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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

STEPHEN SALCIDO, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

ADVANCED MACHINING & TOOLING, LLC;
and DOES 1 through 10, inclusive,

Defendants

Case No.: 25CU032798C

CLASS AND REPRESENTATIVE ACTION

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

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

PRELIMINARY APPROVAL HEARING:

Date: June 25, 2027

Time: 9:00 a.m.

Dept.: C-67

Judge: Hon. Michael T. Smyth

Action Filed: December 20, 2024

Trial Date: Not set

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Stephen Salcido (“Plaintiff”) and the putative Class. I have personal knowledge of the matters set forth herein and if called as a witness, I could and would testify competently to the facts described herein.

CASE BACKGROUND AND PROCEDURAL HISTORY

2. This is a wage-and-hour class and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff seeks to represent a class of all current and former hourly-paid or non-exempt employees of Defendant Advanced Machining and Tooling, Inc. (“Defendant”) in California who worked at least one day 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 manufactures production quantities of fabricated assemblies and complex precision parts for all industries. Defendant employed Plaintiff and other non-exempt, hourly-paid employees during the Class Period. Plaintiff contends he and his coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

4. Plaintiff's claim for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiff and others for off-the-clock work and failed to incorporate all remuneration into employees' regular rate of pay for purposes of paying overtime, meal premium, or sick pay. Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work, Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-compliant breaks. Plaintiff further brings a claim for unreimbursed necessary business expenses based on allegations that Class Members were required to use their personal cellphone for work purposes without reimbursement from Defendant. Finally,

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

3 5. Because of the foregoing alleged violations of various provisions of the Labor Code,
4 Plaintiff filed a class action on December 20, 2024, which alleges Defendant systematically: (1) failed
5 to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4)
6 failed to authorize and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed
7 to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, and
8 (8) engaged in unfair business practices.

9 6. Pursuant to PAGA, on December 19, 2024, Plaintiff gave written notice to the California
10 Labor and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with
11 certified mail service on Defendant, and paid the required filing fee. A true and correct copy of Plaintiff’s
12 PAGA Notice is attached hereto as **Exhibit 2**. On February 25, 2025, Plaintiff timely filed a First
13 Amended Class and Representative Action Complaint to add a ninth cause of action for civil penalties
14 under PAGA (the “Operative Complaint”). In compliance with Labor Code section 2699(s)(1), Plaintiff
15 subsequently submitted to the LWDA a file-stamped copy of the Operative Complaint. To date, the
16 LWDA has not indicated its intent to investigate the alleged violations or intervene in this Action.

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

11 DISCOVERY AND INVESTIGATION

12 8. The Parties agreed to mediate this action with Steven Rottman, Esq., an experienced class
13 and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
14 production of documents and information before mediation. Prior to mediation, Plaintiff obtained from
15 Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate
16 the claims asserted in this action. Defendant produced a statistically sound sample of time and pay
17 records for approximately 19% of the putative Class, Plaintiff's personnel file and time and pay records,
18 and Defendant's written employment policies in effect during the Class Period. Defendant also provided
19 information regarding the estimated number of current and formerly employed Class Members,
20 Aggrieved Employees, and PAGA Pay Periods.

21 9. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information
22 Defendant provided, including the sample records and documents regarding Defendant's wage-and-hour
23 policies. Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a
24 damage analysis prior to the mediation. The sample time and pay records analyzed contained 9,152
25 actual shifts worked (representing about 19% of total shifts worked in the Class Period), which allowed
26 Plaintiff's expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their
27 extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the
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1 claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel was able to evaluate the
2 probability of class certification, success on the merits, and Defendant's maximum and realistic
3 monetary exposure for all claims. Thus, Plaintiff's and his Counsel's familiarity with the facts of the
4 case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the
5 Settlement.

6 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

7 10. On December 11, 2025, the Parties participated in a full day of private mediation with
8 Steven Rottman, Esq. The negotiations were at arm's length and, although conducted in a professional
9 manner, were adversarial. The Parties went into the mediation willing to explore the potential for a
10 settlement of the dispute, but each side was also prepared to litigate their position through trial and
11 appeal if a settlement had not been reached. After a full discussion regarding the strengths and
12 weaknesses of Plaintiff's claims and Defendant's defenses and with the assistance of the mediator, the
13 Parties reached a resolution, the material terms of which are set out in the Settlement.

