor Code violation on a class-
5 wide basis. Defendant also argues the additional remunerations were discretionary, and therefore,
6 Defendant was not required to incorporate those payments into the regular rate. Accordingly, the regular
7 rate claim was determined to have **negligible, if any, value.**

8 19. Plaintiff's unpaid wages claim is also due, in part, to allegations that Defendant did not
9 compensate Class Members for all hours worked. Plaintiff alleges that she and Class Members were
10 required to continue working after clocking out, including by confirming patient appointments, verifying
11 patients' insurance coverage for the following day, and responding to work-related text messages from
12 their supervisors. For purposes of mediation, Class Counsel estimated Class Members spent an average
13 of five minutes off-the-clock per shift during the Class Period. Class Counsel then estimated that, based
14 on approximately 35,105 shifts, Defendant failed to pay Class Members for approximately 2,925.42
15 hours, resulting in a maximum potential liability of \$63,071.98. Defendant contended that all time
16 worked was compensated, and that proving any such claim would prove that this issue is highly
17 individualized and not susceptible to class-wide treatment. Additionally, "off-the-clock" claims are
18 difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this claim
19 – e.g. there are no records to be used as evidence. In light of these defenses, and for purposes of
20 settlement, Class Counsel discounted the maximum potential liability by 75% ($\$63,071.98 * .25$).
21 Accordingly, I arrived at **a realistic damage estimate of \$15,768.00 for the off-the-clock work claim.**

22 20. Plaintiff's meal period claim is based on allegations that due to the nature of their work,
23 Class Members' meal breaks were often short, late, interrupted, and sometimes missed altogether.
24 Plaintiff alleges that Class Members frequently missed meal periods during Saturday shifts because only
25

26 _____
27 at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) Moreover, discounting is particularly
28 warranted in this case because of the individualized and testimony-intensive nature of the wage claims and
the existence of valid and enforceable arbitration agreements that could bar or limit the likelihood of any
recovery whatsoever.

one employee was assigned to answer patient calls and could not leave the workstation, and that Class Members' meal periods were interrupted by work-related text messages and high volumes of incoming patient calls. For purposes of mediation, Class Counsel assumed a 25% violation rate based on approximately 35,105 shifts, resulting in an estimated maximum exposure of \$189,215.95. However, Defendant contends that its on-duty meal period policy for Saturday shifts was lawful because employees were the sole workers on site, that many compliant meal breaks were taken, and that where a violation appears, it was a result of employees voluntarily waiving their break rights. Defendant also argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant meal periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods. Therefore, I believe a 70% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of \$56,764.79 for the meal period claim.**

21. Plaintiff's rest period claim is based on allegations that due to the nature of their work, Class Members' rest periods were often short, late, interrupted, and sometimes missed altogether. For purposes of mediation, I assumed, based on information from Plaintiff, a 75% violation rate based on approximately 35,105 shifts, resulting in approximately 26,329 rest period violations and an estimated maximum exposure of \$567,647.85. Defendant maintains its compliance with all rest period obligations and that the putative Class was provided with the opportunity to take all rest periods to which they were entitled or otherwise voluntarily waived breaks. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant rest periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits, particularly as rest periods were not recorded nor are they required to be recorded under California law. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to rest periods. Therefore, I believe a

1 75% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived
2 at a realistic damage estimate of \$141,911.96 for the rest period claim.

3 22. The unreimbursed business expenses claim is based on the allegation that Defendant did not
4 reimburse Class Members for all expenses Class Members incurred in direct consequence of the
5 discharge of their duties. Plaintiff alleges that she and Class Members were required to use their personal
6 cellphones to communicate with their supervisors for business purposes. For purposes of mediation,
7 Class Counsel estimated that Class Members incurred \$25.00 per month in unreimbursed business
8 expenses. Based on 7,021 Workweeks, Class Counsel estimated that Defendant's maximum potential
9 liability is \$43,881.25. However, Defendant argues that it did not require its employees to use their
10 personal cellphones for work purposes and that this claim is improper for class treatment, in part, given
11 the individualized nature of assessing unreimbursed expenses and resulting damages. I acknowledge the
12 foregoing presents significant risk with certifying this claim and proof on the merits. Certification and
13 proof of this claim would require declarations from almost all Class Members and obtaining such
14 declarations potentially would reveal that each Class Member had a different experience with respect to
15 unreimbursed expenses. Therefore, I believe a 75% discount to the maximum exposure figure is
16 warranted. Applying this discount, I accordingly arrived at a realistic damage estimate of \$10,970.31
17 for the unreimbursed business expenses claim.

