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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JENNIFER JUAN, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

UNITED LAB SERVICES, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: CVRI2406552

CLASS AND REPRESENTATIVE ACTION

[Assigned for All Purposes to the Hon. Harold W. Hopp, Dept. 1]

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

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Plaintiff, the Declaration of
Sean Hartranft, and [Proposed] Preliminary
Approval Order]*

PRELIMINARY APPROVAL HEARING

Date: July 27, 2026
Time: 8:30 a.m.
Dept.: 1
Judge: Hon. Harold W. Hopp

Action Filed: November 19, 2024
Trial Date: Not Set

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1 cellular telephone use, and vehicle mileage. Finally, Plaintiff also brings derivative claims for waiting
2 time penalties, wage statement violations, unfair business practices, and civil penalties under the
3 Private Attorneys General Act (“PAGA”) pursuant to Labor Code sections 2698, *et seq.*

4 5. Because of Defendant’s alleged violations of various provisions of the Labor Code,
5 Plaintiff filed this class and representative action on November 19, 2024, which alleges that
6 Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime wages, (3)
7 failed to provide meal periods, (4) failed to authorize and permit rest periods, (5) failed to indemnify
8 necessary business expenses, (6) failed to timely pay all wages at termination, (7) failed to provide
9 accurate and itemized wage statements, and (8) engaged in unfair business practices.

10 6. Pursuant to PAGA, on November 9, 2024, Plaintiff gave written notice to the California
11 Labor and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations,
12 with certified mail service on Defendant, and paid the required filing fee. A true and correct copy of
13 Plaintiff’s PAGA Notice is attached hereto as **Exhibit 2**. On January 24, 2025, Plaintiff sent an
14 Amended PAGA Notice letter to Defendant via certified mail and the LWDA via online submission.
15 A true and correct copy of Plaintiff’s Amended PAGA Notice is attached hereto as **Exhibit 3**. On
16 February 18, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint to
17 add a cause of action for civil penalties under PAGA. For purposes of settlement, Plaintiff filed a
18 Second Amended Complaint (the “Operative Complaint”) on April 24, 2026, which the class
19 consistent with the Settlement. Plaintiff’s administrative exhaustion period under PAGA expired
20 without the LWDA indicating its intent to investigate the alleged violations. Pursuant to Labor Code
21 section 2699, subdivision (1)(1), Class Counsel submitted a file-stamped copy of Plaintiff’s complaint
22 that contained the Court-assigned case number to the LWDA.

23 7. Defendant ardently opposes the merits of this case and denies Plaintiff’s factual
24 allegations. Defendant asserts it complied with all its compensation obligations, including
25 compensating Class Members for any and all off-the-clock work and overtime work, and therefore,
26 Plaintiff and other Class Members were paid all wages owed. Defendant maintains compliance with
27 all its meal and rest period obligations, and that Plaintiff and the putative Class were provided with
28 the opportunity to take all meal and rest periods to which they were entitled or otherwise voluntarily

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

17 DISCOVERY AND INVESTIGATION

18 [Riverside CMO Section G(3)(a)(vi)]

19 8. Following the filing of the complaint, the Parties met and conferred and agreed to mediate
20 the action. The Parties agreed to mediate on January 20, 2026, and further agreed to a protocol for
21 an informal exchange of documents and information before the mediation. Prior to mediation,
22 Plaintiff obtained from Defendant, through informal discovery, documents and data that were
23 necessary and helpful to evaluate the claims asserted in this action. Defendant produced human
24 resource documents and policies, Plaintiff's complete time and pay records, as well as an estimated
25 47% sample size of the time records and payroll data of the Class which were reviewed, investigated,
26 and analyzed by Class Counsel and Plaintiff's expert. Defendant further provided crucial information
27 regarding the total approximate Class size, the estimated average hourly rate of pay for the Class, the
28

1 estimated number of current and former putative Class Members and Aggrieved Employees, and the
2 estimated number of workweeks and pay periods.

3 9. In preparation for mediation, Class Counsel reviewed and analyzed all the information
4 and documents Defendant had produced. Class Counsel retained a statistics expert to analyze the
5 sample records produced and prepare a damage analysis prior to mediation. Based on the data and
6 documents Defendant produced, Plaintiff's expert was able to prepare an analysis with a high degree
7 of certainty. In conjunction with their extensive factual investigation, Class Counsel also investigated
8 the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Class
9 Counsel were able to evaluate the probability of class certification, success on the merits, and
10 Defendant's maximum monetary exposure for all claims. Thus, Plaintiff and Class Counsel's
11 familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act
12 intelligently in negotiating the Settlement Agreement.

13 SETTLEMENT NEGOTIATIONS

14 10. On January 20, 2026, the Parties participated in a full day of private mediation before
15 Marc Feder, Esq., an experienced, professional, neutral, class action mediator. The settlement
16 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
18 the dispute, but each side was also prepared to litigate their position through trial and appeal if a
19 settlement had not been reached. After extensive negotiations and discussions regarding the strengths
20 and weaknesses of Plaintiff's claims and Defendant's defenses, the Parties reached a settlement, the
21 material terms of which are encompassed within the Settlement.

22 [Riverside CMO Section G(3)(a)(vii)]

23 11. To the best of my knowledge, I am not aware of any individual, representative, or class
24 action in this jurisdiction, or any other court or jurisdiction, asserting claims similar to those asserted
25 in this action on behalf of a class or group of individuals who would also be members of the putative
26 Class, as defined in this matter. I have come to this conclusion after a reasonable inquiry and review
27 of the LWDA's PAGA Case Search website, this Court's case search website, and other information
28 reasonably available online. Additionally, Defendant has not indicated there is any other related case

1 pending. As such, I am unable to name any case, the nature of any claims asserted in such case, or
2 the definition of a class of parties on whose behalf any action was brought that would overlap with
3 the putative Class, as defined in this matter, or would otherwise be extinguished or adversely affected
4 by approval of this Settlement Agreement.