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

19 KEY TERMS OF SETTLEMENT

20 12. GSA and Funding: The Gross Settlement Amount ("GSA") is \$280,000, subject to potential
21 increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.0.) Defendant will
22 separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments.
23 (*Id.*) Defendant will fully fund the GSA, together with all employer-side payroll taxes owed on the Wage
24 Portion of Individual Class Payments, by transmitting the funds to the Administrator within eighteen
25 (18) months from the date of Preliminary Approval of the Court. (*Id.* at ¶ 4.0.)

26 13. Escalator Clause: The Settlement provides an escalator clause under which should the
27 number of Workweeks increase by more than 10% of the original estimate of 8,597 (i.e., the total number
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1 of workweeks exceed 9,457), the GSA shall be increased proportionally by the percentage greater than
2 the 10% increase, unless Defendant elects to shorten the Class Period. (*Id.* at ¶ 7.0.) For example, if the
3 total workweeks increases by 12%, then the GSA shall be increased by 2% (or the amount beyond the
4 10% increase to the workweeks worked by the Class Members during the Class Period). (*Id.*) If the total
5 amount of workweeks of the Class Members for the Class Period is 9,457 or less, then the escalator
6 clause will not be triggered and the GSA shall not increase. (*Id.*) Moreover, if the total amount of
7 workweeks of the Class Members is determined by the Administrator to be greater than 9,457, Defendant
8 shall have the option to (rather than increase the Gross Settlement Amount) shorten the Class Period to
9 an end date that results in the number of workweeks being equal to or less than 9,457. (*Id.*)

10 14. Class Representative Service Payment: The Settlement includes a payment up to \$5,000.00
11 payable from the GSA, subject to the Court's approval, to Plaintiff as the Class Representative, in
12 addition to the amount he is eligible to receive as a Class Member. (*Id.* at ¶¶ 1.14, 3.1.1.) This award is
13 for his services in support of the Action and General Release. (*Id.* at ¶ 1.14.) In the event the award
14 finally approved is less, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.1.1.)

15 15. Class Counsel Fees and Expenses Payments: The Settlement permits a fee application of
16 not more than one-third of the GSA (currently estimated to be \$93,333.33) or \$93,333.33, whichever is
17 greater, for reasonable attorneys' fees, plus reimbursement for actual litigation costs not to exceed
18 \$35,000.00, payable to Class Counsel from the GSA. (*Id.* at ¶ 3.1.2.) In the event the amounts finally
19 approved are less, the difference will revert to Participating Class Members. (*Id.*) To date, my firm has
20 incurred \$32,118.22 in actual litigation costs, and a true and correct copy of a report showing current
21 costs is attached hereto as **Exhibit 4**.

22 16. Administration Expenses Payment: The Settlement provides an Administration Expenses
23 Payment to the Administrator, payable from the GSA, in an amount not to exceed \$6,000.00, except for
24 a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.1.3.) In the event the amount of actual
25 administration costs is less and/or the amount approved by the Court is less than requested, the difference
26 will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action
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Administration Solutions (“Phoenix”) as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.1, 6.0.) A true and correct copy of Phoenix’s bid of \$6,000.00 is attached hereto as **Exhibit 5**.

17. Aggrieved Employees; PAGA Period: Aggrieved Employees is defined as all current and former hourly-paid or non-exempt employees of Defendant in California who worked at least one day during the PAGA Period. (*Id.* at ¶ 1.3.) For purposes of Settlement, the “PAGA Period” is December 19, 2023, to February 11, 2026, except as otherwise provided in Paragraph 7.0 of the Settlement.¹ (*Id.* at ¶ 1.32.)

18. PAGA Penalties; Individual PAGA Payments: The Settlement allocates \$10,000.00 from the GSA for settlement of the Released PAGA Claims, which will be distributed 65% (\$6,500.00) to the LWDA and 35% (\$3,500.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiff’s claims. (*Id.* at ¶¶ 1.35, 3.1.4.) Each Aggrieved Employee will be entitled to a pro rata share of the 35% share of the PAGA Penalties directly proportional to their number of PAGA Pay Periods. (*Id.* at ¶ 3.1.4.1.) This results in an average Individual PAGA Payment of about **\$58.33** for each of the estimated 60 Aggrieved Employees (\$3,500 / 60), and a PAGA Pay Period value of about **\$1.68** for each of the 2,082 estimated Pay Periods in the PAGA Period (\$3,500 / 2,082).

