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Attorneys for Plaintiff Benito Sierra

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

BENITO SIERRA, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

DIRECT EDGE MEDIA, INC.; and DOES 1 through 10, inclusive,

Defendants

Case No. 30-2024-01447843-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

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

[*Filed with the Memorandum of Points and Authorities, the Declaration of Plaintiff, the Declaration of Jodey Lawrence, the Declaration of Jared W. Slater, the Declaration of Brad Eisenstein, [Proposed] Order, and Notice of Errata*]

PRELIMINARY APPROVAL HEARING
Date: August 10, 2026
Time: 1:30
Dept. CX103
Judge: Hon. Lon Hurwitz

Res. ID: 74862436

Complaint Filed: December 20, 2024
Trial Date: Not set

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 of the Courts of the State of California and am one of the attorneys of record for Plaintiff Benito Sierra ("Plaintiff") and the putative Class.

2. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

CASE BACKGROUND

3. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff seeks to represent a class of all persons who worked for any Defendant Direct Edge Media, Inc. ("Defendant" or "DEM" and together with Plaintiff, the "Parties") as an hourly, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending on March 13, 2026, as set forth in the Class Action and PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement"). 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.**[1]

4. Defendant is a full-service commercial printing company headquartered in the Orange County area and provides services nationally, with multiple production facilities located in California and Colorado. Plaintiff worked for Defendant as a Driver from approximately October 2020 to June 2024. Plaintiff was classified as non-exempt during the entirety of his employment and was subjected to the same unlawful labor practices as his coworkers.

5. Plaintiff's claim for unpaid wages is two-fold and stems from Defendant's alleged failure to incorporate all nondiscretionary bonuses into the regular rate of pay for purposes of paying overtime pay and Defendant's alleged failure to pay employees for off-the-clock work. Moreover, Plaintiff alleges that Defendant systematically failed to provide meal periods and rest

[1] The Class Notice will be provided to Class Members in English. The Parties confirm translation of the Class Notice is not required as all Class Members are proficient in English.

breaks. In addition to the foregoing claims, Plaintiff brings claims for reimbursement of necessary business expenses, and derivative claims against Defendant for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

6. Pursuant to PAGA, on December 19, 2024, Plaintiff 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. A true and correct copy of Plaintiff's Notice is attached hereto as **Exhibit 2**. On December 20, 2024, Plaintiff filed a Class Action complaint, which alleges that 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.

7. On February 25, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint against Defendant to add a ninth cause of action for civil penalties under PAGA (the "Operative Complaint"). A file-stamped copy of the Operative Complaint containing the Court-assigned case number was submitted to the LWDA. To date, the LWDA has not given its intention to investigate and intervene on the matter.

8. Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. Defendant argues the putative Class was paid all minimum wages and overtime pay owed and that Defendant did not allow its employees to work off-the-clock. Moreover, Defendant argues that it met its meal and rest period obligations, and that Plaintiff and Class Members were provided with the opportunity to take all meal and rest periods to which they were entitled. As for the unreimbursed business expenses, Defendant maintains it reimbursed Class Members for all necessary business expenses incurred, and that cellphone use was not required for work purposes. Furthermore, to the extent that Plaintiff received wage statements that were allegedly inaccurate, Defendant asserts that Plaintiff suffered no actual damage or harm as a result, and that there was no knowing or intentional violation. (*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."].)

9. With respect to Plaintiff's claim for waiting time penalties, Defendant alleges that its good-faith belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiff cannot prove that Defendant's alleged failure to pay all final wages at the time of separation was "willful." (*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, Defendant claims that it did not engage in any unfair business practices and denies liability under PAGA. Finally, Defendant also maintains the claims are improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that could bar class certification or significantly reduce Defendant's overall liability.

DISCOVERY AND INVESTIGATION

10. Following the filing of the complaint, the Parties met and conferred regarding an agreement to mediate the claims. The Parties agreed to mediate with Hon. Carl J. West (Ret.), an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for exchanging documents and information before the mediation. Plaintiff obtained from Defendant, through informal but extensive discovery, information sufficient to meaningfully evaluate the claims at issue in the action, including Plaintiff's complete personnel file, a sample of time and corresponding payroll records for Class Members, and information regarding the estimated number of current and former Class Members, Workweeks, Aggrieved Employees, PAGA Pay Periods, and average hourly pay.

11. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample time/pay records and documents regarding Defendant's wage and hour policies. Plaintiff's Counsel retained a statistics expert[2] to analyze the sample records and prepare a damage analysis prior to mediation. The sample time and pay records analyzed contained 2,936 shifts that Class Members worked (representing approximately 5.1% of

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[2] A true and correct of the expert's curriculum vitae is attached hereto as **Exhibit 3**.

total shifts worked in the Class Period), which allowed Plaintiff's expert to prepare an analysis with a sufficient degree of certainty. In conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel 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, Plaintiff's and his counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

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

SETTLEMENT NEGOTIATIONS

13. On January 14, 2026, the parties participated in a full-day mediation with Hon. Carl J. West (Ret.), a professional and neutral class and PAGA action mediator. The settlement negotiations were at arm's length and, although conducted in a professional manner, 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 extensive discussion regarding the merits and certifiability of Plaintiff's claims and Defendant's defenses, a settlement was reached by the Parties, the material terms of which are encompassed within Settlement.

14. In compliance with Labor Code section 2699, Plaintiff's Counsel submitted to the LWDA a notice of settlement and a copy of the proposed Settlement Agreement. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 4**. To date, Plaintiff's administrative exhaustion period under PAGA expired without the LWDA indicating its intent to investigate the alleged violations.

15. Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (Settlement, ¶ 3.1.) Each Class Member who does not opt-out will be entitled to his or her pro rata share of the Net Settlement Amount that is directly proportional to the number of workweeks during which the Class Member worked in the Class Period. (*Id.* at ¶ 1.23) Likewise, each Aggrieved Employee will be entitled to his or her pro rata share of the 35% share of PAGA Penalties that is directly proportional to the number of pay periods during which the Aggrieved Employee worked in the PAGA Period. (*Id.* at ¶ 3.2.5.1.) Any funds remaining uncashed after 180 days from issuance will be transmitted to the California Controller's Unclaimed Property Fund together with the funds for any Class Member whose envelope is returned and no forwarding address can be located for the Class Member after reasonable efforts have been made, in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure ("CCP") section 384(b). (*Id.* at ¶¶ 4.4.3, 4.4.4.)

16. The Gross Settlement Amount ("GSA") is $250,000.00, subject to potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.1.) Defendants will separately pay their employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*) Defendant shall fully fund the GSA, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date. (*Id.* at ¶ 4.3.)

17. The Settlement provides that there are 12,827 Workweeks based on the information provided by Defendant. (*Id.* at ¶ 8.0.) If the number of workweeks exceeds 12,827 by more than ten percent (10%) percent at the close of the Class Period, the Gross Settlement Amount will be increased on a pro rata basis according to the number of additional compensable workweeks worked by all Class Members in excess of ten (10%) percent with respect to the total number of workweeks

worked by the entire Class. (*Id.*) For example, if the number of workweeks increases by eleven percent (11%), then the Gross Settlement Amount will increase by one percent (1%). (*Id.*)

18. The Settlement provides for a Class Counsel Fees Payment of not more than 33% of the Gross Settlement Amount (currently estimated to be $83,333.33) for Plaintiff's Counsel's attorneys' fees, plus reimbursement for out-of-pocket litigation costs not to exceed $20,000.00. (*Id.* at ¶ 3.2.2.) In the event the amount of actual costs is less and/or the amount of fees and costs approved by the Court are less than the requested amounts, the difference will revert to Participating Class Members. (*Id.*) At this time, my firm has incurred $16,242.41 in costs, and a true and correct copy of these litigation costs, with the invoice from Plaintiff's expert statistician, is attached hereto as **Exhibit 5**.

19. The Settlement Agreement includes a Class Representative Service Payment to Plaintiff in an amount up to $7,500.00 from the Gross Settlement Amount, subject to the Court's approval, in addition to the amount he is eligible to receive as a Class Member. (*Id.* at ¶ 3.2.1.) This is payment for Plaintiff for initiating the Action and providing services in support of the Action. (*Id.* at ¶ 1.14.) In the event the amount approved by the Court is less than the requested amount, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.2.1.)