18 23. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
19 estimates Defendant's maximum potential exposure, prior to risk-adjustment, is \$714,945.60, which
20 breaks down as follows: \$253,545.60 for waiting time penalties for approximately 49 terminated Class
21 Members during the 3-year SOL; a \$228,800.00 penalty for inaccurate wage statements based on
22 approximately 76 Class Members within the 1-year SOL; and \$232,600.00 for PAGA penalties based on
23 the Court assessing a \$100 penalty for each pay period containing a violation (approx. 2,326 PAGA Pay
24 Periods). However, I believe it would be unrealistic to expect the Court to award the full exposure amount
25 given the discretionary nature of awarding penalties and given Defendant's defenses, including that any
26 failure to pay all final wages at the time of separation was not willful or intentional and that to the extent
27 Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered no actual resulting
28 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 \$225,415.06, awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 90% discount to each penalty (resulting in \$25,354.56 for waiting time penalties, \$22,880.00 for inaccurate wage statement penalties, and \$23,260.00 for PAGA penalties) and accordingly arrived at **a realistic damage estimate of \$71,494.56 for statutory and civil penalties.**

24. Using these estimated figures, Plaintiff predicted the *realistic* recovery for all claims, including penalties, would be \$296,909.62. This means the \$250,000.00 gross settlement figure represents approximately 84% of the realistic (*risk-adjusted*) recovery. This is an excellent result for the Class, particularly because, under the proposed Settlement Agreement, Class Members will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

25. While Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving the amounts of wages owed to each Class Member would be an expensive, time-consuming, and uncertain proposition.

26. Class Counsel are also of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

27. 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 her claims on a class-wide basis and 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.

28. 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 conducted extensive formal discovery. Moreover, preparation for class certification and a trial would remain for the Parties as well as the prospect of appeals in the

wake of a disputed class certification ruling for Plaintiff and/or any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

29. The Net Settlement Amount available for settlement payments is no less than **\$94,316.67** for an estimated Class size of **160 individuals**.² As a result, it is estimated each Participating Class Member is eligible to receive an average benefit of approximately **\$589.48** prior to tax withholdings on the wage portion of payments. Considering Class Members' average hourly rate is \$21.56, the average benefit is approximately **27.34 hours of work**. Additionally, it is estimated there are **76 Aggrieved Employees** who are each eligible to receive an estimated average of **\$115.13** from the total Individual PAGA Payments of \$8,750.00, which results in an estimated **PAGA Pay Period value of \$3.76** based on the estimated 2,326 PAGA Pay Periods during the PAGA Period. The actual amounts to Participating Class Members and Aggrieved Employees will vary based on each individual's duration of work during the Class Period or PAGA Period, respectively; thus, those who worked longer for Defendant during the relevant period will receive a benefit greater than the average estimated amount. The high and low range of payments to Class Members will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data and will be provided to the Court in a motion for final approval.

30. The proposed settlement of \$250,000.00 therefore represents a substantial recovery when compared to the reasonably forecasted recovery of the Class. 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 the Settlement amount of \$250,000.00 is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate.

THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

31. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated immensely with my office, and has taken many actions to protect the interests of the Class.

² The Net Settlement Amount is at least \$250,000.00 less the following: \$5,000.00 for the Class Representative Enhancement Payment, \$5,000.00 for the Class Representative General Release Payment, \$7,350.00 for the Administration Expenses Payment, \$25,000.00 for the PAGA Penalties to the LWDA and to Aggrieved Employees, \$83,333.33 for Class Counsel's attorneys' fees, and up to \$30,000.00 for Class Counsel's litigation costs. (Settlement, ¶¶ 1.29, 3.)

1 Plaintiff provided valuable information regarding her hours worked and what duties were performed
2 during those hours. Plaintiff also provided information regarding meal and rest periods taken and missed
3 by Plaintiff and other Class Members. Plaintiff participated in decisions concerning this action, assisted
4 in preparation for the full-day mediation session, and provided Class Counsel with the names and contact
5 information of potential witnesses in this action. Before we filed this case, Plaintiff worked with my
6 office to determine the viability of her claims. Plaintiff also provided information and documents relating
7 to her employment by Defendant. The information and documentation provided by Plaintiff was
8 instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided
9 for in the Settlement would have been impossible to obtain without her participation.