19. Net Settlement Amount: After deducting the Class Representative Service Payment, the Class Counsel Fees and Expenses Payments, the PAGA Penalties allocation, and the Administration Expenses Payment from the GSA, in the amounts specifically approved by the Court, any difference in the amounts requested and the amounts awarded will be allocated to the Net Settlement Amount for distribution to Participating Class Members. (*Id.* at ¶¶ 1.27, 3.1.) Accordingly, the Net Settlement Amount will be *no less than* **\$130,666.67** for an estimated Class of **75 individuals**.²

¹ The PAGA Period means December 19, 2023, through the date the Class Period ends. The Class Period means December 20, 2020 to February 11, 2026, except as otherwise provided in Paragraph 7.0 of the Settlement.

² The Net Settlement Amount was calculated by deducting the following from the \$280,000 GSA: \$5,000.00 for the Class Representative Service Payment, up to \$6,000.00 for the Administration Expenses Payment, \$10,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$93,333.33 for the Class Counsel Fees Payment, and up to \$35,000.00 for the Class Counsel Expenses Payment. (Settlement, ¶¶ 3.1–3.1.4.)

1 20. Class Members/Period: The Settlement Class is defined as all current and former hourly-
2 paid or non-exempt employees of Defendant in California who worked at least one day during the Class
3 Period. (*Id.* at ¶ 1.4.) For purposes of Settlement, the “Class Period” is December 20, 2020 to February
4 11, 2026, except as otherwise provided in Paragraph 7.0 of the Settlement. (*Id.* at ¶ 1.12.)

5 21. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a
6 pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks
7 worked during the Class Period. (*Id.* at ¶ 3.1.3.1.) The estimated **\$130,666.67** Net Settlement Amount
8 results in an average Individual Class Payment of about **\$1,742.22** for each of the estimated 75 Class
9 Members ($\$130,666.67 / 75$),³ and a Workweek value of about **\$15.20** for each of the 8,597 estimated
10 Workweeks in the Class Period ($\$130,666.67 / 8,597$).

11 22. Tax Allocations: Individual Class Payments will be allocated as 20% as wages and 80% as
12 penalties and interest for tax purposes. (*Id.* at ¶ 3.1.3.2.) Individual PAGA Payments will be allocated as
13 100% penalties for tax purposes. (*Id.* at ¶ 3.1.4.2.)

14 23. Disbursement and Uncashed Funds: Disbursement will occur within 14 days of completed
15 funding. (*Id.* at ¶ 4.1.) Class Members will not need to submit any claim form as a condition of receiving
16 individual settlement payments. (*Id.* at ¶ 3.0.) Any funds remaining uncashed after 180 days from
17 issuance, or for any Participating Class Member and/or Aggrieved Employee whose envelope is returned
18 and no forwarding address can be located for the Class Member after reasonable efforts have been made,
19 will be transmitted by the Administrator to the California Controller’s Unclaimed Property Fund in the
20 name of the Participating Class Member and/or Aggrieved Employee, thereby leaving no “unpaid
21 residue” subject to the requirements of California Code of Civil Procedure (“CCP”) section 384(b). (*Id.*
22 at ¶¶ 4.1.1, 4.1.3.)

23 24. Released Class Claims by Participating Class Members: The “Released Class Claims” is
24 limited to any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses,
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26 ³ At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will
27 be calculated by the Administrator following preliminary approval and receipt and processing of the Class
28 Data. (Settlement, ¶ 6.1.) The high and low range of payments will be provided to the Court in a motion for
final approval.

1 attorneys' fees, damages, and causes of action that were alleged or that reasonably could have been
2 alleged based on the facts alleged in the Action. (*Id.* at ¶ 5.1.)