20. The Parties jointly appoint Phoenix Class Action Administration Solutions as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.2.) The Settlement provides the Administrator will be paid an Administration Expenses Payment from the Gross Settlement Amount, in an amount up to $5,750.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.3.) In the event the amount of costs is less and/or the amount approved by the Court is less than the requested amount, the difference will revert to Participating Class Members. (*Id.*) A true and correct copy of the Administrator's not-to-exceed bid of $5,750 is attached hereto as **Exhibit 6**.

21. The Class is defined as all persons who worked for any Defendant in California as an hourly, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending on March 13, 2026. (*Id.* at ¶ 1.5.) For purposes of Settlement, the "Class Period" is December 20, 2020, to March 13, 2026. (Settlement, ¶ 1.12.)

22. Aggrieved Employees is defined as past and present non-exempt, hourly-paid employees of DEM who worked in California during the applicable PAGA Period. (*Id.* at ¶ 1.4.) For

purposes of Settlement, the "PAGA Period" is December 19, 2023 to March 13, 2026. (Settlement, ¶ 1.31.)

23. The Settlement allocates $20,000.00 from the GSA for PAGA Penalties, which will be distributed 65% ($13,000.00) to the LWDA and 35% ($7,000.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiff's claims. (*Id.* at ¶ 3.2.5.)

24. 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 allocated as 100% penalties for tax purposes. (*Id* at ¶ 3.2.5.1.)

25. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action arising out of the allegations and claims asserted in the operative Complaint (the "Operative Complaint"), including without limitation to any and all claims for alleged unpaid wages (including but not limited to minimum, overtime, final pay upon termination), alleged unpaid meal and rest period premiums, failure to pay timely wages, failure to maintain required records, itemized wage statements, failure to reimburse for reasonable and necessary business expenses, failure to provide employment records, failure to furnish or provide all documents signed or obtained) including sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, and 2802, California Civil Code, applicable IWC Wage Orders, or Business & Professions Code Section 17200, Code of Civil Procedure Section 1021.5, and claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit claimed on account of the allegations that were alleged, or reasonably could have been alleged, based on the facts asserted in the operative Complaint. (*Id.* at ¶ 5.2.) This release shall apply to all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaint and ascertained in the course of the Action. (*Id.*) Participating Class Members who negotiate or otherwise deposit their Settlement Payment Check will be deemed to have opted into the Action for purposes of the Fair Labor Standards Act ("FLSA") and as to those Class Members,

they expressly waive and release any FLSA claims arising during the Class Period and reasonably related to the claims and allegations in the Operative Complaint. (*Id*.) This release excludes the release of claims not permitted by law. (*Id*.) The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the FLSA portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement." (*Id*.) Except as set forth in Section 6.3 of the Settlement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (*Id*.)

26. All Participating Class Members and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action including, but not limited to, all statutes/ordinances referenced in the Operative Complaint and the PAGA Notice and corresponding provisions of the California Industrial Welfare Commission Wage Orders and the California Code of Regulations, including but not limited to Labor Code Sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, and 2802, as well as Code of Civil Procedure Section 1021.5, as related to the above claims, including claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to properly pay accrued sick days, failure to properly pay unused vacation pay, failure to pay timely wages during employment, failure to pay all wages due to discharged and quitting employees, failure to maintain required records, failure to furnish accurate itemized wage statements, failure to

reimburse necessary business expenses, liquidated damages, civil penalties, and premium wages. (*Id.* at ¶ 5.3.)

27. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2, below ("Plaintiff's Release"). (*Id.* at ¶ 5.1.) Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. (*Id.*) Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. (*Id.*)

28. Released Parties is defined as Defendant and each of its former and present representatives, heirs, administrators, parents, subsidiaries, affiliates, predecessors or successors, and all agents, employees, owners, shareholders, insurers, reinsurers, assigns, officers, directors and attorneys thereof. (*Id.* at ¶ 1.41)

29. The release of all claims will be effective on the date when DEM fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties. (*Id.* ¶ at 5.)

30. The Class Notice will be mailed via first-class U.S. mail to the current address of each Class Member. (*Id.* at ¶ 4.4.1.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement, the approximate amounts of attorneys' fees, costs, PAGA Penalties, and service award being sought, an explanation of how the individual payments are calculated, 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 ¶¶ 4.4.1, 7.4.2, Ex. A.)

