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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

REYNALDO GESTRE, ALONZO JACKSON, DAVIEN HALL, KIM BOYKIN, LAMAR GRANT JOHNSON, and EDWARD MATHIS, individually, and on behalf of all others similarly situated,

Plaintiffs,

vs.

SUTTER BAY HOSPITALS, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: C24-03082

CLASS AND REPRESENTATIVE ACTION

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

[*Filed with Plaintiffs' Notice of Motion and Memorandum of Points and Authorities, the Declaration of Emil Davtyan, the Declaration of David Lavi, the Declarations of Plaintiffs Gestre, Jackson, Hall, Boykin, Johnson, Mathis, and Ellis, and the Declaration of Jodey Lawrence, and [Proposed] Preliminary Approval Order*]

PRELIMINARY APPROVAL HEARING:
Date:
Time:
Dept.: 16
Judge: Honorable Benjamin T. Reyes II

Action Filed: November 14, 2024
Trial Date: Not set

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DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California, and I am, with counsel of D.Law, Inc. and E&L, LLP, one of the attorneys of record for Plaintiff Reynaldo Gestre ("Plaintiff Gestre"), Plaintiff Alonzo Jackson ("Plaintiff Jackson"), Plaintiff Davien Hall ("Plaintiff Hall"), Plaintiff Kim Boykin ("Plaintiff Boykin"), Plaintiff Lamar Grant Johnson ("Plaintiff Johnson"), Plaintiff Edward Mathis ("Plaintiff Mathis"), and Plaintiff Magret Ellis ("Plaintiff Ellis") (collectively, "Plaintiffs") and the putative Class. I have personal knowledge of the matters set forth herein and if called as a witness, I could and would testify competently to the facts described herein.

CASE BACKGROUND AND PROCEDURAL HISTORY

2. This is a wage-and-hour class and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiffs seek to represent a class of all current and former non-exempt employees employed by Defendant in California at any time during the Class Period, as set forth in the Joint Stipulation of 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 is a healthcare system with hospital locations throughout Northern California. Defendant employed Plaintiffs and other non-exempt, hourly-paid employees during the Class Period. Plaintiffs contend they and their coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

4. Plaintiffs' claims for unpaid minimum and overtime wages stem from allegations that Defendant failed to properly compensate for off-the-clock work associated with COVID-19 screenings, security and bag checks, work performed outside scheduled shifts, and rounding practices, and failed to incorporate all remuneration into employees' regular rates of pay. . Plaintiffs' meal and rest period claims are based on allegations that due to the nature of their work and Defendant's policies, Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not

pay all premium wages for non-compliant breaks. Plaintiffs further allege that Defendant failed to properly implement and compensate employees under an alternative workweek schedule, pay reporting time and callback compensation, timely pay all wages due during employment and upon termination, including accrued vacation or PTO wages, and reimburse necessary business expenses, including expenses associated with the use of their personal cellphones for work purposes. Finally, Plaintiffs also bring derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

5. Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff Gestre filed a class action on November 14, 2024, which alleges Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest breaks, (5) failed to indemnify necessary business expenses, (6) failed to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business practices (the "Gestre Action"). On February 28, 2025, Plaintiff Magret Ellis initiated a class action against Defendant, entitled *Magret Ellis v. Sutter Bay Hospitals, et al*., Contra Costa County Superior Court Case No. C25-00580 (the "Ellis Action") alleging claims nearly identical to those by Plaintiff Gestre, with the addition of a claim for failure to pay vacation/PTO wages and a minimum wages/overtime claim that focuses on Defendant's former pay rounding policy.

6. Pursuant to PAGA, Plaintiffs gave written notice to the California Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code violations, with certified mail service on Defendant, and paid the required filing fee. True and correct copies of Plaintiffs' PAGA Notices are attached hereto as **Exhibit 2**. On January 30, 2025, Plaintiff Gestre filed a First Amended Complaint adding a cause of action for civil penalties under PAGA. On April 18, 2025, Defendant answered the First Amended Complaint and denied its material allegations. On May 14, 2025, Plaintiff Ellis filed a First Amended Complaint adding a cause of action for civil penalties under PAGA. (*Id.*)

7. On June 16, 2026, Plaintiff Gestre filed a Second Amended Complaint adding Plaintiffs Jackson, Hall, Boykin, Johnson, and Mathis as additional plaintiffs and class representatives, and adding claims for civil penalties under PAGA on behalf of Plaintiffs Jackson, Hall, and Boykin.

8. Pursuant to the Settlement, on August 28, 2026, Plaintiff Gestre filed a Third Amended Complaint adding Plaintiff Ellis and her claims, and adding claims for civil penalties under PAGA on behalf of Plaintiffs Johnson and Mathis (the "Operative Complaint"). In his LWDA notice, Plaintiff Mathis additionally alleged that he was subjected to security bag checks and 15-minute deductions for late returns from meal periods.