3 25. Released PAGA Claims by PAGA Members and LWDA: The "Released PAGA Claims" is
4 limited to any and all claims for civil penalties, and attorneys' fees and costs, under PAGA that were
5 alleged or that reasonably could have been alleged based on the facts alleged in the Action and Plaintiff's
6 PAGA Notice. (*Id.* at ¶ 5.2.)

7 26. Plaintiff's General Release: Under the Settlement, Plaintiff has agreed to a general release
8 of any and all claims related to his employment, including all claims alleged in the Action. (*Id.* at ¶ 5.0.)

9 27. Effective date of claims releases: The release of all claims will be effective only upon
10 Defendant's funding of the GSA and employer-share of payroll taxes. (*Id.* at ¶ 5.)

11 28. Released Parties: Defendant and its past, present and future subsidiaries, parents, affiliated
12 and related companies, divisions, successors, predecessors or assigns, and any company or entity that
13 may be alleged to be the joint employer of the Class Members along with Defendant and/or Defendant's
14 alter ego; and their past, present, and future officers, directors, shareholders, partners, agents, insurers,
15 employee, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors,
16 successors or assigns, and their agents and attorneys, as well as Tribus Aerospace Corporation, and its
17 past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors,
18 predecessors or assigns; and their past, present, and future officers, directors, shareholders, partners,
19 agents, insurers, employee, advisors, accountants, representatives, trustees, heirs, executors,
20 administrators, predecessors, successors or assigns, as well as insurers, reinsurers, and any insurance
21 related entities that have a relationship with Defendant. (*Id.* at ¶ 1.41.)

22 29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed
23 via first-class U.S. mail in English and Spanish to the current address of each Class Member. (*Id.* at ¶
24 6.3.) The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement,
25 the approximate amounts of attorneys' fees, costs, PAGA Penalties, and service award being sought, an
26 explanation of how the individual payments are calculated, the Final Approval Hearing information, the
27 procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members,
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1 and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at
2 ¶¶ 6.3–6.5, Ex. A.)

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

6 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

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

15 32. Based on Plaintiff’s Counsel’s review of the time, payroll, and additional data provided by
16 Defendant, on Plaintiff’s expert’s analysis of the sample records provided by Defendant, and on
17 information from Plaintiff, Plaintiff’s Counsel evaluated the estimated maximum and risk-adjusted
18 exposure that Defendant faced. Based on a review of Defendant’s records, it is estimated that there are
19 approximately 75 Class Members who collectively worked 8,597 Workweeks during the Class Period,
20 and 60 Aggrieved Employees who collectively worked 2,082 PAGA Pay Periods during the PAGA
21 Period. (*Id.* at ¶ 7.0.) Additionally, there were an estimated 35 former employees falling within the three-
22 year statute of limitations (“SOL”) period for waiting time penalties, that Class Members’ average hourly
23 rate was \$30.58, and that the average regular hourly rate was \$31.16.

24 Accordingly, we calculated Defendant’s potential exposure as follows:

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	8,597 Workweeks	\$31.16 average regular rate	Based on Expert Analysis of Records	\$19,131.50*

Unpaid Wages (Off the Clock)	8,597 Workweeks	\$30.58 average hourly rate	8,095 net unpaid hours (assuming 10 minutes per shift) (92.6% overtime)	\$36,215.85***
Meal Period Violations	8,597 Workweeks	\$30.58 average hourly rate	3,296 unique meal break violations	\$50,395.84*
Rest Period Violations	8,597 Workweeks	\$30.58 average hourly rate	48,309 rest break violations (assuming 100% break violations for shifts of at least 3.5 hours)	\$147,728.92**
Unreimbursed Business Expenses Violations	8,597 Workweeks	\$25 per Pay period	Assumes \$25 per Pay Period	\$12,935.10***
Labor Code § 203	Based on approx. 35 terminated employees within the 3-year SOL	\$30.58 average hourly rate / 30- day max.	Assumes 8.3 hours / day	\$13,682.55****
Labor Code § 226	Based on approx. 60 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 2,082 pay periods within the 1-year SOL	\$12,000.00****
PAGA	Based on 2,082 pay periods within the 1-year SOL	\$100 per pay period	Based on 2,082 pay periods within the 1-year SOL	\$10,410.00****
Total				\$302,499.76
* These figures are discounted based on a 50% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 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				