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

31. Plaintiff's Counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Plaintiff's Counsel is of the opinion that the Settlement is fair, reasonable, and adequate. Furthermore, in light of all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that could be asserted by Defendant both to certification and on the merits, the settlement is in the best interests of the Class Members.

32. Based on my analysis of the time, payroll, and additional records provided by Defendant, Plaintiff's expert's analysis of the time and payroll records provided by Defendant, and information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendants faced. I took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. According to the data Defendant provided at mediation, there are 115 Class Members who worked approximately 12,827 Workweeks, with a weighted average hourly rate of $19.45. Based on Defendant's payroll data, there are an estimated 58 former employees for Labor Code § 203 penalties, 66 employees that fall within the 1-year statute of limitations period for penalties under Labor Code § 226 and PAGA, and 2,521 PAGA Pay Periods during the PAGA Period.

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

Claim	**Relevant Time Period**	**Rate**	**Number of Violations**	**Amount**
Unpaid Wages (Regular Rate of Pay)	12,827 Workweeks	$19.49 average regular rate of pay	Based on the expert's analysis of records	**Determined to have negligible, if any, value**

Unpaid Wages (Off-the-Clock Work)	12,827 Workweeks	$19.45 average rate of pay	12,827 unpaid hours (assumes 60 minutes per shift) (assumes 86.5% overtime)	**$35,738.75****
Meal Period Violations	12,827 Workweeks	$19.45 average rate of pay	17,689 unique meal break violations (based on expert analysis of records)	**$129,721.78***
Rest Break Violations	12,827 Workweeks	$19.45 average rate of pay	57,593 unique rest break violations (assumes 100% violation rate for shifts of at least 3.5 hours)	**$112,018.39****
Unreimbursed Business Expenses	12,827 Workweeks	Assuming $40.00 per month	Based on information from Plaintiff	**$12,827.00***
Labor Code §203	Based on approximately 58 terminated employees	$19.45 average rate of pay / 30-day max.	Assumes 8.3 hours/day	**$14,205.55*****
Labor Code §226	Based on approximately 66 class members within the 1-year statute of limitations	$50 for initial violation; $100 for each subsequent pay period with $4,000 employee maximum	Based on 2,521 pay periods within the 1-year SOL	**$12,570.00*****
PAGA	Based on approximately 2,521 pay periods within the 1-year statute of limitations	$100 per pay period	Based on 2,521 pay periods within the 1-year SOL	**$12,605.00*****
Total for Class Claims				**$329,686.46**

* This figure is discounted based on a 25% probability of prevailing at class certification and on the merits.
** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits.
*** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.

33. The regular rate claim is based on the allegation that Defendant failed to incorporate all nondiscretionary bonuses into Plaintiff's and Class Members' regular rate of pay for purposes of paying overtime pay. However, Plaintiff's expert reviewed the sample records ahead of mediation and determined there was an insufficient basis to establish a Labor Code violation on a class-wide basis. Additionally, Defendant also argues that it did not fail to incorporate any bonuses into the regular rate of pay because such bonuses were discretionary. I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Accordingly, the **regular rate claim was determined to have negligible, if any, value**.

34. Plaintiff's unpaid wages claim is also based on allegations that Defendant did not compensate Class Members for off-the-clock work. According to Plaintiff, Plaintiff and other Class Members were required to wait in line to clock in for shifts, uncompensated. Plaintiff also contends that Defendant's pre-2025 handbook limited early clock in and late clock out and stated that such time was not paid time. For purposes of mediation, Plaintiff's Counsel assumed, based on information from Plaintiff, that each Class Member performed 60 minutes of unpaid work each shift. Plaintiff's expert thereby arrived at 12,827 cumulative unpaid hours, 86.5% of which is estimated to be overtime, resulting in an estimated maximum exposure of $357,387.48. However, Defendant argues employee timesheets accurately reflect work hours, that employees were compensated for all hours worked, and that Defendant did not require or permit the Class to work outside of their scheduled shift times. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations could potentially reveal that each Class Member had a different experience with respect to clocking in and working off-the-clock. Additionally, "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 – e.g. there are no records to be used as evidence. Therefore, I applied a 90% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $35,738.75 for the unpaid off-the-clock work claim**.