9. Defendant ardently opposes the merits of this case and denies Plaintiffs' factual allegations. Defendant asserts it complied with all its compensation obligations, including compensating Class Members for all hours worked and any overtime owed, and therefore, Plaintiffs and other Class Members were paid all wages owed. Defendant further asserts that its former rounding policy was net neutral and that it did not fail to incorporate any non-discretionary bonuses into the regular rate of pay for purposes of paying overtime, meal and rest break premium, or sick pay. Defendant maintains compliance with all its meal and rest period obligations. Defendant further asserts that it complied with all its reimbursement obligations, and that Plaintiffs and other employees were compensated for any and all business expenses necessarily incurred. Defendant maintains that it provided accurate, itemized wage statements in compliance with applicable law and, in any event, denies that Plaintiffs or the Class Members suffered any injury as a result of any alleged inaccuracies. (*See, e.g.*, *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) With respect to Plaintiffs' claim for waiting time penalties, Defendant further maintains that it timely paid all wages upon separation and, in any event, had a good faith belief that all wages were properly paid, precluding any finding of willfulness necessary to impose waiting time penalties. (*See, e.g.*, *Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others, Defendant denies all of Plaintiffs' claims and allegations, and further claims it did not engage in any unfair business practices

and denies liability under PAGA. Defendant also maintains the claims are improper for class or representative treatment, in part, because Defendant operates hundreds of individual hospital departments, each overseen by different supervisors and subject to varying operational demands, works schedules, and practices. (*Id.*) Although the same lawful meal/rest and timekeeping policies applied across these departments, the way in which each individual department or supervisor implemented those policies varied based on the particular demands of each department such that even among employees holding the same position, individualized inquiries could overwhelm common issues.

DISCOVERY AND INVESTIGATION

10. The Parties agreed to mediate this action with Tripper Ortman, Esq., an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal production of documents and information before mediation. Prior to mediation, Plaintiffs obtained from Defendant, through informal discovery, documents and information sufficient to meaningfully evaluate the claims at issue in the Actions, including Defendant's wage-and-hour policies and practices in effect during the Class Period, time and pay data for approximately 5% of the Class, and Plaintiffs' personnel file and time and pay records. Defendant also provided information regarding the estimated number of Class Members, Workweeks, PAGA-Eligible Employees, and PAGA Pay Periods.

11. In preparation for mediation, Plaintiffs' Counsel reviewed and analyzed all the information Defendant provided, including the sample records and documents regarding Defendant's wage-and-hour policies. Plaintiffs' Counsels retained a statistics expert to analyze the sample records and prepare a damage analysis prior to the mediation. Plaintiffs' expert analyzed an approximate 5% sample of time and pay data for the Class, which allowed Plaintiffs' expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual investigation, Plaintiffs' Counsels also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiffs' Counsels were able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. Thus, Plaintiffs' and their Counsels' familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

12. On June 23, 2026, the Parties participated in a full day of private mediation with Tripper Ortman, Esq. The negotiations were at arm's-length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After a full discussion regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses and with the assistance of the mediator, the Parties reached a resolution, the material terms of which are set out in the Settlement.

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

KEY TERMS OF SETTLEMENT

14. GSA and Funding: The Gross Settlement Amount ("GSA") is $5,255,000.00 and is non-reversionary. (Settlement, ¶ 3.1.) Defendant will separately pay the employer's share of payroll taxes owed on the Wage Portion of the Individual Class Payments. (*Id.*) Within thirty (30) calendar days after the Settlement becomes Final, Defendant will fund the GSA and its employer-share of payroll taxes by transmitting the funds into the Qualified Settlement Fund established and maintained by the Administrator. (*Id.* at ¶ 4.3.)

15. Class Estimates and Escalator Clause: The GSA was negotiated based on Defendant's estimate that, as of June 23, 2026, there were approximately 21,648 Class Members who collectively worked a total of 1,825,090 Workweeks during the Class Period. If the actual number of Workweeks exceeds 1,825,090 by more than ten percent (10%) (*i.e.*, that there were more than 2,007,599 Workweeks during the Class Period), then Defendant agrees that the Class Period and the PAGA Period shall cut off as of the date the number of Workweeks worked by Class Members reaches 2,007,599 Workweeks, which will become the new Class Period End Date. (*Id.* at ¶ 8.) Defendant agrees to use its best efforts to complete its review and analysis of the updated Class Data by at least 16 days before the anticipated

hearing date on Plaintiffs' Motion for Preliminary Approval, and, at the same time, to inform Class Counsel whether or not this 10% escalator provision has been triggered and, if so, by what date the Workweek count reached the 10% threshold, necessitating a change to the Class Period End Date. (*Id.*)

16. Class Representative Service Payments: The Settlement includes Class Representative Service Payments of up to $15,000.00 each to Plaintiffs Gestre and Ellis, and up to $7,500.00 each to Plaintiffs Jackson, Hall, Boykin, Johnson, and Mathis ($67,500.00 total), payable from the GSA, subject to the Court's approval, in addition to any Individual Class Payment and Individual PAGA Payment each Plaintiff is entitled to receive. (*Id.* at ¶¶ 1.13, 3.2.1; *see also* 5.1.) The payments are in exchange for a general release, and in recognition of Plaintiffs having initiated the Actions, provided services in support thereof, and incurred the risks inherent in the role of named Plaintiffs. (*Id.* at ¶ 1.13; *see also* 5.1 (Jackson, Hall, and Boykin have also executed separate, individual releases as part of individual settlement agreements.) In the event the amounts finally approved are less, the remainder will be allocated to the Net Settlement Amount. (*Id.* at ¶ 3.2.1.)