5 12. In compliance with Labor Code section 2699, subdivision (l)(2), Class Counsel submitted
6 to the LWDA a notice of settlement and a copy of the Parties' proposed Settlement Agreement. A
7 true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit**
8 **4.**

9 13. The Administrator shall disburse the entire Gross Settlement Amount without asking or
10 requiring any Class Member to submit a claim as a condition of payment. (Settlement, ¶ 3.1.) Each
11 Class Member who does not opt-out will be entitled to his or her pro rata share of the Net Settlement
12 Amount that is directly proportional to the number of workweeks during which the Class Member
13 worked for Defendant during the Class Period. (*Id.* at ¶ 3.2.4.) Each Aggrieved Employee will be
14 entitled to his or her pro rata share of the PAGA Penalties that is directly proportional to the number
15 of PAGA Pay Periods during which the Aggrieved Employee worked for Defendant during the
16 PAGA Period. (*Id.* at ¶ 3.2.5.1.)

17 14. The Settlement includes a Class Representative Enhancement Award to Plaintiff, subject
18 to Court approval, up to \$7,500.00 for Plaintiff initiating the Action and providing services in support
19 of the Action. (*Id.* at ¶¶ 1.14, 3.2.1.) If the Court approves a Class Representative Enhancement
20 Award less than the amount requested, the Administrator shall allocate the remainder to the Net
21 Settlement Amount. (*Id.* at ¶ 3.2.1.)

22 15. The Settlement Agreement provides a Class Counsel Fees Payment of not more than one-
23 third of the Gross Settlement Amount, which is currently estimated to be \$106,666.66 and a Class
24 Counsel Expenses Payment of not more than \$20,000.00. (*Id.* at ¶ 3.2 .2.) At this time, Plaintiff's
25 costs are \$16,629.86, and a true and correct copy of Plaintiff's litigation costs to-the-date is attached
26 hereto as **Exhibit 5.**

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1 **[Riverside CMO Section G(3)(d)(i)]**

2 16. The Parties jointly agree to appoint APEX Class Action LLC (“APEX”) as the neutral
3 entity to administer this Settlement. (*Id.* at ¶ 1.2.) The Settlement Agreement provides the
4 Administrator will be paid an Administration Expenses Payment in an amount estimated not to
5 exceed \$8,750.00 for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.3.) Prior to
6 selecting APEX, Class Counsel solicited bids for estimated administration costs from different,
7 reputable settlement administrators, including APEX (not-to-exceed bid of \$8,750.00), Phoenix
8 Class Action Administration Solutions (bid of \$9,000.00), and ILYM Group, Inc. (bid of \$8,850.00).
9 The Parties jointly selected APEX as the proposed Administrator for its competitive price and the
10 Parties’ prior experiences with Apex’s thoroughness in its administrator duties. A true and correct
11 copy of the bid received from Apex is attached hereto as **Exhibit 6**.

12 17. **Funding of Gross Settlement Amount**. Within seven (7) calendar days of receipt of notice
13 of the entry of the Court's Final Approval Order, the Administrator shall provide Defendant with the
14 total amount of Defendant's employer-share of payroll taxes owed and the wiring and/or mailing
15 instructions. (*Id.* at ¶ 4.3.) Defendant will then fund the GSA and the employer's share of payroll taxes
16 in two (2) equal installments, as follows: (1) the first payment of 50% of the GSA shall be made by
17 December 31, 2026, or sixty (60) calendar days after final approval of the settlement by the Court,
18 whichever date is later; (2) the second payment of 50% of the GSA plus the employer's share of payroll
19 taxes shall be made 183 days after the first installment payment date. (*Id.* at ¶ 4.3.1-4.3.2.) If the 183rd
20 day falls on a weekend, the payment shall be made on the next business day. (*Id.* at ¶ 4.3.2.) Within
21 fourteen (14) calendar days after receipt of each installment payment under the Settlement, the
22 Administrator shall distribute the funds received from that installment by mailing checks for Individual
23 Class Payments and Individual PAGA Payments on a pro rata basis. (*Id.* at ¶ 4.4.)

24 18. **Plaintiff’s General Release**: Plaintiff and Plaintiff’s respective former and present spouses,
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally will release
26 and discharges Released Parties related from all claims transactions, or occurrences that occurred
27 during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could
28 have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims

1 that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint,
2 Plaintiff's PAGA Notices ("Plaintiff's Release"). (*Id.* at ¶ 5.1.) Plaintiff's Release does not extend to
3 any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
4 benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at
5 any time, or based on occurrences outside the Class Period. (*Id.*) Plaintiff acknowledges that Plaintiff
6 may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows
7 or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in
8 all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. (*Id.* at
9 ¶ 5.1.)

10 For purposes of Plaintiff's General Release, Plaintiff expressly waive and relinquish the
11 provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: A
12 GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
13 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
14 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
15 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
16 WITH THE DEBTOR OR RELEASED PARTY. (*Id.* at ¶ 5.1.1.)

17 **[Riverside CMO Section G(3)(e)(ii) – (iii)]**

18 19. Released Class Claims: All Participating Class Members, on behalf of themselves and their
19 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
20 assigns, release Released Parties from all claims alleged on behalf of Class Members or reasonably
21 could have been alleged on the facts and legal theories contained in the Operative Complaint during
22 the Class Period. (*See id.* at ¶ 5.2.) This Release does not extend to any claims or actions to enforce
23 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
24 security benefits, or workers' compensation benefits that arose at any time, or based on occurrences
25 outside the Class Period. (*Id.*)

26 **[Riverside CMO Section G(3)(e)(iv)]**

27 20. Released PAGA Claims: Plaintiff, on her own behalf and on behalf of the State of
28 California, alleged Aggrieved Employees and the LWDA will release all claims for civil penalties

1 under PAGA, based on the facts and Labor Code sections that were alleged or reasonably could have
2 been alleged in the PAGA Notices and the Operative Complaint. The release will be as to the Released
3 Parties (*Id.* at ¶ 5.3.)

4 **[Riverside CMO Section G(3)(e)(i)]**

5 21. Released Parties. “Released Parties” means: Defendant and each of its former and present
6 parent, affiliates, divisions, joint ventures; members; employees, agents; managing agents; benefit
7 plans/administrators; payroll companies/PEOs; directors, officers, shareholders, owners, attorneys,
8 insurers, predecessors, successors, assigns and subsidiaries. (*Id.* at ¶ 1.38.)