35. Plaintiff's meal period claim is based on allegations that Defendant did not maintain meal period policies or practices that ensured compliant meal periods. Plaintiff alleges that Defendant's pre-2025 handbook did not clearly address the timing of meal periods, including the requirement that meal periods be provided before the end of the fifth hour of work, and that employees were not consistently informed of this requirement. Plaintiff further alleges that, in practice, meal periods were often taken after the fifth hour of work, and that on some occasions recorded meal period times were adjusted to reflect earlier timing. Plaintiff contends that these practices resulted in employees not consistently receiving timely, uninterrupted meal periods. Plaintiff's expert reviewed the sample records that Defendant produced and thereby assessed 17,689 identifiable meal period violations, for a 31.4% violation rate. As a result, Defendant's maximum exposure was estimated to be $518,887.10. However, Defendant contends that many compliant meal breaks were taken and that where a violation appears, it was a result of employees voluntarily waiving their break rights. Furthermore, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant meal periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents some risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods. Therefore, I believe a 75% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of $129,721.78 for the meal period claim**.

36. Plaintiff's rest period claim is based on allegations that due to the nature of their work, Class Members' rest periods were often interrupted, and sometimes missed altogether. I assumed, based on information from Plaintiff, a 100% violation rate for shifts of at least 3.5 hours. Plaintiff's expert thus determined that there are 57,593 unique rest period violations and that Defendants did not pay any premium wages, resulting in an estimated maximum exposure of $1,120,183.85. Defendant maintains that it complied with all rest period obligations and that the putative Class was provided with the opportunity to take all rest periods to which they were entitled or otherwise

voluntarily waived breaks. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant rest periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits, particularly as rest periods were not recorded nor are they required to be recorded under California law. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to rest periods. Therefore, I applied an 90% discount to the maximum exposure. Applying this discount, I accordingly arrived at **a realistic damage estimate of $112,018.39 for the rest period claim**.

37. The unreimbursed business expenses claim is based on the allegation that Defendant did not reimburse Plaintiff and Class Members for expenses incurred in the discharge of their duties, including the use of personal cell phones for GPS navigation and work-related communications. Based on information from Plaintiff and for purposes of mediation, Plaintiff's Counsel assumed Defendant failed to reimburse Class Members approximately $40.00 per month. As a result, Defendant's maximum exposure for this claim was estimated to be $128,278.00. However, Defendant argues that Class Members were not required to incur any business expenses and that it complied with all its reimbursement obligations. Further, Defendant argues that this claim presents difficulties with certification given the individualistic nature of this claim. I acknowledge that the foregoing presents risk with respect to certification and proof on the merits. Therefore, I believe a 90% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of $12,827.00 for the reimbursement claim**.

38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimated that Defendant's realistic potential liability is **$787,611.00**. Defendant's maximum potential liability for waiting time penalties is $284,111.00 based on approximately 58 terminated class members within the relevant time period, $251,400.00 for inaccurate wage statements based on approximately 66 class members within the 1-year statute of limitations, and $252,100.00 for PAGA penalties based on the Court assessing a $100.00 penalty for each pay period (2,521 pay

periods). However, I believe that it would be unrealistic to expect the Court to award the full $790,511.00 in penalties given Defendant's defenses and the discretionary nature of penalties. Considering the underlying wage claims are realistically estimated to be $290,305.91 awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied to 95% discount to each penalty (resulting in $14,205.55 for waiting time penalties, $12,570.00 for inaccurate wage statement penalties, and $12,605.00 for PAGA penalties) and arrived at **$39,380.55 for statutory and civil penalties.**

39. **Using these estimated figures, Plaintiff predicted that the realistic recovery for all claims, including penalties, would be $329,686.46**. This means that the $250,000.00 settlement figure represents approximately 75.8% of the realistic recovery. This is an excellent result for the Class, particularly because, under the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

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

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

42. The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff was able to pursue his claims on a class-wide basis and thereafter obtained 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 Members.