17. Class Counsel Fees and Litigation Expenses Payments: The Settlement permits a fee application of not more than one-third (33 1/3%) of the GSA (currently estimated to be $1,751,666.66) for reasonable attorneys' fees, plus a Class Counsel Litigation Expenses Payment for reasonable litigation expenses not to exceed $60,000.00, payable to Class Counsel from the GSA. (*Id.* at ¶ 3.2.2.) In the event the amounts finally approved are less, the remainder will be allocated to the Net Settlement Amount. (*Id.*) To date, my firm has incurred $25,289.78 in actual litigation costs, and a true and correct copy of a report showing current costs is attached hereto as **Exhibit 4**. Pursuant to a Joint Prosecution and Attorney Fee Split Agreement ("JPA"), and as consented to in writing by Plaintiffs, the fee award will be divided with 70% to Moon Law Group, PC, 20% to D.Law, Inc., and 10% to E&L, LLP.

18. Administration Expenses Payment: The Settlement provides an Administration Expenses Payment to the Administrator, payable from the GSA, in the amount of $77,750.00, except for a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.2.3.) To the extent the actual administration expenses are less, or the Court approves payment less than the requested amount, the remainder will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action

Administration Solutions ("Phoenix") as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.2, 7.1.) A true and correct copy of Phoenix's bid of $77,750.00 is attached hereto as **Exhibit 5**.

19. PAGA-Eligible Employees; PAGA Period: PAGA-Eligible Employees means all current and former non-exempt employees who are members of the Class and who were employed by Defendant in non-exempt positions in California at any time during the PAGA Period, which is the period from November 21, 2023, through the Class Period end date. (*Id.* at ¶¶ 1.30, 1.34.)

20. PAGA Penalties; Individual PAGA Payments: The Settlement allocates $500,000.00 from the GSA for settlement of the Released PAGA Claims, which will be distributed 65% ($325,000.00) to the LWDA and 35% ($175,000.00) to PAGA-Eligible Employees. (*Id.* at ¶ 3.2.5.) Each PAGA-Eligible Employee will be entitled to a pro rata share of the 35% share of the PAGA Penalties based on their number of PAGA Pay Periods. (*Id.* at ¶ 3.2.5.1.) This results in an average Individual PAGA Payment of about **$8.08** for based on the estimated 21,648 PAGA-Eligible Employees ($175,000 / 21,648).

21. Net Settlement Amount: The Net Settlement Amount is the GSA, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. (*Id.* at ¶ 1.26.) The remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id.*) Accordingly, the Net Settlement Amount is estimated to be approximately **$2,798,083.34** for an estimated Class of **21,648 individuals**.[1]

22. Class Members/Period: Class is defined as all current and former non-exempt employees employed by Defendant in California at any time during the Class Period, which is the period from November 21, 2023, through the earlier of ninety (90) days after the June 23, 2026 mediation or the date of Preliminary Approval of the Settlement. (*Id.* at ¶¶ 1.4, 1.11.)

[1] The Net Settlement Amount was calculated by deducting the following from the $5,255,000 GSA: $67,500.00 for the Class Representative Service Payments, up to $77,750.00 for the Administration Expenses Payment, $500,000.00 for the PAGA Penalties to the LWDA and PAGA-Eligible Employees, $1,751,666.66 for the Class Counsel Fees Payment, and an estimated $60,000.00 for the Class Counsel Litigation Expenses Payment. (Settlement, ¶¶ 3.2–3.2.5.)

23. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a pro rata share of the Net Settlement Amount based on the number of Workweeks worked during the Class Period. (*Id.* at ¶ 3.2.4.) The estimated $2,798,083.34 Net Settlement Amount results in an estimated average Individual Class Payment of **$129.25** based on the estimated 21,648 Class Members ($2,798,083.34 / 21,648),[2] and an estimated Workweek value of $1.53 for each of the 1,825,090 estimated Workweeks in the Class Period ($2,798,083.34 / 1,825,090).

24. Tax Allocations: Individual Class Payments will be allocated as 20% as wages and 80% as penalties and interest for tax purposes. (*Id.* at ¶ 3.2.4.1.) Individual PAGA Payments will be treated as 100% penalties for tax purposes. (*Id.* at ¶ 3.2.5.1.)

25. Disbursement and Uncashed Funds: No later than fifteen (15) calendar days after Defendant fully funds the amounts owed under the Settlement, the Administrator will mail checks for all payments. (*Id.* at ¶ 4.4.) Class Members will not need to submit any claim form as a condition of receiving payment. (*Id.* at ¶ 3.1.) For any Class Member whose Individual Class Payment check or any PAGA-Eligible Employee whose Individual PAGA Payment check is uncashed and cancelled after the 180-day cashing deadline (the "Void Date"), the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the employees, thereby leaving no "unpaid residue," subject to the requirements of California Code of Civil Procedure section 384(b) and the orders of the Court. (*Id.* at ¶¶ 4.4.1, 4.4.3.)

26. Released Class Claims by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, arising during the Class Period, that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint, and as further specified in paragraph 5.2 of the Settlement. (*Id.* at ¶ 5.2.) The Released Class

[2] At this time, the actual amounts to Class Members and/or PAGA-Eligible Employees are unknown and will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data. (Settlement, ¶ 4.2.) The high and low range of payments will be provided to the Court in a motion for final approval.

Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period. (*Id.*)

27. Released PAGA Claims by PAGA Members and LWDA: Plaintiffs, the LWDA, and all PAGA-Eligible Employees, regardless of whether they choose to exclude themselves from the Class Settlement, are deemed to release the Released Parties from any and all claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged, in the PAGA Notices to the LWDA and in the Operative Complaint, based on any of the underlying claims and factual allegations described in Section 5.2 of the Settlement (collectively, the "Released PAGA Claims"). (*Id.* at ¶ 5.3.) The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period. (*Id.*)

28. Plaintiffs' Release: Plaintiffs Reynaldo Gestre, Magret Ellis, Lamar Grant Johnson, and Edward Mathis will release any and all claims, whether known or unknown, that they have or may have against the Released Parties related to or arising from their employment with Defendant. (*Id.* at ¶ 5.1.) Plaintiffs Alonzo Jackson, Davien Hall, and Kim Boykin have executed general releases of all known and unknown claims as set forth in separate, individual settlement agreements.[3] (*Id.*) For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code section 1542. (*Id.* at ¶ 5.1.1.)

29. Effective date of claims releases: The released claims described in Sections 5.1 through 5.3 of the Settlement shall become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes. (*Id.* at ¶ 5.4.)

[3] Plaintiffs Jackson, Hall, and Boykin have each entered into a Settlement Agreement and General Release with Defendant in exchange for $15,000.00 each. Notwithstanding the individual settlements, Plaintiffs Jackson, Hall, and Boykin are adequate class representatives. Their individual claims arise from a different set of operative facts and legal theories from the wage-and-hour claims brough forth in the class and PAGA action. Additionally, no portion of the Class recovery was diverted to Plaintiffs Jackson, Hall, and Boykin.

30. Released Parties: Defendant, and any of its former and present parents, subsidiaries, divisions, corporate members, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, successors, assigns, and legal representatives. (*Id.* at ¶ 1.41.)

31. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed via first-class U.S. mail to the current address of each Class Member. (*Id.* at ¶ 7.4.2.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement, the estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts, the Final Approval Hearing information, the procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members, and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at ¶¶ 7.4.2, 7.5, 7.7-7.8.3, Ex. A.)

32. Related Actions: Defendant is aware of one, later-filed PAGA matter, *Sydel Wilson v. Sutter Bay Hospitals* (Sacramento County Superior Court) that may be impacted by this settlement. (*Id.* at ¶ 2.10.) Because this action was filed earlier, this action takes priority.

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

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

34. Based on Plaintiffs' Counsels' review of the time, payroll, and additional data provided by Defendant, on Plaintiffs' expert's analysis of the sample records provided by Defendant, and on information from Plaintiffs, Plaintiffs' Counsels evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on a review of Defendant's records, it is estimated that there are

approximately 21,648 Class Members who collectively worked 1,825,090 Workweeks during the Class Period, and 21,648 PAGA-Eligible Employees who collectively worked 968,376 PAGA Pay Periods during the PAGA Period. (*Id.* at ¶ 4.1.) Additionally, there were an estimated 4,458 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, that Class Members' average hourly rate was $66.04, and that the average regular hourly rate was $72.56.

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

Claim	**Relevant Time Period**	**Rate**	**Number of Violations**	**Realistic Recovery**
Unpaid Wages (Regular Rate)	1,825,090 Workweeks	$72.56 average regular rate	Based on expert analysis of records	**$3,858,268.50***
Unpaid Wages (Off-the-Clock)	1,825,090 Workweeks	$66.04 average hourly rate	326,619 net unpaid hours (assuming 3 minutes per shift)	**$3,053,222.00****
Meal Period Violations	1,825,090 Workweeks	$66.04 average hourly rate	178,073 net unique meal break violations (net of meal break waivers; less meal premiums paid)	**$1,763,991.14***
Rest Period Violations	1,825,090 Workweeks	$66.04 average hourly rate	504,732 unique rest break violations (assumes 10% violation rate for shifts of at least 3.5 hours)	**$3,333,250.13****
Unreimbursed Business Expenses Violations	1,825,090 Workweeks	$15.00 per month	Assumes $10.00 per month	**$456,272.50****
Labor Code § 203	Based on approx. 4,458 terminated employees within the 3-year SOL	$66.04 average hourly rate / 30-day max.	Assumes 8.3 hours / day	**$3,665,358.67*****
Labor Code § 226	Based on approx. 21,648 employees within the 1-year SOL	$50 per initial pay period / $100 per subsequent pay periods	Based on 968,376 pay periods within the 1-year SOL	**$4,329,600.00*****

		/ $4,000 employee max.		
PAGA	Based on 968,376 pay periods within the 1-year SOL	$10 per pay period	Based on 968,376 pay periods within the 1-year SOL	**$4,841,890.00*** **
Total				**$25,301,852.95**

* 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 10% probability of prevailing at class certification and on the merits.
*** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.[4]