9 **THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

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

16 **[Riverside CMO Section G(3)(a)(i)]**

17 23. Based on Class Counsel’s review of the time, payroll, and additional records and
18 information provided by Defendant, on Plaintiff’s expert’s analysis of the sample time and payroll
19 records provided by Defendant, and on information from Plaintiff, Class Counsel evaluated
20 Defendant’s maximum potential exposure. The Settlement is based on the following demographics:
21 an estimated 376 Class Members who collectively worked a total of 6,567 Workweeks during the
22 Class Period, and approximately 248 Aggrieved Employees who worked a total of 3,794 PAGA Pay
23 Periods during the PAGA Period. (Settlement, ¶ 4.1.) Additionally, Class Counsel estimated that
24 Class Members’ average hourly rate was \$20.75 based on Defendant’s records and that there were
25 an estimated 310 former employees who fall within the three-year statute of limitations (“SOL”)
26 period for waiting time penalties, and an estimated 248 employees who worked a total of 3,794 pay
27 periods who fall within the one-year SOL period for inaccurate wage statement penalties.

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[Riverside CMO Section G(3)(a)(ii)]

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

Claim	Relevant Time Period	Rate	Number of Violations	Amount
Unpaid Wages (Regular Rate)	6,567 Workweeks	\$21.17 average regular rate	Violations based on expert analysis of records	\$234.50*
Unpaid Wages (Off the Clock)	6,567 Workweeks	\$20.75 average hourly rate	6,594 net unpaid hours (assuming 10 minutes per shift) (19.9% overtime)	\$22,565.95**
Meal Period Violations	6,567 Workweeks	\$20.75 average hourly rate	17,976 unique meal break violations	\$186,501.00*
Rest Period Violations	6,567 Workweeks	\$20.75 average hourly rate	9,393 unique rest break violations (assumes 25% violation rate for shifts of at least 3.5 hours)	\$29,235.71**
Unreimbursed Business Expenses	6,567 Workweeks	Assumes \$100.00 per month	Violations based on expert analysis of records	\$24,626.25**
Labor Code § 203	Based on approximately 310 terminated class members within the 3-year statute of limitations	\$20.75 average hourly rate / 30-day maximum	Violations based on analysis of records by expert (assumes 6.5 hours / day)	\$62,349.60***
Labor Code § 226	Based on approximately 248 class members within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee maximum	Based on 3,794 pay periods within the 1-year SOL	\$18,230.00***
PAGA	Based on 3,794 pay periods within the 1-year SOL	\$100.00 per pay period	Based on 3,794 pay periods within the 1-year SOL	\$18,970.00***
Total for Class Claims				\$362,713.01

* 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 15% 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.¹

[Riverside CMO Section G(3)(a)(iii)]

24. Plaintiff's unpaid wages claim is also based on allegations that Defendant failed to properly incorporate all non-discretionary remunerations into the regular rate of pay for purposes of paying Class Members overtime pay and sick pay. Plaintiff's expert reviewed the sample time and pay records and estimated that approximately 7.5% of pay periods included additional compensation and overtime pay and that approximately 0.9% of pay periods included additional compensation and sick pay. However, Plaintiff's expert calculated that there was a net overpayment of overtime, such that the estimated maximum exposure is \$469. Additionally, Defendant argues bonuses were discretionary, and therefore Defendant was not required to incorporate those payments into the regular rate. Due to the lack of written policies, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Therefore, I applied a 50% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of \$234.50 for the regular rate claim.**

25. Plaintiff's unpaid wages claim is also due, in part, to allegations that Defendant did not compensate Class Members based on actual time worked. Plaintiff alleges that Class Members used an online timekeeping system that did not allow them to record certain compensable time, including travel time before arriving at patient locations and time spent traveling between worksites. Plaintiff further alleges that Class Members performed additional off-the-clock work by responding to work-related communications through WhatsApp, answering calls from patients, and preparing or sanitizing equipment before or between patient visits. Plaintiff contends that these activities were

¹ A 70% or greater 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 at [http:// www.courts.ca.gov/documents/class-action-lit-study.pdf](http://www.courts.ca.gov/documents/class-action-lit-study.pdf).

1 performed for Defendant's benefit but were not fully recorded or compensated. Based on information
2 from Plaintiff, I assumed, for purposes of mediation, that each Class Member performed at least 10
3 minutes of uncompensated work each shift worked, and thereby arrived at 6,594 cumulative hours
4 of uncompensated work, 19.9% of which was overtime, for a total maximum potential exposure of
5 \$150,439.64. Defendant argues that employees were compensated for all hours worked and any time
6 worked off-the-clock is *de minimis*. Moreover, Defendant argues this claim is improper for class
7 treatment, in part, given the individualized nature of assessing any off-the-clock time and resulting
8 damages. Although I believe there is merit to Plaintiff's unpaid wage claim, I acknowledge the
9 foregoing presents significant risk with certifying this claim and proof on the merits. Certification
10 and proof of this claim would require declarations from Class Members and obtaining such
11 declarations potentially would reveal that each Class Member had a different experience with respect
12 to off-the-clock work. Therefore, I applied an 85% discount to the maximum exposure figure;
13 accordingly, I arrived at **a realistic damage estimate of \$22,565.95 for the off-the-clock claim.**

14 26. Plaintiff's meal period claim is based, in part, on allegations that due to the nature of their
15 work, putative Class Members' meal periods were regularly short, late, interrupted, or missed
16 altogether. Plaintiff's expert analyzed Defendant's sample records and calculated approximately
17 17,976 unique meal break violations, for a 57.3% violation rate. As a result, Plaintiff's expert
18 calculated Defendant's total maximum exposure to be \$373,002.00. Defendant maintains its
19 compliance with all its meal period obligations, and that the putative Class was provided with the
20 opportunity to take all meal periods to which they were entitled or otherwise voluntarily waived
21 breaks. Moreover, Defendant argues this claim is improper for class treatment, in part, given the
22 individualized nature of assessing non-compliant meal periods and resulting damages. Although I
23 believe there is merit to this claim, I acknowledge the foregoing presents significant risk with
24 certifying this claim and proof on the merits. Certification and proof of this claim would require
25 declarations from Class Members and obtaining such declarations potentially would reveal that each
26 Class Member had a different experience with respect to meal periods. Therefore, I believe a 50%
27 discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived
28 at **a realistic damage estimate of \$186,501.00 for the meal period claim.**