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,

1 33. As discussed above, Plaintiff's unpaid wages claim is based on allegations that Defendant
2 failed to incorporate all remuneration, including bonuses, into Class Members' regular rate of pay for
3 purposes of paying overtime, meal premium and sick pay. Specifically, Plaintiff's expert reviewed the
4 sample records Defendant produced and found 55 identifiable additional remunerations that were made
5 yet not factored into the regular rate of pay, impacting 60% of Class Members for sick pay, 6.7% of
6 Class Members for meal premium pay and 73.3% of Class Members for overtime pay and resulting in a
7 maximum exposure of \$38,263.00. However, Defendant argues bonuses were discretionary, and
8 therefore Defendant was not required to incorporate those payments into the regular rate. Additionally,
9 Defendant argues that to the extent it failed to incorporate any of the additional payments into the regular
10 rate of pay, this results in nominal exposure as only 14.8% of pay periods included overtime and
11 additional compensation, only 0.1% of pay periods included sick pay and additional compensation, and
12 2.2% of pay periods included meal premium pay and additional compensation. Due to the lack of written
13 policies regarding criteria for bonus payments and Defendant's minimal exposure, I acknowledge the
14 foregoing presents significant risk with certifying this claim and proof on the merits. Therefore, I applied
15 a 50% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate**
16 **of \$19,131.50 for the regular rate claim.**

17 34. Plaintiff's unpaid wages claim is based on allegations that Defendant failed to pay all
18 minimum and overtime wages due to off-the-clock work performed related to time spent waiting to clock
19 in for work. Plaintiff alleges that Class Members were required to wait in line in order to clock into ADP,
20 using one of the two available computers. Plaintiff also claims that Class Members, on many occasions,
21 would have to wait to clock in because the computer had been powered off or the computer was being
22 used by another co-worker. Therefore, Plaintiff's Counsel estimated Class Members spent an average
23 10 minutes off the clock per shift. Accordingly, Plaintiff's Counsel and data expert estimated Defendant
24 failed to pay Class Members for approximately 8,095 hours, 92.6% of which should have been paid at
25 the overtime rate. From this, and in light of the average rates of the Class Members, Defendant's
26
27 the likelihood that Defendant could assert viable legal defenses would likely further reduce its overall
28 exposure.

1 estimated maximum potential liability is \$362,158.48. Defendant contends that all time worked was
2 compensated, that the time spent waiting to clock in was *de minimis*, that Class Members were not
3 permitted to work off-the-clock, and that this claim is highly individualized and not susceptible to class-
4 wide treatment. I acknowledge that “off-the-clock” claims are difficult to be tried on a class wide basis
5 because there is no apparatus that can be used to prove this claim—there are no records to be used as
6 evidence. In light of these defenses, and for purposes of settlement, I discounted the maximum potential
7 liability by 90%. **Plaintiff’s realistic recovery estimate for the unpaid wages claim due to off-the-**
8 **clock work is therefore \$36,215.85.**

9 35. Plaintiff’s meal period claim is based on allegations that Defendant did not provide or
10 maintain sufficient meal period practices, such that Class Members were not always permitted or able to
11 take meal periods and/or were sometimes subjected to late, short and/or interrupted meal periods without
12 compensation in lieu thereof. The sample of time and corresponding payroll records for the putative
13 Class indicated that Defendant either failed to provide a meal period or provided a short and/or untimely
14 meal period 3,296 times throughout the Class Period, resulting in a 7% violation rate. Plaintiff’s Counsel
15 and its data expert then calculated that, in light of these violations and the average hourly rate of the
16 putative Class, that Defendant had a potential liability of \$100,791.68 (3,296 unique violations x \$30.58
17 avg. hourly rate). Defendant nonetheless contends that many meal breaks were taken and, where a
18 violation appears, it was a result of the Class Member voluntarily choosing to forego a meal period, to
19 take it after the end of the fifth hour, or to stop his or her break early to return to work. Moreover,
20 certification and proof of this claim would require declarations from Class Members and obtaining such
21 declarations potentially would reveal that each Class Member had a different experience with respect to
22 meal periods. In light of these defenses, and for purposes of settlement, Plaintiff’s Counsel believe it
23 reasonable to apply a 50% discount to the potential liability. **Plaintiff’s realistic recovery estimate for**
24 **the meal period claim is therefore \$50,395.84.**