43. This Settlement avoids the risks and the accompanying expense of further litigation. Although the Parties have engaged in a significant amount of investigation, informal discovery and class-wide data analysis, they have not conducted extensive formal discovery. Moreover,

preparation for class certification and a trial would remain for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or adverse summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

44. The Net Settlement Amount available for settlement payments is no less than **$113,416.67** for an estimated Class size of **115 individuals**.[3] As a result, it is estimated each Participating Class Member is eligible to receive an average benefit of approximately **$986.23** prior to tax withholdings on the wage portion of payments. Considering Class Members' average hourly rate is $19.45, the average benefit is approximately **50.71 hours of work**. Additionally, there are **65 Aggrieved Employees** who are each expected to receive an average of **$107.69** from the total Individual PAGA Payments of $7,000.00, or a **PAGA Pay Period value of $2.78** based on the **2,521 PAGA Pay Periods** during the PAGA Period. The actual amounts to Participating Class Members and Aggrieved Employees will vary based on each individual's duration of work during the Class Period or PAGA Period, respectively; thus, those who worked longer for Defendant during the relevant period will receive a benefit greater than the average estimated amount. Based on 12,827 Workweeks, **the average Workweek value is estimated to be $8.84**. Assuming a Class Member worked one Workweek, the estimated lowest Individual Class Payment is $8.84. There are approximately 273 Workweeks in the Class Period of December 20, 2020, to March 13, 2026. Assuming a Class Member worked for the entire duration of this period, the estimated highest Individual Class Payment is $2,413.32 ($8.84 Workweek value x 273 Workweeks). Assuming an Aggrieved Employee worked one PAGA Pay Period, the lowest Individual PAGA Payment is estimated to be $2.78 ($2.78 average PAGA Pay Period value x 1 PAGA Pay Period). There are approximately 58 pay periods in the PAGA Period of December 19, 2023 to March 13, 2026. Assuming an Aggrieved Employee worked for the entire duration of this

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[3] The Net Settlement Amount is at least $250,000.00 less the following: $7,500.00 for the Class Representative Service Payment, $5,750.00 for the Administration Expenses Payment, $20,000.00 for the PAGA Penalties payments to the LWDA and to Aggrieved Employees, $83,333.33 for Class Counsel's attorneys' fees, and up to $20,000.00 for Class Counsel's litigation costs. (Settlement Agreement, ¶¶ 1.28, 3.1-3.2.5.)

period, the highest Aggrieved Employee Payment is estimated to be $161.24 ($2.78 average PAGA Pay Period value x 58 PAGA Pay Periods). Accurate estimates of the high, low, and average payments will be provided to the Court in Plaintiff's Motion for Final Approval after the Administrator has processed the Class Data and will be provided to the Court in a motion for final approval.

45. The proposed settlement of $250,000.00 therefore represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement amount of $250,000.00 is within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate.

THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

46. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff provided valuable information regarding his hours worked, and what duties were performed during those hours. Plaintiff also provided information regarding meal and rest periods taken and missed by Plaintiff and other Class Members. Plaintiff participated in decisions concerning this action, assisted in preparation for the mediation session, and provided my office with the names and contact information of potential witnesses in this action. Before we filed this case, Plaintiff worked with my office to determine the viability of his claims. Plaintiff also provided information and documents relating to his employment by Defendant. The information and documentation provided by Plaintiff was 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 his participation.

47. At the same time, Plaintiff faced many risks in adding himself as the Class Representative in this matter. Plaintiff faced actual risks with his future employment, as putting himself on public record in an employment lawsuit could affect his likelihood for future

employment. For example, a search of Plaintiff's name will reveal this action, and as a result, many employers may forego hiring Plaintiff in learning he sued a former employer.

48. In turn, Class Members now can 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 Plaintiff putting himself on the line on behalf of the Class.

49. Plaintiff worked for Defendant for approximately 184 weeks from the beginning date of the Class Period, December 20, 2020 to June 2024 (when Plaintiff stopped working for Defendant) and for approximately 14 pay periods from the beginning date of the PAGA Period December 19, 2023 to June 2024 (when Plaintiff stopped working for Defendant). As a result, Plaintiff's Individual Class Payment is estimated to be $1,626.56 ($8.84 Workweek value x 184 Workweeks), and Plaintiff's Aggrieved Employee Payment is estimated to be $38.92 ($2.78 average PAGA Pay Period value x 14 PAGA Pay Periods). Plaintiff will provide accurate estimates to the Court in Plaintiff's Motion for Final Approval.