35. Plaintiffs' unpaid wages claim is due to allegations that Defendant failed to incorporate all remuneration, including bonuses and shift differentials, into Class Members' regular rate of pay for purposes of paying overtime, meal and rest premiums, and sick pay. Specifically, Plaintiffs' expert reviewed the sample records Defendant produced and found 71,314 identifiable additional remunerations that were made yet not factored into the regular rate of pay, impacting 85.9% of Class Members for overtime pay, 29.7% of Class Members for sick pay, 19.3% of Class Members for meal break premium, and 18.9% of Class Members for rest break premium; thus, resulting in a maximum exposure of $25,721,790.00. However, Defendant argues these additional payments were discretionary bonuses, and therefore Defendant was not required to incorporate those payments into the regular rate. Also, to the extent that Defendant failed to incorporate additional remuneration into the regular rate of pay, only 5.7% of pay periods included additional compensation and sick pay, only 7.9% of pay periods included additional compensation and meal premium, and only 10.4% of pay periods included additional compensation and rest break premiums. Due to the lack of written policies regarding criteria for bonus payments, I acknowledge the foregoing presents significant risk with certifying this claim and proof on

[4] It is reasonable to apply discounts to account for risks at certification and trial, in part, because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. (*See* Findings of the Study of California Class Action Litigation, 2000-2006, available at http://www.courts.ca.gov/documents/class-action-lit-study.pdf.) Further, the likelihood that Defendant could assert viable legal defenses would likely further reduce its overall exposure.

the merits. Therefore, I applied an 85% discount to the maximum exposure figure; accordingly, **I arrived at a realistic damage estimate of $3,858,268.50 for the regular rate claim**.

36. Plaintiffs' unpaid wages claim is also based on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock work. Plaintiffs allege that Class Members were required to undergo COVID-19 and security screenings, and that Class Members received work-related communications outside of their shifts. Plaintiffs' Counsels estimated Class Members spent an average of 3 minutes off the clock per shift, or approximately 326,619 hours during the Class Period, 83.1% of which should have been paid at the overtime rate. From this, and in light of the average rates of the Class Members, Defendant's estimated maximum potential liability is $30,532,220.00. Defendant contends that all time worked was compensated, that the time spent working off-the-clock was *de minimis*, that Class Members were not permitted to work off-the-clock, and that this claim is highly individualized and not susceptible to class-wide treatment. I acknowledge that "off-the-clock" claims are difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this claim—there are no records to be used as evidence. In light of these defenses, and for purposes of settlement, I discounted the maximum potential liability by 90%. **Plaintiffs' realistic recovery estimate for the unpaid wages claim due to off-the-clock work is therefore $3,053,222.00.**

37. Plaintiffs' meal period claim is based on allegations that Defendant did not provide or maintain sufficient meal period practices, such that Class Members were not always permitted or able to take meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without compensation in lieu thereof. Plaintiffs further allege that Defendant's written policies placed the burden on employees to report, in advance, their inability to take a compliant meal period. Based on the sample of time and corresponding payroll records, Plaintiffs' Counsels and their data expert estimated that there are approximately 178,073 unique meal period violations, after accounting for meal period waivers and meal premiums paid, resulting in an estimated maximum liability of $11,759,940.92. Defendant nonetheless contends that employees signed valid meal period waivers, that premiums were paid where violations were reported, and that, where a violation appears, it was a result of the Class Member voluntarily choosing to forego a meal period, to take it late, or to end it early. Moreover, certification

and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods. In light of these defenses, and for purposes of settlement, Plaintiffs' Counsels believe it reasonable to apply an 85% discount to the potential liability. **Plaintiffs' realistic recovery estimate for the meal period claim is therefore $1,763,991.14.**

38. The rest break claim is based on the allegation that Defendant did not provide or maintain sufficient rest break practices, such that Class Members were regularly required to work in excess of four consecutive hours a day, or a major fraction thereof, without authorization or permission to take a ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The precise number of rest break violations could not be calculated since Defendant neither documented, nor is required to document, when Class Members took their required rest breaks. Therefore, in preparation for mediation, Plaintiffs' Counsels assumed a 10% violation rate for shifts of at least 3.5 hours in length and offset premiums Defendant paid, resulting in approximately 504,732 unique rest break violations and a potential liability of $33,332,501.28 based on the average hourly rate of the putative Class. Defendant nonetheless contends rest periods do not have to be recorded, that Class Members voluntarily chose to forego some rest breaks, and that this claim is individualized in nature and therefore would require declarations indicating the majority of Class Members experienced issues as to rest breaks. In light of these defenses, and for purposes of settlement, I discounted Defendant's potential liability by 90%. **Plaintiffs' realistic recovery estimate for the rest break claim is therefore $3,333,250.13**.

39. The unreimbursed business expenses claim is based on the allegation that Defendant did not reimburse Class Members for all expenses incurred in direct consequence of the discharge of their duties, including for the use of their personal cellphones for work purposes. The precise value of all necessary business expenses Class Members incurred could not be calculated. Therefore, in preparation for mediation, Plaintiffs' Counsels estimated Defendant owed approximately $10.00 per month to each Class Member in the statutory period and that Defendant's potential liability is $4,562,725.00. Defendant contends it complied with all its reimbursement obligations and that the reimbursement claim would be difficult to certify, given the individualistic nature of this claim. In light of these defenses, and

for purposes of settlement, I discounted Defendant's potential liability by 90%. **Plaintiffs' realistic recovery estimate for the unreimbursed expenses claim is therefore $456,272.50.**

40. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs estimate Defendant's maximum potential recovery, prior to risk-adjustment, is $256,736,973.68, which breaks down as follows: **$73,307,173.68** for waiting time penalties for approximately 4,458 terminated Class Members in the 3-year SOL; a **$86,592,000.00** penalty for inaccurate wage statements based on approximately 21,648 Class Members in the 1-year SOL; and **$96,837,800.00** for PAGA penalties based on 968,376 Pay Periods and the Court assessing a $100 penalty per pay period. However, I believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties and given Defendant's defenses, including without limitation, that any failure to pay all final wages at the time of separation was not willful or intentional and that to the extent Plaintiffs received wage statements that were allegedly inaccurate, Plaintiffs suffered no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore, considering the underlying wage claims are realistically estimated to be $12,465,004.27, awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty (resulting in $3,665,358.68 for waiting time penalties, $4,329,600.00 for inaccurate wage statement penalties, and $4,841,890.00 for PAGA penalties) and **accordingly arrived at a realistic recovery estimate of $12,836,848.68 for statutory and civil penalties.**

41. Using these estimated figures, Plaintiffs predicted **the realistic (risk-adjusted) recovery for all claims, including penalties, is $25,301,852.95**. **This means the $5,255,000.00 gross settlement figure represents about 21% of the total realistic recovery**. This is an excellent result for the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being able to recover anything.

42. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing

PAGA-Eligible Employees with genuine and meaningful relief, on the other. As a result of this litigation, Defendant has had to hire legal counsel, engage in informal class-wide discovery, and participate in mediation. Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming final settlement approval is granted. (Settlement, ¶ 3.2.5.) Not including its own attorneys' fees and costs as well as the employer's share of payroll taxes, Defendant will pay $5,255,000.00 to resolve this matter—of which $500,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699 as 65% ($325,000.00) to the LWDA and 35% ($175,000.00) to PAGA-Eligible Employees—and the release obtained under the Settlement does not preclude PAGA-Eligible Employees from pursuing any individual claims they may have against Defendant or the other Released Parties. Moreover, Plaintiffs' Counsels are 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 Plaintiffs 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.

43. Further, Plaintiffs' Counsels took into account the risk of not being able to proceed on a representative basis due to the potential manageability issues and that even if Plaintiffs prevailed at trial, penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiffs would be successful at trial, assuming they are first able to certify the claims and defeat the manageability issues presented at litigation, Plaintiffs could be awarded substantially less than what was obtained through the Settlement. In sum, the $500,000.00 PAGA Penalties allocation under the Settlement constitutes genuine and meaningful relief.

44. Here, the Settlement represents a substantial recovery when considered against the risk and uncertainties involved in continued litigation, the burdens of proof necessary to certify the claims and establish liability, and the probability of appeal. While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving

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

45. The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiffs' claims. Plaintiffs' Counsels took into account the risk of not prevailing at trial due to low or no participation by Class Members. Indeed, the individualized and testimony-intensive nature of the claims could bar manageability of the representative claims or otherwise significantly reduce any recovery whatsoever. For example, the rest period and unreimbursed expense claims are testimony-driven claims and assume the participation of many employees (which would be difficult given the large number of Class Members involved), or alternatively, the use of surveys or statistical data as a surrogate (which would still require the participation of a majority of employees to establish a sound representation of all non-exempts). Even assuming employees would be willing to participate, obtaining declarations would potentially reveal that each individual employee had a different experience.

46. Furthermore, even if Plaintiffs were able to pursue their 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. 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 Plaintiffs and/or any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial. In sum, this Settlement avoids the risks, burdens, and the accompanying expense of further litigation.

47. The proposed $5,255,000.00 Settlement represents a substantial recovery when compared to the reasonably forecasted recovery for 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 is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399,

408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic range of outcomes of the litigation"].)

THE SERVICE PAYMENTS TO PLAINTIFFS ARE REASONABLE

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

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

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

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

MY EXPERIENCE AND QUALIFICATIONS

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

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

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

55. My current billing rate is $950.00 per hour, which is my usual hourly rate in wage-and-hour litigations. A $950.00 per hour rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix, http://www.laffeymatrix.com/see.html [last visited Oct. 28, 2026].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to

determine whether counsel's rates are reasonable. (*See, e.g.*, *id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based on my firm's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 12, 2026, *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

56. I am experienced in prosecuting and defending employment matters, particularly class actions and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage-and-hour class action lawsuits pending in various California counties, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc*. (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc*. (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) ($750,000 for 79 class

members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that case, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys"); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc*. (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc*. (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

57. Allen Feghali is a Senior 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.

58. 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.

59. 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 out of law school, 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.

60. 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 argued and taken under submission by the Court on February 3, 2022.

(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 Plaintiffs' 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. Defendants 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 Plaintiffs 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.

61. 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 throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over 100 wage-and-hour class actions, including obtaining preliminary and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal*. (No. 20STCV09876) ($5,000,000); *Stanley Black & Decker Wage and Hour Cases* (No. JCCP5218) ($3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) ($2,250,000); *Duncan v. Infineon Technologies Americas Corp*. (No. 21STCV16872) ($2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) ($2,300,000); *Martinez, et al. v. Curative LLC* (No. 21STCV20778) ($1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) ($1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) ($1,800,000); *Fuentes v. Covid Clinic, Inc*. (No. CIVSB2106806) ($1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc*. (No. 3:20-cv-03047) ($3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) ($1,100,000); *Hammers v. Redwood Oil Co., Inc*. (No. SCV-269625)

($1,180,000); *Cuadras v. R.C. Wendt Painting, Inc*. (No. BC705964) ($1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282) ($1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) ($1,200,000); *Garcia v. Tri-Valley Plastering, Inc*. (No. 22CECG00591) ($1,250,000); *Garcia v. Tapia Enter., Inc*. ($2,137,651 for 507 class members); *Cha v. Center Point, Inc*. (No. CIV2102081) ($1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P*. (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) ($750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) ($1,250,000).