25 36. The rest break claim is based on the allegation that Defendant did not provide or maintain
26 sufficient rest break practices, such that Class Members were regularly required to work in excess of
27 four consecutive hours a day, or a major fraction thereof, without authorization or permission to take a
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1 ten-minute, continuous and uninterrupted rest period or without compensation in lieu thereof. The
2 precise number of rest break violations could not be calculated since Defendant neither documented, nor
3 is required to document, when Class Members took their required rest breaks. Therefore, in preparation
4 for mediation, Plaintiff's Counsel assumed a 100% violation rate for shifts of at least 3.5 hours in length
5 and, based on the average hourly rate of the putative Class, calculated Defendant's potential liability to
6 be \$1,477,289.22 (48,309 unique rest break violations x \$30.58 per hour). Defendant nonetheless
7 contends rest periods do not have to be recorded, that Class Members voluntarily chose to forego some
8 rest breaks and, significant for purposes of class certification, that this claim is individualized in nature
9 and therefore would require declarations indicating the majority of Class Members experienced issues
10 as to rest breaks. In light of these defenses, and for purposes of settlement, I discounted Defendant's
11 potential liability by 90%. **Plaintiff's realistic recovery estimate for the rest break claim is therefore**
12 **\$147,728.92.**

13 37. The unreimbursed business expenses claim is based on the allegation that Defendant did not
14 reimburse Class Members for all expenses incurred in direct consequence of the discharge of duties,
15 including the use of their personal cellphone for work purposes. The precise value of all necessary
16 business expenses Class Members incurred could not be calculated. Therefore, in preparation for
17 mediation, Plaintiff's Counsel estimated Defendant owed approximately \$25.00 per Pay Period to each
18 Class Member in the statutory period and that Defendant's potential liability is \$129,351.00. Defendant
19 contends it complied with all its reimbursement obligations, that cellphone use was not required for
20 work, and further, that the reimbursement claim would be difficult to certify, given the individualistic
21 nature of this claim. In light of these defenses, and for purposes of settlement, I discounted Defendant's
22 potential liability by 90%. **Plaintiff's realistic recovery estimate for the unreimbursed expenses**
23 **claim is therefore \$12,935.10.**

24 38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
25 estimates Defendant's maximum potential recovery, prior to risk-adjustment, is \$721,851.00, which
26 breaks down as follows: **\$273,651.00** for waiting time penalties for approximately 35 terminated Class
27 Members in the 3-year SOL; a **\$240,000.00** penalty for inaccurate wage statements based on
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1 approximately 60 Class Members in the 1-year SOL; and **\$208,200.00** for PAGA penalties based on
2 2,082 Pay Periods and the Court assessing a \$100 penalty for each pay period containing a violation.
3 However, I believe it would be unrealistic to expect the Court to award the full exposure amount given
4 the discretionary nature of awarding penalties and given Defendant's defenses, including without
5 limitation, that any failure to pay all final wages at the time of separation was not willful or intentional
6 and that to the extent Plaintiff received wage statements that were allegedly inaccurate, Plaintiff suffered
7 no actual resulting damage or harm. Moreover, I understand the individualized and testimony-intensive
8 nature of the wage claims could bar class certification or otherwise significantly reduce Defendant's
9 overall liability for statutory and civil penalties. Furthermore, considering the underlying wage claims
10 are realistically estimated to be \$266,407.21, awarding such a disproportional amount in penalties would
11 also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty
12 (resulting in **\$13,682.55** for waiting time penalties, **\$12,000.00** for inaccurate wage statement penalties,
13 and **\$10,410.00** for PAGA penalties) and accordingly arrived at **a realistic recovery estimate of**
14 **\$36,092.55 for statutory and civil penalties.**

15 39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for**
16 **all claims, including penalties, is \$302,499.76.** This means **the \$280,000.00 gross settlement figure**
17 **represents about 92.6% of the total realistic recovery.** This is an excellent result for the Class,
18 particularly because, under the Settlement, Class Members will receive timely and guaranteed relief,
19 avoiding the risk of not being able to recover anything.