1 27. Plaintiff's rest period claim is based on allegations that due to the nature of their work,
2 Class Members' rest periods were often short, late, interrupted, and sometimes missed altogether.
3 Defendant did not record employee rest breaks; therefore, based on information from Plaintiff, I
4 assumed, for purposes of mediation, a 25% violation rate for shifts of at least 3.5 hours. Plaintiff's
5 expert thus estimated 9,393 unique rest period violations, resulting in a total maximum potential
6 exposure of \$194,904.75 for rest period premiums owed. Defendant maintains its compliance with
7 all its rest period obligations, and that the putative Class was provided with the opportunity to take
8 all rest periods to which they were entitled or otherwise voluntarily waived breaks. Moreover,
9 Defendant argues this claim is improper for class treatment, in part, given the individualized nature
10 of assessing non-compliant rest periods and resulting damages. Although I believe there is merit to
11 this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof
12 on the merits, particularly as rest periods were not recorded. Certification and proof of this claim
13 would require declarations from Class Members and obtaining such declarations potentially would
14 reveal that each Class Member had a different experience with respect to rest periods. Therefore, I
15 believe an 85% discount to the maximum exposure figure is warranted. Applying this discount, I
16 accordingly arrived at **a realistic damage estimate of \$29,235.71 for the rest period claim.**

17 28. Plaintiff's claim for unreimbursed business expenses is based on allegations that
18 employees were not reimbursed for expenses incurred in connection with their work, including for
19 the use of their personal cellphones and vehicles, and for the purchase and maintenance of tools,
20 equipment, PPE, uniforms, and supplies. Plaintiff alleges that Defendant's records reflect certain
21 mileage reimbursements, but do not show reimbursement for personal cellphone usage or for tools,
22 equipment, and supplies. Based on information from Plaintiff, I assumed, for purposes of mediation,
23 that Class Members spent on average \$100.00 per month on unreimbursed business expenses,
24 resulting in a total maximum potential exposure of \$164,176.00. However, Defendant maintains it
25 did not require the Class to incur any business-related expenses. Moreover, Defendant argues this
26 claim is improper for class treatment, in part, given the individualized nature of assessing any
27 unreimbursed expenses and resulting damages. Although I believe there is merit to this claim, I
28 acknowledge the foregoing presents significant risk with certifying this claim and proof on the

1 merits. This claim presents difficulties with certification because of the individualized nature of
2 employees' business expenses. Certification and proof of this claim would require declarations from
3 Class Members and obtaining such declarations potentially would reveal that each Class Member
4 had a different experience with respect to unreimbursed expenses. Therefore, I believe an 85%
5 discount to the maximum exposure figure is warranted; accordingly, I arrived at **a realistic damage**
6 **estimate of \$24,626.25 for the unreimbursed business expenses claim.**

7 29. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
8 estimates Defendant's maximum potential exposure, prior to discounting, is \$1,990,992.00. This
9 estimated amount was determined as follows: \$1,246,992.00 for waiting time penalties for
10 approximately 310 terminated Class Members during the 3-year SOL; a \$364,600.00 penalty for
11 inaccurate wage statements based on approximately 248 Class Members within the 1-year SOL; and
12 \$379,400.00 for PAGA penalties based on the Court assessing a \$100.00 penalty for each pay period
13 (based on an estimated 3,794 pay periods). However, I believe it would be unrealistic to expect the
14 Court to award the full exposure amount given the discretionary nature of awarding penalties and
15 given Defendant's defenses, including that any failure to pay all final wages at the time of separation
16 was not willful or intentional and that to the extent Plaintiff received wage statements that were
17 allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Furthermore, considering
18 the underlying wage claims are realistically estimated to be \$263,163.41, awarding such a
19 disproportional amount in penalties would also raise Due Process concerns. Weighing these factors,
20 I applied a 95% discount to each penalty (resulting in \$62,349.60 for waiting time penalties,
21 \$18,230.00 for inaccurate wage statement penalties, and \$18,970.00 for PAGA penalties) and
22 accordingly arrived at **a realistic damage estimate of \$99,549.60 for statutory and civil penalties.**

23 30. Using these estimated figures, Plaintiff predicted the *realistic* recovery for all claims,
24 including penalties, would be \$362,713.01. This means the \$320,000.00 maximum settlement
25 figure represents approximately 88% of the realistic maximum recovery. This is an excellent
26 result for the Class, particularly because, under the proposed Settlement Agreement, Class Members
27 will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.
28

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

4 32. I am also of the opinion that because the issues here are fairly contested, there is a
5 possibility of the Court not awarding PAGA penalties even if Plaintiff prevailed on the merits.

6 33. The Settlement Agreement obviates the significant risk that this Court may deny
7 certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff were able to pursue
8 her claims on a class-wide basis and obtain certification of all or some of the claims, continued
9 litigation would be expensive, involving a trial and possible appeals, and would substantially delay
10 and reduce any recovery by the Class.

11 34. This Settlement avoids the risks, burdens, and the accompanying expense of further
12 litigation. Although the Parties have engaged in a significant amount of investigation, informal
13 discovery, and class-wide data analysis, they have not conducted extensive formal discovery.
14 Moreover, preparation for class certification and a trial would remain for the Parties as well as the
15 prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or any
16 summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and
17 costs through trial.

18 **[Riverside CMO Section G(3)(a)(iv) – (v)]**

19 35. The Net Settlement Amount available for settlement payments is currently estimated to
20 be \$147,083.34 for an estimated Class size of 376 individuals.² **As a result, it is estimated each**
21 **Participating Class Member is eligible to receive an average benefit of approximately \$391.18**
22 **prior to tax withholdings on the wage portion of payments (\$147,083.34 / 376).** Considering
23 Class Members' average hourly rate is \$20.75, the average benefit is approximately 18.85 hours of
24 work. **Furthermore, it is estimated there are 248 Aggrieved Employees who will receive an**
25

26 ² The Net Settlement Amount is \$320,000.00 less the following: \$10,500.00 for Individual PAGA
27 Payments to the Aggrieved Employees, \$19,500.00 for the LWDA PAGA Payment, \$7,500.00 for the
28 Class Representative Enhancement Award to Plaintiff, up to \$106,666.66 for the Class Counsel Fees
Payment, up to \$20,000.00 for the Class Counsel Litigation Costs, and up to \$8,750.00 for the
Administration Expenses Payment. (Settlement Agreement, ¶¶ 1.25, 3.2.)