10 32. At the same time, Plaintiff faced many risks in adding herself as the Class Representative in
11 this matter. Plaintiff faced actual risks with her future employment, as putting herself on public record in
12 an employment lawsuit could also very well affect her likelihood for future employment. For example, a
13 search of Plaintiff's name will reveal this action, and as a result, many employers may likely forego
14 hiring Plaintiff in learning she sued a former employer.

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

21 34. This class action would not have been possible without the aid of Plaintiff, who put her own
22 time and effort into this litigation and placed herself at risk for the sake of the Class. The requested
23 service payment is therefore reasonable to compensate Plaintiff for her active participation in this lawsuit,
24 in addition to her general release of claims, both known and unknown, and waiver of section 1542 rights.

25 MY EXPERIENCE AND QUALIFICATIONS

26 35. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law
27 School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been
28

1 an Active Member in good standing continuously since then. I have been selected to Super Lawyers each
2 year from 2019 to 2023.

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

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

10 38. My current billing rate is \$950.00 per hour, which is my usual hourly rate for wage and hour
11 litigations. A \$950 per hour rate is reasonable considering my years of experience practicing in the highly
12 specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
13 <http://www.laffeymatrix.com/see.html>, [last visited Sept. 2, 2026].) The Laffey Matrix is a “well-
14 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
15 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
16 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
17 upwards based on “locality pay differentials” and the location of counsel’s office in California to
18 determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the
19 Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the
20 District of Columbia and San Francisco, California, where counsel’s office was located].) To determine
21 the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay
22 differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on
23 firm’s location in Los Angeles, California, the current locality pay differential of the Los Angeles-Long
24 Beach area is 36.47% and of the Washington-Baltimore-Arlington area is 33.94%, which results in a
25 difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA,
26 Effective January 12, 2026 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective
27 January 12, 2026.) True and correct copies of the Los Angeles-Long Beach and Washington-Baltimore-
28 Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 17+

1 years of experience, my Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey
2 Matrix rate + (2.53% x \$1,019)). (See Ex. 6.) Accordingly, my current billing rate of \$950 per hour is
3 reasonable.

4 39. I am experienced in prosecuting and defending employment matters, particularly class
5 actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on
6 wage, hour, and working conditions violations. In addition to the present case, I am also class counsel
7 for other wage and hour class action lawsuits pending in various California counties, including in state
8 and federal courts. The following is a list of some of our recent class action settlements that have received
9 preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size
10 approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class
11 size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size
12 approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size
13 approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500;
14 co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones*
15 *v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v.*
16 *ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel);
17 *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx))
18 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that
19 case, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and
20 successful litigators. Other courts have approved the attorneys’ current rates for the Moon & Yang, APC
21 attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173;
22 lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size
23 approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC No. BC702283) (class
24 size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx.
25 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx.
26 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300;
27 lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size
28 approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260;

lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

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

42. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's 11+ years of experience, his Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of \$900.00 per hour is reasonable.

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

- (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on all causes of action following contested briefing in a wage and hour class action.
- (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was granted in part.

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

44. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage and hour class and representative actions. His fee has been approved by Courts

1 throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of
2 over 100 wage and hour class actions, including obtaining preliminary and final approval of settlements.
3 A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the
4 following: *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Stanley Black &*
5 *Decker Wage and Hour Cases* (No. JCCP5218) (\$3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-
6 00042702-CU-OE-CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No.
7 21STCV16872) (\$2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000);
8 *Martinez, et al. v. Curative LLC* (No. 21STCV20778) (\$1,500,000); *Calderon v. Installed Building*
9 *Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No.
10 CGC-20-582921) (\$1,800,000); *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57);
11 *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit*
12 *Union* (No. 20CV02801) (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625)
13 (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The*
14 *Roman Catholic Bishop of Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.*
15 (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591) (\$1,250,000);
16 *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members); *Cha v. Center Point, Inc.* (No.
17 CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No. BC644129) (2,137 class
18 members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for 79 class members);
19 and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

20 JULIE S. OH'S EXPERIENCE AND QUALIFICATIONS

21 45. Julie S. Oh is an associate attorney at Moon Law Group, PC. Ms. Oh began working in
22 October 2021, and initially, her practice focused on individual FEHA and wrongful termination claims,
23 as well as wage-and-hour class and representative actions. Since September 2022, Ms. Oh shifted her
24 focus of practice to almost exclusively class and representative actions, involving claims related to
25 overtime and minimum wages, meal and rest break violations, improper wage statements, the California
26 Private Attorneys General Act, and unfair business practices.

27 46. Ms. Oh received her Bachelor of Arts in Political Science from the University of British
28 Columbia and her Juris Doctorate from California Western School of Law. Ms. Oh is a member in good

1 standing with the California State Bar and in the United States District Court for the Central, Eastern,
2 and Northern Districts.