20 40. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that
21 satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing
22 Aggrieved Employees with genuine and meaningful relief, on the other. As a result of this litigation,
23 Defendant has had to hire legal counsel, engage in informal class-wide discovery, and participate in
24 mediation. Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming
25 final settlement approval is granted. (Settlement, ¶ 3.1.4.) Not including its own attorneys' fees and costs
26 as well as the employer's share of payroll taxes, Defendant will pay no less than \$280,000.00 to resolve
27 this matter—of which \$10,000.00 is allocated toward the PAGA claims and will be distributed, in
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1 compliance with Labor Code section 2699 as 65% (\$6,500.00) to the LWDA and 35% (\$3,500.00) to
2 Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved
3 Employees from pursuing any individual claims they may have against Defendant or the other Released
4 Parties. Moreover, Plaintiff’s Counsel are of the opinion that because the issues here are fairly contested,
5 there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the
6 merits due to the largely discretionary nature of awarding PAGA penalties. In other words, were this
7 matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial
8 reduction.

9 41. Further, Plaintiff’s Counsel took into account the risk of not being able to proceed on a
10 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
11 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties
12 and in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff
13 would be successful at trial, assuming he is first able to certify the claims and defeat the manageability
14 issues presented at litigation, Plaintiff could be awarded substantially less than what was obtained
15 through the Settlement. In sum, the \$10,000 PAGA Penalties allocation under the Settlement constitutes
16 genuine and meaningful relief.

17 42. Here, the Settlement represents a substantial recovery when considered against the risk and
18 uncertainties involved in continued litigation, the burdens of proof necessary to certify the claims and
19 establish liability, and the probability of appeal. While Plaintiff is confident in the merits of his claims,
20 a legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving the
21 amount owed to each Class Member would be an expensive, time-consuming, and uncertain proposition.

22 43. The Settlement obviates the significant risk that this Court may deny certification of all or
23 some of Plaintiff’s claims. Plaintiff’s Counsel took into account the risk of not prevailing at trial due to
24 low or no participation by Class Members. Indeed, the individualized and testimony-intensive nature of
25 the claims could bar manageability of the representative claims or otherwise significantly reduce any
26 recovery whatsoever. For example, the rest period and unreimbursed expense claims are testimony-
27 driven claims and assume a 100% violation rate, which would not likely be demonstrated at trial, as it
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1 assumes either the participation of a majority or all employees (which would be difficult given the reality
2 that many, if not all, employees would be unwilling to participate due to fear of retaliation), or
3 alternatively, the use of surveys or statistical data as a surrogate (which would still require the
4 participation of a majority of employees to establish a sound representation of all non-exempts). Even
5 assuming employees would be willing to participate, obtaining declarations would potentially reveal that
6 each individual employee had a different experience.

7 44. Furthermore, even if Plaintiff was able to pursue his claims on a class-wide basis and obtain
8 certification of all or some of the claims, continued litigation would be expensive, involving a trial and
9 possible appeals, and would substantially delay and reduce any recovery by the Class. Although the
10 Parties have engaged in a significant amount of investigation, informal discovery, and class-wide data
11 analysis, they have not conducted extensive formal discovery. Moreover, preparation for class
12 certification and a trial would remain for the Parties as well as the prospect of appeals in the wake of a
13 disputed class certification ruling for Plaintiff and/or any summary judgment ruling. As a result, the
14 Parties would incur considerably more attorneys' fees and costs through trial. In sum, this Settlement
15 avoids the risks, burdens, and the accompanying expense of further litigation.

16 45. The proposed \$280,000.00 Settlement represents a substantial recovery when compared to
17 the reasonably forecasted recovery for the Class. When considering the risks of litigation, the
18 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and
19 the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness,
20 and that preliminary settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
21 Cal.App.4th 116, 133; *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399,
22 408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff
23 class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount
24 that is in controversy and the realistic range of outcomes of the litigation"].)