50. In the final analysis, this class action would not have been possible without the aid of Plaintiff, who put his own time and effort into this litigation and placed himself at risk for the sake of the Class. The requested service payment to Plaintiff for his service as the Class Representative is a relatively small amount of money considering the time and effort put into the litigation and compared to enhancements granted in other class actions. The requested service payment is therefore reasonable to compensate Plaintiff for his service and active participation in this lawsuit.

MY EXPERIENCE AND QUALIFICATIONS

51. 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 2025.

52. 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 PAGA representative actions.

53. 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.

54. 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 May 21, 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 Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912, 921 (N.D. Cal. 2005).) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 7**. 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 921-22.) Using the same method here and based on Class Counsel'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, eff. January 12, 2026 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, eff. 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 8 and **Exhibit 9**, respectively. Based on my 20 years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is $1,258.04 per hour ($1,227 Laffey Matrix rate + (2.53% x $1,227)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

55. 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

56. 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.

57. Mr. Feghali began working at Moon Law Group, PC in May 2015, and his practice has focused 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 and PAGA representative action practice.

58. 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 nearly 12 years of experience, his Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). (*See* Ex. 7.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of $900.00 per hour is reasonable.

59. 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), which is not currently scheduled for hearing.

(d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al*. (No. 19STCV44400), which was granted, in part, and denied, in part, in October 2022.

(e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV 20-1448 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage and hour class alleging that Plaintiff's claims were pre-empted by the Labor Management Relations Act.

(f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL 6333905, at *1. There, the Court of Appeal reversed a dismissal of an individual defendant following the trial court's granting of a demurrer without leave to amend relating to alter ego allegations.

(g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 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 plaintiff under FEHA, was a proper defendant.

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

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

60. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage and hour class and PAGA 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); *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).

S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS

61. S. Phillip Song is a Senior Attorney at my office. He received his undergraduate degree in 2006 from the University of Houston, graduating cum laude with a Communications B.A. and minor in Accounting. Mr. Song earned his Juris Doctor degree in 2011 from the University of Houston Law Center. Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is presently admitted to practice in all state courts of California (admitted in 2019), and before all federal district courts in California. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and employment law. Mr. Song has worked on numerous class action cases and representative actions that have been granted final approval, including *Paez et al. v. C&R Restaurant Group, LP*, Kern County Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc.*, San Luis Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc.*, Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc.*, Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats (Stockton), LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0012758; *Garcia v. Continental Intermodal Group LP dba CIG Logistics*, Kern County Superior Court, Case No. BCV-19-102776; *Tourchette adv. Finelite, Inc.*, Alameda County Superior Court, Case No. RG19022885; *Touch v. Presidio Components, Inc.*, Kern County Superior Court, Case No. BCV-20-101005; *Johnston v. Environmental Logistics, Inc.*, Kern County Superior Court, Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste Minimization, Inc.*, Kern County Superior Court, Case No. BCV-19-102248-SDS; *Priess v. Fiore Management LLC dba Canndescent*, Kern County Superior Court, Case No. BCV-20-100930; *Alcantar v. Bay Equity LLC*, Marin County Superior Court, Case No. CIV1903376; *Spier v. Gibbs International, Inc.*, Kern County Superior Court, Case No. BCV-19-101774-DRL; *Borghi v. Goldco Direct LLC dba Goldco Precious Metals*, Ventura County Superior Court, Case No. 56-2019-00533053-CU-OE-VTA; *Williams v. Aetna, Inc., et al.*, Alameda County Superior Court,