3 47. Ms. Oh's current billing rate is \$700 per hour, which is her usual hourly rate in wage and
4 hour litigations. Ms. Oh's litigation experience includes, but is not limited to:

5 (a) In March 2025, Ms. Oh prepared the briefing in a wage and hour class action, *Barley,*
6 *Jr., et al. v. Mac Acquisition, LLC*, San Joaquin Superior Court, Case No. STK-CV-
7 UOE-2019-0006202, which resulted in the court granting summary judgment as to all
8 claims in favor of the plaintiffs.

9 (b) In January 2024, Ms. Oh prepared the Motion for Class Certification in the matter of
10 *Barley, Jr., et al. v. Mac Acquisition, LLC*, San Joaquin Superior Court, Case No. STK-
11 CV-UOE-2019-0006202, which resulted in a certification order on all causes of action
12 on June 2024.

13 (c) In October 2024, Ms. Oh briefed, argued, and prevailed on an opposition to demurrer
14 in the matter of *Foulks v. Browning-Ferris Industries of California, Inc.*, Los Angeles
15 County Superior Court, Case No. 23STCV07285, where the defendant sought to
16 dismiss the case based on federal preemption under Section 301 of the Labor
17 Management Relations Act.

18 (a) In March 2023, Ms. Oh prepared and argued an opposition to motion to compel
19 arbitration in the matter of *Pullin v. Emerald Valley Marketing, LLC*, Stanislaus
20 Superior Court, Case No. CV-22-0051471, which resulted in the Court denying the
21 defendant's motion in part, finding that the plaintiff's PAGA claims-both individual
22 and representative-are not subject to arbitration.

23 48. Based on Ms. Oh's 5 years of experience, her Laffey Matrix rate with a 2.53% adjustment is
24 \$640.81 per hour (\$625 Laffey Matrix rate + (2.53% x \$625). (*See* Ex. 6.) As compared to the Laffey
25 Matrix rate and when considering her experience, Ms. Oh's billing rate of \$700 per hour for this matter
26 is reasonable.

27 49. A selection of settled class and/or representative actions that have received preliminary
28 and/or final settlement approval, the resolution of which Ms. Oh assisted during her tenure with Moon

1 Law Group, PC, includes following: *Quijano et al. v. GXO Logistics Supply Chain, Inc., et al.*
2 (22STCV01988) (\$3,000,000.00); *Hamilton, et al. v. Magic Mountain, LLC* (20CV366750)
3 (\$3,000,000.00); *Birk v. Simpson Strong-Tie Company, Inc.* (22CV018199) (\$2,940,000.00); *Billings v.*
4 *Wind Youth Services, Inc., et al.* (34-2022-00327068-CU-OE-GDS) (\$1,535,000.00); *Calderon v.*
5 *Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) (\$1,500,000); *Martinez et al. v.*
6 *Curative, LLC, et al.* (21STCV20778) (\$1,450,000.00); *Cha v. Center Point* (CIV2102081)
7 (\$1,000,000.00); *Maciel v. Western Health Advantage* (34-2022-00329710-CU-OE-GDS)
8 (\$1,000,000.00); *Alvarez v. Los Angeles Philharmonic Association* (22STCV21979) (\$970,000.00);
9 *Almonte et al. v. Yosemite Meat Company, Inc., et al.* (STK-CV-UOE-2021-0000860) (\$850,000.00);
10 *Alvarez v. Tropicana Manufacturing Company, Inc.* (23STCV06663) (\$845,000.00); *Pitt v. The*
11 *Brigantine, Inc.* (37-2021-00035830-CU-OE-CTL) (\$760,000.00); *Hernandez v. Creating A Legacy, Inc.*
12 (CVRI2105846) (\$709,551.46); *Mendoza et al. v. Masonite Corporation* (5:21-cv-00025-SSS-KK)
13 (\$635,000.00); *Maul v. The Illumination Foundation* (30-2022-01241473-CU-OE-CXC) (\$550,000.00);
14 *Archila v. Labornow Inc., et al.* (21STCV21816) (\$512,803.50); *Butts v. Golden West Packaging Group,*
15 *LLC, et al.* (34-2021-00311468-CU-OE-GDS) (\$450,000.00 for 183 aggrieved employees); and
16 *Hernandez v. Superior Electrical Advertising, Inc.* (20STCV48834) (\$395,000.00 for 235 class
17 members).