H. SCOTT LEVIANT'S EXPERIENCE AND QUALIFICATIONS

62. H. Scott Leviant is a Senior Counsel at Moon Law Group, PC. Mr. Leviant is a civil litigator with over two decades of experience handling complex and class action matters. His practice involves labor and employment class action lawsuits involving various violations of the California and federal labor laws. He has extensive experience litigating in both federal and state courts.

63. Mr. Leviant received his undergraduate degree from Occidental College. Graduating cum laude, he majored in economics and received a "minor" emphasis in mathematics. Along with his study of economics and mathematics, Mr. Leviant also had an emphasis in physics. This combination of scientific and economic education has been of assistance during his litigation of complex civil actions. He received my Juris Doctor degree from the University of Southern California Law Center.

64. Mr. Leviant had been involved in the litigation of class actions since 1997, working as a law clerk on a number of class action matters. Since 1999, He had participated as an attorney in the litigation of hundreds of class actions, in California Superior Courts and in federal courts in California, Illinois, and Louisiana. He emphasized litigation of wage and hour class actions beginning in 2005, but had focused on complex litigation of different types at all times since 1999.

65. Dating back to 1999, some of the earliest cases in which Mr. Leviant contributed to his then-firm's efforts as co-lead/liaison counsel include:

1) *In re Paradise Memorial Park Litigation*, Los Angeles Superior Court Lead Case No. BC130375; and,

2) *In re Lincoln Memorial Park Litigation*, Los Angeles Superior Court Lead Case No. BC133643.

66. Mr. Leviant had litigated contested class certification motions multiple times, prevailing on many. Examples include the following:

1) In 2023, he certified a rest break claim against SMS Transportation, in the matter of *Beard v. SMS Transportation*. Rest break claims are notably difficult to certify.

2) In 2023, he certified a regular rate claim against Downtown Women's Center, in the matter of *Evans v. Downtown Women's Center*.

3) In 2018, he certified wage and hour claims against Home Depot, in the matter of *Utne v. Home Depot*, in the United Stated District Court, Northern District of California. The contested certification resulted in a certified class of roughly 140,000 individuals.

4) In 2019, he certified a Fair Credit Reporting Act claim related to employment background checks against Wal-Mart Stores, Inc., in the matter of *Pitre v. Wal-Mart Stores, Inc*., in the United Stated District Court, Central District of California. The contested certification resulted in a certified class of over 5,000,000 individuals.

5) In 2018, he fully briefed a contested class certification motion in the matter of *Harelson v. U.S. Aviation*, in the United Stated District Court, Northern District of California. After certification was fully briefed, the matter successfully settled.

6) In 2013, he certified an investment fraud suit, in the matter of *Larsen v. Coldwell Banker*, in the United Stated District Court, Central District of California.

7) In 2012, he fully briefed a contested class certification motion, in the wage and hour matter of *Gillings v. Time Warner*, in the United Stated

District Court, Central District of California. In that matter, summary judgment was granted against his clients and the certification motion was deemed moot. He appealed to the Ninth Circuit and obtained a reversal of the District Court's decision. Upon remand, the matter settled.

8) In approximately 2011, he fully briefed a contested class certification motion, in the wage and hour matter of *Gomez v. Lincare, Inc*., in the Superior Court of California, County of Orange. Certification was denied. The result was appealed, and a partial reversal was obtained.

9) 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.

10) 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.

11) 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.

67. Mr. Leviant had 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 had taken several appeals through to Petitions for Writs of Certiorari to the United States Supreme Court. In connection with the appeals he handled, he participated in appeals resulting in decisions concerning or relating to class actions or wage and hour issues. Among others, those include:

1) *Camp v. Home Depot, U.S.A., Inc*., 84 Cal. App. 5th 638 (October 24, 2022), *rev. granted* (February 1, 2023);
2) *Donohue v. AMN Services, Inc*., (February 25, 2021) (amicus counsel)
3) *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.;
4) *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), *as modified on denial of reh'g* (Aug. 29, 2018);
5) *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir. 2014);
6) *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal. App. 4th 1524 (2009), pet. for rev. denied;
7) *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007), rev. denied, pet. for cert. denied;
8) *Alvarez v. May Dept. Stores Co*., 143 Cal. App. 4th 1223 (2006), rev. denied, pet. for cert. denied;
9) *Johnson v. Glaxosmithkline, Inc*., 166 Cal. App. 4th 1497 (2008), rev. denied;
10) *Howard, et al. v. America Online, Inc.,* 208 F.3d 741 (9th Cir. 2000), pet. for cert. denied;

11) *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011) (amicus counsel); and

12) *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.

68. 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.