1 **estimated average of \$42.34 from the 35% share of the PAGA Penalties (\$10,500.00 / 248).** The
2 amounts to Participating Class Members and/or Aggrieved Employees will vary based on each
3 Participating Class Member's and/or Aggrieved Employee's duration of employment during the
4 Class Period or PAGA Period, respectively. Thus, those who worked longer for Defendant will
5 receive a benefit greater than the average estimated amount. Based on an estimated 6,567
6 Workweeks, the average Workweek value is \$22.40 (\$147,083.34 / 6,567 Workweeks). Assuming a
7 Class Member worked one Workweek, **the lowest class payment is estimated to be \$22.40 (1**
8 **Workweek x \$22.40 average Workweek value).** Assuming a class member worked 279
9 Workweeks (maximum number of weeks in the Class Period), **the highest-class payment is**
10 **estimated to be \$6,248.86 (279 Workweeks x \$22.40 average Workweek value).** Based on an
11 estimated 3,794 Pay Periods during the PAGA Period, the average pay period value is \$2.77
12 (\$10,500.00 / 3,794 Pay Periods). Assuming an Aggrieved Employee worked one Pay Period, **the**
13 **lowest PAGA payment to an Aggrieved Employee is estimated to be \$2.77 (1 Pay Period x \$2.77**
14 **average Pay Period value).** Assuming an Aggrieved Employee worked 62 Pay Periods (maximum
15 number of biweekly pay periods in the PAGA Period), **the highest PAGA payment is estimated to**
16 **be \$171.59 (62 Pay Periods x \$2.77 average Pay Period value).** The Administrator will calculate
17 the high and low range of payments to Class Members and Aggrieved Employees following
18 preliminary approval and receipt and processing of the Settlement Class data. Class Counsel will
19 provide more accurate estimates to the Court in Plaintiff's motion for final approval.

20 36. The proposed settlement of \$320,000.00 therefore represents a substantial recovery when
21 compared to Plaintiff's reasonably forecasted recovery. When considering the risks of litigation, the
22 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability,
23 and the probability of appeal, it is clear the Gross Settlement Amount is within the "ballpark" of
24 reasonableness, and that preliminary settlement approval is appropriate.

25 THE ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE

26 37. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has
27 cooperated immensely with my office and has taken many actions to protect the interests of the Class.
28 Plaintiff provided valuable information regarding her hours worked, and what duties were performed

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

10 38. At the same time, Plaintiff faced many risks in adding herself as the Class Representative
11 in this matter. Plaintiff faced actual risks with her future employment, as putting herself on public
12 record in an employment lawsuit could also very well affect her likelihood for future employment.

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

19 40. In the final analysis, this class action would not have been possible without the aid of
20 Plaintiff, who put her own time and effort into this litigation and placed herself at risk for the sake
21 of Class Members. The requested enhancement award for Plaintiff for her service as the Class
22 Representative is a relatively small amount of money considering her time and effort put into the
23 litigation and considering enhancements granted in other class actions. The requested incentive
24 award is therefore reasonable to compensate Plaintiff for her active participation and risks assumed
25 in this lawsuit.

26 MY EXPERIENCE AND QUALIFICATIONS

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

1 have been an Active Member in good standing continuously since then. I have been selected to Super
2 Lawyers each year from 2019 to 2025.

3 42. 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 43. For the past decade, I have built my practice to have an emphasis on employment and
7 related civil litigation cases and have both prosecuted and defended employment-related litigation
8 cases. I have been heavily, successfully, and continuously involved in active litigation and trial work,
9 and have conducted bench and jury trials on behalf of both employees and employers in wage and
10 hour cases.

11 44. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage and
12 hour litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing
13 in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey
14 Matrix, <http://www.laffeymatrix.com/see.html> [last visited July 1, 2026].) The Laffey Matrix is a
15 “well-established objective source for rates that vary by experience” used by the District of Columbia.
16 (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy
17 of the Laffey Matrix is attached hereto as **Exhibit 7**. California Courts have adjusted the Laffey
18 Matrix rate upwards based on “locality pay differentials” and the location of counsel’s office in
19 California to determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward
20 adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality
21 pay differential of the District of Columbia and San Francisco, California, where counsel’s office was
22 located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized
23 the locality pay differentials within the federal courts. (*Id.* at 921–22.) Using the same method here
24 and based on my firm’s location in Los Angeles, California, the locality pay differential of the Los
25 Angeles-Long Beach area is 35.84% and the locality pay differential of the Washington-Baltimore-
26 Arlington area is 33.26%, which results in a difference of approximately 2.5%. (*Compare* Judiciary
27 Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026 *with* Judiciary Salary Plan
28 of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los

1 Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as
2 **Exhibit 8** and **Exhibit 9**, respectively. Based on my 19 years of experience, my Laffey Matrix rate
3 with a 2.5% adjustment is \$1,044.48 per hour (\$1,019 Laffey Matrix rate + (2.5% x \$1,019)) (See Ex.
4 7.). Accordingly, my current billing rate of \$950.00 per hour is reasonable.

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

1 lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size
2 approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx.
3 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size
4 approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-
5 CV-UOE-2021-0000865) (class size 435; lead counsel).

6 ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

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

17 48. Mr. Feghali's current billing rate is \$900.00 per hour, which is his usual hourly rate in
18 wage and hour litigations. Based on Mr. Feghali's 11 years of experience, his Laffey Matrix rate with
19 a 2.5% adjustment is \$1,044.48 per hour (\$1,019 Laffey Matrix rate + (2.5% x \$1,019)). (See Ex. 7.)
20 As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing
21 rate of \$900.00 per hour is reasonable.

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

- 25 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et*
26 *al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which
27 resulted in a certification order on all causes of action following contested
28 briefing in a wage and hour class action.

- 1 (b) Mr. Feghali prepared the briefing in a contested class certification motion in
2 the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790),
3 which was argued and taken under submission by the Court on February 3,
4 2022.
- 5 (c) Mr. Feghali prepared the briefing in a contested class certification motion in
6 the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- 7 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class
8 certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc.,*
9 *et al.* (No. 19STCV44400), which was granted, in part, and denied, in part, in
10 October 2022.
- 11 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the
12 matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV
13 20-1448 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage
14 and hour class alleging that plaintiff's claims were pre-empted by the Labor
15 Management Relations Act.
- 16 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian*
17 *Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL
18 6333905, at *1. There, the Court of Appeal reversed a dismissal of an
19 individual defendant following the trial court's granting of a demurrer without
20 leave to amend relating to alter ego allegations.
- 21 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the
22 matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 13, 2018) No. 2:17-
23 cv-09056-RSWL-MRWx, 2018 WL 1352910. Defendants there sought to
24 remove the case based on the inclusion of a "sham defendant," but the court
25 agreed with Mr. Feghali's briefing which argued that the individual defendant,
26 who was alleged to have harassed the plaintiff under FEHA, was a proper
27 defendant.
28

1 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases
2 that settled for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the
3 foregoing, Mr. Feghali has resolved or assisted in the resolution of
4 approximately 100 cases which has resulted in millions of dollars of unpaid
5 wages being returned to low-wage employees.