18 JAMIE C. OSGANIAN’S EXPERIENCE AND QUALIFICATIONS

19 50. Jamie C. Osganian is an associate attorney at Moon Law Group, PC and represents
20 employees in all aspects of employment litigation, including wage-and-hour class and representative
21 actions involving claims related to overtime and minimum wages, meal and rest break violations,
22 improper wage statements, the California Private Attorneys General Act, and unfair business practices.
23 She received a bachelor’s degree from New York University, and a Juris Doctorate from Southwestern
24 Law School.

25 51. Ms. Osganian became an Active Member of the State Bar of California in December 2024
26 and has been an Active Member in good standing continuously since. Ms. Osganian’s billing rate is
27 \$450.00 per hour. Based on Ms. Osganian’s nearly two years of experience, her Laffey Matrix rate with
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1 a 2.53% adjustment is \$520.85 per hour (\$508 Laffey Matrix rate + (2.53% x \$508)). As compared to
2 the Laffey Matrix rate and when considering her experience, an hourly rate of \$450.00 is reasonable.

3 CLASS COUNSEL’S EXPERIENCE AND QUALIFICATIONS

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

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

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

25 55. To my knowledge, I do not have any conflicts of interest with Plaintiff, other Class Members,
26 or the proposed Administrator, and I am not related to Plaintiff. I respectfully submit that the attorneys
27 of Moon Law Group, PC, myself included, are well suited to act as Class Counsel in this action, and we
28

1 have, and will continue to, vigorously represent the interests of the Class. We respectfully request to be
2 appointed as Class Counsel, for settlement purposes.

3 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

4 56. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to
5 one-third of the Gross Settlement Amount (currently estimated to be \$83,333.33), plus reimbursement
6 for actual litigation costs not to exceed \$30,000.00. (Settlement, ¶ 3.2.2.) The proposed award of
7 attorneys' fees to Class Counsel in this case can be justified under either the lodestar method or the
8 percentage/common fund recovery method. Class Counsel, however, intend to base the proposed award
9 of fees on the percentage method as many of the entries in the time records will have to be redacted to
10 preserve attorney-client and attorney work product privileges.

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

15 58. It is further estimated that my office will need to expend at least another 50 to 100 hours to
16 monitor the process leading up to the final approval and payments made to the Class. My office also
17 bears the risk of taking whatever actions are necessary should Defendant fail to pay.

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

25 60. Because most individuals cannot afford to pay for representation in litigation on an hourly
26 basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency fee
27 basis, including Plaintiff in this matter. Pursuant to this arrangement, we are not compensated for our
28 time unless we prevail at trial or successfully settle our clients' cases. Because Moon Law Group, PC is

1 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case,
2 we cannot afford to represent an individual employee on a contingency basis if, at the end of our
3 representation, all we are to receive is our regular hourly rate for services. It is essential that we recover
4 more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue
5 representing other individuals in civil rights employment disputes.

6 61. As of the drafting of this motion, my office has incurred \$17,389.44 in expenses litigating
7 this action, and we anticipate accruing additional costs up to final approval. These expenses were
8 reasonably necessary to the litigation and were actually incurred by my office. Moreover, because total
9 litigation costs are below the maximum amount allowed under the Settlement, the difference will be
10 allocated to the Net Settlement Amount for distribution to Participating Class Members. (*Id.* at ¶ 3.2.2.)
11 Therefore, our costs should be reimbursed in full.

12 62. My office invested significant time and resources into the case, with payment deferred to the
13 end of the case, and then, of course, contingent on the outcome. My office's efforts included, without
14 limitation, the following:

- 15 (a) Numerous interviews with Plaintiff and review of documents provided by her;
- 16 (b) Legal research and investigation regarding the Defendant's practices at numerous points
17 in the litigation;
- 18 (c) Preparation and submission of Plaintiff's PAGA notice letter;
- 19 (d) Preparation, finalization, and filing of multiple drafts of the PAGA complaint, class action
20 complaint and First Amended Complaint;
- 21 (e) Extensive "meet and confer" correspondence and discussions with Defendant's counsel
22 to obtain relevant documents and information through informal discovery;
- 23 (f) Contacting witnesses;
- 24 (g) Research and preparation of Plaintiff's mediation brief;
- 25 (h) Attendance and active participation at a full day of mediation;
- 26 (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and
27 proposed Class Notice thereto; and
- 28 (j) Preparation of the motion for preliminary approval and the accompanying filings.

63. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of \$250,000.00 to compensate Class Members for the alleged unlawful wage and hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on September 18, 2026, at Los Angeles, California.

Kane Moon