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

70. In addition to Mr. Leviant's work on complex litigation matters and class actions, he authored published articles and columns on issues related to class actions and other litigation issues, including:

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

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

2019;

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

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

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

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

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

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

9) H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to Bind Judiciary*, Daily Journal (San Francisco), March 15, 2010;

10) H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los Angeles), December 2, 2009;

11) H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15, 2008;

12) H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los Angeles), May 4, 2007;

13) H. Scott Leviant, *A Bad Meal Deal: 'Brinker' Gets the Incentive Question Wrong*, DAILY JOURNAL (Los Angeles), August 6, 2008;

14) H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage Cases*, FORUM, January/February 2008;

15) H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional Element in a Comprehensive Litigation Plan*, ADVOCATE, April 2006; and

16) 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).

71. In addition to publications in industry newspapers, periodicals and journals, Mr. Leviant is 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, Mr. Leviant 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.

72. Mr. Leviant also lectured on issues related to class actions and complex litigation, including the following educational seminars:

i. *Strategies for Settlement of Individual and Wage & Hour Class Actions*, Bridgeport's Eighth Annual Wage & Hour Litigation Conference (December 16, 2011)

ii. *The Year in Review – Staying Abreast of Current Cases*, Consumer Attorneys of San Diego Class Action Symposium (October 14, 2011)

iii. *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's Mid Year Wage & Hour Litigation Conference (June 3, 2011)

iv. *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden State Antitrust and Unfair Competition Law Institute (October 21, 2010)

v. *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference (October 2, 2010)

vi. *Word v. WordPerfect Software, Tips, Tools and Tricks*: Legal Technology for Plaintiffs Employment Lawyers (September 30, 2010)

vii. *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19, 2010)

viii. *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)

ix. *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)

x. *A Seminar Overview of the Current State of Employment Law*, The Westchester/LAX/Marina Del Rey Chamber of Commerce (February 23, 2006)

73. 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 co-authored several requests for publication of unpublished class action decisions, including one such request in *Jaimez v. Daiohs USA, Inc*., 181 Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in

the Eighth Circuit matter entitled *Avritt v. Reliastar Life. Ins. Co*., Case No. 09-2843, the California Supreme Court matter entitled *Californians for Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006), and the California Court of Appeal matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011).

74. Mr. Leviant had been selected to Super Lawyers from 2012-2024, achieving that professional recognition for more than a decade. He was selected for the Rising Stars edition of Super Lawyers in 2009.

75. Mr. Leviant's current billing rate is $975.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Leviant's 20+ years of experience out of law school, his Laffey Matrix rate with a 2.53% adjustment is $1,258.04 per hour ($1,227 Laffey Matrix rate + (2.53% x $1,227)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Leviant's billing rate of $975.00 per hour is reasonable.

SANDY PHAM'S EXPERIENCE AND QUALIFICATIONS

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

77. Ms. Pham received her undergraduate degree from UCLA. She received her law degree from the Southwestern School of Law. Ms. Pham was admitted to the California bar in December 2023.

78. Ms. Pham's current billing rate is $550.00 per hour, which is her usual hourly rate in wage-and-hour litigations. Based on Ms. Pham's almost 3 years of experience out of law school, her Laffey Matrix rate with a 2.53% adjustment is $520.85 per hour ($508 Laffey Matrix rate + (2.53% x $508). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Pham's billing rate of $550.00 per hour is reasonable.

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

79. As demonstrated by the foregoing, my office is qualified to handle this litigation because we are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in

numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval. Including myself, Moon Law Group, PC is comprised of approximately 35 attorneys, all of whom are actively and continuously practicing employment litigation, representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a high level of skill and knowledge in wage-and-hour class actions, PAGA representative actions, and labor and employment law generally, the substantive (state and federal) and procedural law of which is frequently evolving.

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

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

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

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

83. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third (33 1/3%) of the Gross Settlement Amount (currently estimated to be $1,751,666.66), and a Class Counsel Litigation Expenses Payment for reasonable litigation expenses not to exceed $60,000.00.

(Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery method. However, we base the proposed fees award on the percentage method, as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

87. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency fee basis, including Plaintiffs in this matter. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because Moon Law Group, PC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover

more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

88. As of the drafting of this motion, my office has incurred $25,289.78 in expenses litigating this action (*See* Ex. 4), and we anticipate accruing additional costs up to final approval. These expenses were reasonably necessary to the litigation and were actually incurred by our office. Moreover, the total litigation costs requested by Class Counsel do not exceed the $60,000.00 allowed under the Settlement. (*Id.* at ¶ 3.2.2.) Therefore, our costs should be reimbursed in full.

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

(a) Numerous interviews with Plaintiffs and review of documents provided by them;

(b) Legal research and investigation regarding Defendant's business and employment practices at numerous points in the litigation;

(c) Preparation and submission of Plaintiffs' PAGA notices and amended notices;

(d) Preparation, finalization, and filing of multiple drafts of the original class action complaint and subsequent amended complaints;

(e) Extensive "meet and confer" correspondence and discussions with Defense Counsel regarding mediation and to obtain relevant documents and information through informal discovery;

(f) Research and preparation of Plaintiffs' 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 Plaintiffs regarding the case.

90. Through the efforts of my office, co-counsels' offices, and Plaintiffs in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of $5,255,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe that, without the efforts of my office, co-counsels' office or Plaintiffs, 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 November 4, 2026, at Los Angeles, California.

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Kane Moon