6 (i) Mr. Feghali was part of a team that prepared the briefing in a contested class
7 certification motion in the matter of *Hernandez v. CR Laurence, Inc., et al.*
8 (No. 20STCV32372), which was granted, in part, and denied, in part, in
9 February 2024.

10 50. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing
11 employees in wage and hour class and PAGA representative actions. His fee has been approved by
12 Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and
13 resolution of over 100 wage and hour class actions, including obtaining preliminary and final
14 approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead
15 class counsel includes the following: *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876)
16 (\$5,000,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) (\$2,250,000);
17 *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000); *Aquino v.*
18 *Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No.
19 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-
20 OE-CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000);
21 *Fuentes v. Covid Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet,*
22 *Inc.* (No. 3:20-cv-03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801)
23 (\$1,100,000); *Hammers v. Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000); *Cuadras v. R.C.*
24 *Wendt Painting, Inc.* (No. BC705964) (\$1,400,000); *Zaragoza v. The Roman Catholic Bishop of*
25 *Fresno* (No. 22CV-00282) (\$1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) (\$1,200,000);
26 *Garcia v. Tri-Valley Plastering, Inc.* (No. 22CECG00591) (\$1,250,000); *Garcia v. Tapia Enter., Inc.*
27 (\$2,137,651 for 507 class members); *Cha v. Center Point, Inc.* (No. CIV2102081) (\$1,000,000);
28 *Sison v. Cha Hollywood Med. Ctr., L.P.* (No. BC644129) (2,137 class members); *Lagos v.*

1 *ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for 79 class members); and *Montoya v.*
2 *Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

3 H. SCOTT LEVIANT’S EXPERIENCE AND QUALIFICATIONS

4 51. H. Scott Leviant received his undergraduate degree from Occidental College. Graduating
5 *cum laude*, he majored in economics and received a “minor” emphasis in mathematics. Along with
6 his study of economics and mathematics, he also had an emphasis in physics. This combination of
7 scientific and economic education has been of assistance during his litigation of complex civil
8 actions. He received his Juris Doctor degree from the University of Southern California Law Center.

9 52. Mr. Leviant’s experience relevant to class action litigation includes the following:

- 10 (a) He has been involved in the litigation of class actions since 1997, working as a
11 law clerk on a number of class action matters. Since 1999, he has participated
12 as an attorney in the litigation of hundreds of class actions, in California
13 Superior Courts and in federal courts in California, Illinois, and Louisiana. He
14 emphasized litigation of wage and hour class actions beginning in 2005, but he
15 has focused on complex litigation of different types at all times since 1999.
- 16 (b) Dating back to 1999, some of the earliest cases in which he contributed to his
17 then-firm’s efforts as co-lead/liaison counsel include:
- 18 (a) *In re Paradise Memorial Park Litigation*, Los Angeles Superior Court Lead
19 Case No. BC130375; and,
- 20 (b) *In re Lincoln Memorial Park Litigation*, Los Angeles Superior Court Lead Case
21 No. BC133643
- 22 (c) He has litigated contested class certification motions multiple times, prevailing
23 on many. Examples include the following.
- 24 (a) In 2025, he certified multiple wage and hour claims against Sun Valley Group,
25 in the matter of *Duran v. Sun Valley Group*.
- 26 (b) In 2023, he certified a rest break claim against SMS Transportation, in the
27 matter of *Beard v. SMS Transportation*. Rest break claims are notably difficult
28 to certify.

- 1 (c) In 2023, he certified a regular rate claim against Downtown Women's Center,
2 in the matter of *Evans v. Downtown Women's Center*.
- 3 (d) In 2018, he certified wage and hour claims against Home Depot, in the matter
4 of *Utne v. Home Depot*, in the United States District Court, Northern District
5 of California. The contested certification resulted in a certified class of roughly
6 140,000 individuals.
- 7 (e) In 2019, he certified a Fair Credit Reporting Act claim related to employment
8 background checks against Wal-Mart Stores, Inc., in the matter of *Pitre v. Wal-*
9 *Mart Stores, Inc.*, in the United States District Court, Central District of
10 California. The contested certification resulted in a certified class of over
11 5,000,000 individuals.
- 12 (f) In 2018, he fully briefed a contested class certification motion in the matter of
13 *Harelsan v. U.S. Aviation*, in the United States District Court, Northern District
14 of California. After certification was fully briefed, the matter successfully
15 settled.
- 16 (g) In 2013, he certified an investment fraud suit, in the matter of *Larsen v.*
17 *Coldwell Banker*, in the United States District Court, Central District of
18 California.
- 19 (h) In 2012, he fully briefed a contested class certification motion, in the wage and
20 hour matter of *Gillings v. Time Warner*, in the United States District Court,
21 Central District of California. In that matter, summary judgment was granted
22 against my clients and the certification motion was deemed moot. I appealed
23 to the Ninth Circuit and obtained a reversal of the District Court's decision.
24 Upon remand, the matter settled.
- 25 (i) In approximately 2011, he fully briefed a contested class certification motion,
26 in the wage and hour matter of *Gomez v. Lincare, Inc.*, in the Superior Court of
27 California, County of Orange. Certification was denied. The result was
28 appealed, and a partial reversal was obtained.