Case No. RG19004083; *Singh v. Ryzen*, Alameda County Superior Court, Case No. RG19039158; *Hoshaw v. Sutherland Healthcare*, Los Angeles County Superior Court, Case No. 19STCV33165; *Hart v. Zazzle, Inc.*, San Mateo County Superior, Court Case No. 20-CIV-01321; *Stacy v. Branded Group, Inc*., Kern County Superior Court, Case No. BCV-21- 100443-BCB; *Angeles v. iKrusher, Inc.*, Los Angeles County Superior Court, Case No. MSC20-01312, *Zuniga v. Central Valley Concrete, Inc.*, Merced County Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power Services Corp.*, Merced County Superior Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A Distributors*, San Bernardino County Superior Court, Case No. CIVDS1938970; *Bandril v. Plastikon Industries*, Alameda County Superior Court, Case No. RG19038227; *Williams v. National Construction Rentals, Inc.*, Alameda County Superior Court, Case No. RG20075904; *Pho v. Kruger Foods, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0002099; *Collins v. Mobile Medical Examination Services, LLC dba MEDXM*, Orange County Superior Court, Case No. 30-2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVDS1915438 (Consolidated with Case No. CIVDS2023661); *Weber v. Sunrise Medical (US) LLC*, Merced County Superior Court, Case No. 20CV-01461 (Consolidated with Case No. 20CV-01707); *Flores v. Rivermaid Trading Company*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0008623; *Guzman v. Bentley Mills, Inc.*, Los Angeles County Superior Court, Case No. 20PSCV00789; and *Ferrara v. South Coast Winery, Inc.*, Riverside County Superior Court, Case No. CVRI2101920 (Consolidated with Case Nos. CVRI2102449 and MCC2001498). Mr. Song is currently handling multiple class action and PAGA matters. Mr. Song's current billing rate is $775.00 per hour. Based on Mr. Song's nearly 15 years of experience, his Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). (*See* Ex. 7.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Song's billing rate of $775 per hour is reasonable

<u>PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS</u>

62. 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 roughly 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 knowledge in areas of wage and hour class actions, PAGA representative actions, and labor and employment law generally, the substantiative (state and federal) and procedural law of which is frequently evolving.

63. 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.

64. The foregoing experience of myself and other attorneys of Moon Law Group, PC 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 proposed Settlement.

65. To my knowledge, I do not have any conflicts of interest with Plaintiff, other Class Members, or the proposed Administrator, and I am not related to Plaintiff. I respectfully submit that the attorneys of Moon Law Group, PC, myself included, 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. We respectfully request to be appointed as Class Counsel, for settlement purposes.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

66. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to 33% of the Gross Settlement Amount, plus actual costs and expenses not to exceed $20,000.00. (Settlement, ¶ 3.2.2.) The proposed award of attorneys' fees to Class Counsel in this case can be

justified under either the lodestar or percentage/common fund recovery method. Plaintiff's Counsel, however, intend to base the proposed award of fees 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.

67. I am informed and believe that the fee and costs provision is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. 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.

68. It is further estimated that my office will need to expend at least another 50 to 100 hours to monitor the process leading up to the final approval and payments made to the class. My office also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

69. The risk to my office has been very significant, particularly if we were not successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. 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 filing for bankruptcy. 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.

70. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Moon Law Group, PC represents virtually all of its employment law clients on a contingency fee basis. 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.

71. As of the drafting of this motion, my office has incurred $16,242.41 in expenses litigating this action, and we anticipate accruing additional costs up to Final Approval of the Settlement. These expenses were reasonably necessary to the litigation and were actually incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement.

72. 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 included, without limitation, the following:

(a) Numerous interviews with the Plaintiff and review of documents provided by him;

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

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

(d) Extensive "meet and confer" correspondence and discussions with Defendant's counsel regarding remand;

(e) Extensive "meet and confer" correspondence and discussions with Defendant's counsel to obtain relevant documents and information through informal discovery;

(f) Contacting witnesses;

(g) Analysis of the audit results and preparation of a damages model with the aid of a statistics expert;

(h) Research and preparation of Plaintiff's mediation brief;

(i) Attendance at mediation;

(j) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and attachments;

(k) Drafting and managing pleadings issues to streamline the approval process; and

(l) Preparation of the motion for preliminary approval.

73. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has been reached that includes a settlement payment by Defendant of $250,000.00 to compensate settlement Class Members for Defendant's wage and hour practices. I am informed and believe that, without the efforts of my office, the Labor Code and Wage Order violations alleged in the 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 May 26, 2026, at Los Angeles, California.

____

Kane Moon

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los Angeles, California 90017. On **May 26, 2026**, I served the foregoing document described as:

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

X__ by placing ___ the original _X_ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Attorneys for Defendant

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASE ANYWHERE.** I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this**, May 26, 2026** at Los Angeles, California.

Ivette Hernandez	*/s/ Ivette Hernandez*
Type or Print Name	Signature