- (j) In approximately 2008, he fully briefed a contested class certification motion, in the wage and hour matter of *Ghazaryan v. Diva Limousine, LTD.*, Superior Court of California, County of Los Angeles. Certification was denied. He appealed, handling all briefing, and, in *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal.App.4th 1524 (2009), pet. for rev. denied, he obtained a decision directing the trial court to certify the class. Ghazaryan is now widely cited, including by the California Supreme Court, as a comprehensive source for the standards applied to certification motions in California.
- (k) In approximately 2006, he fully briefed a contested class certification motion, in the wage and hour matter of *Laliberte v. Pacific Mercantile Bank*, Superior Court of California, County of Orange. Certification was denied. He appealed, handling all briefing. The published opinion of *Laliberte v. Pacific Mercantile Bank*, 147 Cal.App.4th 1 (2007), rev. denied, pet. for cert. den. resulted, and he petitioned for a Writ of Certiorari related to certification due process issues.
- (l) In approximately 2008, he assisted with briefing of a contested class certification motion, in the wage and hour matter, against the Automobile Club of Southern California (AAA). A class was certified and the matter tried
- (d) Mr. Leviant prosecuted appeals in more than 20 class action matters alone, arguing before the United States Court of Appeals for the Ninth Circuit Court and several of California's Courts of Appeal. He has taken several appeals through to Petitions for Writs of Certiorari to the United States Supreme Court. In connection with the appeals he has handled, he has participated in appeals resulting in decisions concerning or relating to class actions or wage and hour issues. Among others, those include:
- (a) *Camp v. Home Depot, U.S.A., Inc.*, 84 Cal. App. 5th 638 (October 24, 2022), rev. granted (February 1, 2023);
- (b) *Donohue v. AMN Services, Inc.*, (February 25, 2021) (amicus counsel)
- (c) *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. Jan.

- 29, 2019), pet. for rehearing and pet. for *en banc* rehearing den.;
- (d) *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), as modified on denial of reh'g (Aug. 29, 2018);
- (e) *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir. 2014);
- (f) *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal. App. 4th 1524 (2009), pet. for rev. denied;
- (g) *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007), rev. denied, pet. for cert. denied;
- (h) *Alvarez v. May Dept. Stores Co.*, 143 Cal. App. 4th 1223 (2006), rev. denied, pet. for cert. denied;
- (i) *Johnson v. Glaxosmithkline, Inc.*, 166 Cal. App. 4th 1497 (2008), rev. denied;
- (j) *Howard, et al. v. America Online, Inc.*, 208 F.3d 741 (9th Cir. 2000), pet. for cert. denied;
- (k) *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011) (amicus counsel);
- (l) *D. R. Horton, Inc. and Michael Cuda*, Case 12-CA-25764, 357 NLRB No. 184 (January 3, 2012) (amicus counsel). This NLRB matter is of particular note, as it is at the center of a dispute regarding the interplay between the Federal Arbitration Act (FAA) and two labor relations laws, the National Labor Relations Act (NLRA) and Norris-LaGuardia Act. Cases highlighting that issue have been accepted by the United States Supreme Court.
- (e) Mr. Leviant was the lead appellate author in a matter before the California Supreme Court that generated substantial interest in the field of wage and hour litigation. That matter, *Troester v. Starbucks Corporation*, resolved a significant issue of whether, under California law, a *de minimis* defense exists to the employer's obligation to pay all wages for all compensable time worked by an employee.
- (f) Mr. Leviant was the lead appellate counsel in a matter before the California

1 Court of Appeal (Sixth Appellate District) that generated substantial interest in
2 the field of wage and hour litigation. That matter, *Camp v. Home Depot, U.S.A.,*
3 *Inc.*, held that prior jurisprudence erroneously concluded that, under California
4 law, underpayment of wages as a result of rounding of time clock punches is
5 lawful so long as the rounding was neutral on its face and as applied. *Camp* is
6 now pending before the California Supreme Court but remains citable as
7 authority pursuant to an Order of the California Supreme Court.

8 (g) In addition to his work on complex litigation matters and class actions, he has
9 authored published articles and columns on issues related to class actions and
10 other litigation issues, including:

11 (a) H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J. 18 (2006),
12 at <http://blj.ucdavis.edu/article.asp?id=636> (May 1, 2006);

13 (b) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Where Troester Stops Not Even*
14 *Troester Knows*, DAILY JOURNAL (Los Angeles), July 2, 2019;

15 (c) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Unaccounted Time: Reading the*
16 *Tea Leaves of Troester*, DAILY JOURNAL (Los Angeles), September 12,
17 2018;

18 (d) Dennis F. Moss and H. Scott Leviant, *Class Actions: One step forward after*
19 *two steps back*, DAILY JOURNAL (Los Angeles), January 11, 2012;

20 (e) H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY JOURNAL
21 (Los Angeles), December 28, 2010;

22 (f) H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los Angeles), April
23 21, 2010;

24 (g) H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class Action*
25 *Defense?*, FORUM, January/February 2009

26 (h) H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-2010
27 (Ongoing series);

28 (i) H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to Bind*

- Judiciary*, Daily Journal (San Francisco), March 15, 2010;
- (j) H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los Angeles), December 2, 2009;
- (k) H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15, 2008;
- (l) H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los Angeles), May 4, 2007;
- (m) H. Scott Leviant, *A Bad Meal Deal: 'Brinker' Gets the Incentive Question Wrong*, DAILY JOURNAL (Los Angeles), August 6, 2008;
- (n) H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage Cases*, FORUM, January/February 2008;
- (o) H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional Element in a Comprehensive Litigation Plan*, ADVOCATE, April 2006;
- (p) H. Scott Leviant, *Improving Rule 12(b)(6) survival odds: Some considerations for effective RICO pleading*, CIVIL RICO REPORT, Volume 15, Number 22, April 26, 2000 (LRP Publications).
- (h) In addition to publications in industry newspapers, periodicals and journals, Mr. Leviant the Supervising Editor, primary author and founder of the legal blog The Complex Litigator (<http://www.thecomplexlitigator.com>). The Complex Litigator reports and comments on news and topics relevant to class action and complex litigation practice, with a primary emphasis on wage and hour litigation issues. Through his blog, he has also, on occasion, published podcasts of round table discussions with preeminent members of the wage and hour practice bar on both the plaintiff and defense sides. His blog has been cited to the California Supreme Court in at least one Petition for Review. The Complex Litigator has been in existence since 2008, having outlasted many other legal blogs, and it has a unique readership that numbers in the tens of thousands.
- (i) Mr. Leviant has also lectured on issues related to class actions and complex

litigation, including the following educational seminars:

- (a) *Strategies for Settlement of Individual and Wage & Hour Class Actions*, Bridgeport's Eighth Annual Wage & Hour Litigation Conference (December 16, 2011)
- (b) *The Year in Review - Staying Abreast of Current Cases*, Consumer Attorneys of San Diego Class Action Symposium (October 14, 2011)
- (c) *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's Mid Year Wage & Hour Litigation Conference (June 3, 2011)
- (d) *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden State Antitrust and Unfair Competition Law Institute (October 21, 2010)
- (e) *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference (October 2, 2010)
- (f) *Word v. WordPerfect Software, Tips, Tools and Tricks: Legal Technology for Plaintiffs Employment Lawyers* (September 30, 2010)
- (g) *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19, 2010)
- (h) *20 Tips for Successful Navigation of e-Discovery Requirements*, Los Angeles County Bar Association's Thirtieth Annual Labor and Employment Law Symposium (March 31, 2010)
- (i) *Social Networking for Lawyers: A Roadmap to Success*, Los Angeles County Bar Association's 2nd Annual two-day 2009 Small Firm and Solo Practitioners Conference: MISSION POSSIBLE (June 25, 2009)
- (j) *A Seminar Overview of the Current State of Employment Law*, The Westchester/LAX/Marina Del Rey Chamber of Commerce (February 23, 2006)

53. Mr. Leviant served three consecutive years as an elected member of the Board of Governors of the Consumer Attorneys of California. In that capacity, he worked to preserve the right of California's consumers and employees to bring proposed class actions. For example, he provided assistance to CAOC in its successful effort to defeat AB 298, which would have substantially impaired the ability of plaintiffs to prosecute class actions in California. More recently, on behalf of CAOC, he

1 co-authored several requests for publication of unpublished class action decisions, including one such
2 request in *Jaimez v. Daiohs USA, Inc.*, 181 Cal. App. 4th 1286 (2010), and authored amicus briefs for
3 CAOC in the Eighth Circuit matter entitled *Avritt v. Reliastar Life. Ins. Co.*, Case No. 09-2843, the
4 California Supreme Court matter entitled *Californians for Disability Rights v. Mervyn's, LLC*, 39 Cal.
5 4th 223 (2006), and the California Court of Appeal matter entitled *Brown v. Ralphs Grocery Company*,
6 197 Cal. App. 4th 489 (2011).

7 54. Mr. Leviant's current contingent billing rate is consistent with his practice area, legal
8 market and accepted hourly rates:

- 9 (a) In the December 8, 2008 article "Billable Hours Aren't the Only Game in Town
10 Anymore," *NATIONAL LAW JOURNAL*, the following hourly billing rates
11 were reported by Sheppard Mullin Richter & Hampton, a leading firm in the
12 defense of wage-and-hour class actions that he has frequently opposed when
13 litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st
14 Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year -
15 \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.
- 16 (b) In 2009 he was retained as appellate counsel in the appeal of a denial of class
17 certification. For the specialized work on that appeal, he charged an hourly rate
18 of \$650.00 per hour, a rate the hiring co-counsel accepted.
- 19 (c) Mr. Leviant has been selected to Super Lawyers from 2012-2025, achieving
20 that professional recognition for more than a decade. He was selected for the
21 Rising Stars edition of Super Lawyers in 2009.

22 55. Based upon his practice area, geographic market, experience, including all of the above
23 information, reputation, and generally accepted hourly rates, Mr. Leviant's current, regular hourly
24 billing rate is \$975.00, which is well below the presumptively appropriate hourly rate of \$1,227 for
25 attorneys with 20 or more years of experience. (See Ex. 7.)

26 SANDY PHAM'S EXPERIENCE AND QUALIFICATIONS

27 56. Sandy Pham is an associate at Moon Law Group, PC. Ms. Pham's practice is focused on
28 labor and employment class action lawsuits involving various violations of California and federal labor

1 laws. Ms. Pham's current hourly billing rate is \$600 per hour, which is her usual hourly rate in wage
2 and hour litigations. Ms. Pham received her law degree from the Southwestern School of Law. Ms.
3 Pham was admitted to the California bar in December 2023. Based on Ms. Pham's nearly 3 years of
4 experience out of law school, her Laffey Matrix rate with a 2.5% adjustment is \$520.85 per hour (\$508
5 Laffey Matrix rate + (2.5% x \$508)). (See Ex. 7.) Based on her experience and the Laffey Matrix rate,
6 Ms. Pham's hourly rate is reasonable.

7 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

6 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

7 61. The Settlement provides for attorneys' fees payable to Class Counsel of not more than
8 one-third of the Gross Settlement Amount, or \$106,666.66, plus reimbursement for actual litigation
9 costs not to exceed \$20,000.00. (Settlement Agreement, ¶ 3.2.2.) The proposed award of attorneys'
10 fees can be justified under either the lodestar method or the percentage/common-fund recovery
11 method. Class Counsel, however, intend to base the proposed fees award on the percentage method,
12 as many of the entries in the time records will have to be redacted to preserve attorney-client and
13 attorney work product privileges.

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

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

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

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

10 66. As of the drafting of this motion, my office has incurred \$16,629.86 in expenses litigating
11 this action, and we anticipate accruing additional costs up to final approval. (Ex. 5.) These expenses
12 were reasonably necessary to the litigation and were actually incurred by my office. They should be
13 reimbursed in full, up to the maximum amount allowed in the Settlement Agreement. In the event
14 costs do not reach or exceed the maximum amount allowed in the Settlement Agreement, the
15 difference will revert to the Class Members.

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

- 19 (a) Numerous interviews with Plaintiff and review of documents provided by her;
- 20 (b) Legal research and investigation regarding Defendant's business and employment
21 practices at numerous points in the litigation;
- 22 (c) Preparation and submission of Plaintiff's PAGA notice letter;
- 23 (d) Preparation, finalization, and filing of multiple drafts of the original class action
24 complaint and subsequent first amended complaint;
- 25 (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel
26 regarding mediation and to obtain relevant documents and information through informal
27 discovery;
- 28 (f) Research and preparation of Plaintiff's mediation brief;

- (g) Analysis of the discovery production and preparation of a damages model with the aid of a statistics expert;
- (h) Attendance and active participation at a full day of mediation;
- (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- (j) Preparation of the motion for preliminary approval and the accompanying filings;
- (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;
- (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;
- (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and
- (o) Anticipated responding to Class Member inquiries and communicating with Plaintiff regarding the case.

68. 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 *no less than* \$320,000.00 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 July 2, 2026, at Los Angeles, California.

Kane Moon