25 THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

26 46. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has
27 cooperated immensely with my office and has taken many actions to protect the interests of the Class.
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1 Plaintiff provided valuable information regarding his hours worked, and what duties were performed
2 during those hours. Plaintiff also provided information regarding meal periods taken and missed by
3 Plaintiff and other Class Members. Plaintiff participated in decisions concerning this action, assisted in
4 preparation for the mediation, and provided my office with the names and contact information of
5 potential witnesses in this action. Before we filed this case, Plaintiff worked with my office to determine
6 the viability of his claims. Plaintiff also provided information and documents relating to his employment
7 by Defendant. The information and documentation provided by Plaintiff was instrumental in establishing
8 the wage-and-hour violations alleged in this action, and the recovery provided for in the Settlement
9 would have been impossible to obtain without his participation.

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

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

20 49. This class action would not have been possible without the aid of Plaintiff, who put his own
21 time and effort into this litigation and placed himself at risk for the sake of the Class. The requested
22 enhancement award to Plaintiff for his service as the Class Representative is a relatively small amount
23 of money considering the time and effort put into the litigation and compared to enhancements granted
24 in other class actions. The requested enhancement award is therefore reasonable to compensate Plaintiff
25 for his active participation in this lawsuit, in addition to his general release of claims, both known and
26 unknown.

27 MY EXPERIENCE AND QUALIFICATIONS

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

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

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

12 53. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage-and-hour
13 litigations. A \$950.00 per hour rate is reasonable considering my years of experience practicing in the
14 highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey Matrix,
15 <http://www.laffeymatrix.com/see.html> [last visited July 29, 2026].) The Laffey Matrix is a “well-
16 established objective source for rates that vary by experience” used by the District of Columbia. (*In re*
17 *HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the
18 Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix rate
19 upwards based on “locality pay differentials” and the location of counsel’s office in California to
20 determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to
21 the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential
22 of the District of Columbia and San Francisco, California, where counsel’s office was located].) To
23 determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality
24 pay differentials within the federal courts. (*Id.* at pp. 921–22.) Using the same method here and based
25 on my firm’s location in Los Angeles, California, the locality pay differential of the Los Angeles-Long
26 Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is
27 33.94%, which results in a difference of approximately 2.53%. (*Compare* Judiciary Salary Plan of Los
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1 Angeles-Long Beach, CA, Effective January 12, 2026, with Judiciary Salary Plan of Washington-
2 Baltimore-Arlington, Effective January 12, 2026.) True and correct copies of the Los Angeles-Long
3 Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and
4 **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate
5 with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)).
6 Accordingly, my current billing rate of \$950.00 per hour is reasonable.

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

1 BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No.
2 BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No.
3 BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC*
4 (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No.
5 BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No.
6 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC*
7 (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

8 ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

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

59. 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).

S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS

1 60. S. Phillip Song is a Senior Attorney at my office. He received his undergraduate degree in
2 2006 from the University of Houston, graduating cum laude with a Communications B.A. and minor in
3 Accounting. Mr. Song earned his Juris Doctor degree in 2011 from the University of Houston Law
4 Center. Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is presently admitted
5 to practice in all state courts of California (admitted in 2019), and before all federal district courts in
6 California.

7 61. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and
8 employment law. Mr. Song has worked on numerous class action cases and representative actions that
9 have been granted final approval, including *Paez et al. v. C&R Restaurant Group, LP*, Kern County
10 Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc.*, San Luis
11 Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc.*,
12 Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc.*,
13 Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats*
14 *(Stockton), LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0012758; *Garcia*
15 *v. Continental Intermodal Group LP dba CIG Logistics*, Kern County Superior Court, Case No. BCV-
16 19-102776; *Tourchette adv. Finelite, Inc.*, Alameda County Superior Court, Case No. RG19022885;
17 *Touch v. Presidio Components, Inc.*, Kern County Superior Court, Case No. BCV-20-101005; *Johnston*
18 *v. Environmental Logistics, Inc.*, Kern County Superior Court, Case No. BCV-18-100865-DRL; *Lewis*
19 *v. Environmental Waste Minimization, Inc.*, Kern County Superior Court, Case No. BCV-19-102248-
20 SDS; *Priess v. Fiore Management LLC dba Canndescent*, Kern County Superior Court, Case No. BCV-
21 20-100930; *Alcantar v. Bay Equity LLC*, Marin County Superior Court, Case No. CIV1903376; *Spier*
22 *v. Gibbs International, Inc.*, Kern County Superior Court, Case No. BCV-19-101774-DRL; *Borghi v.*
23 *Goldco Direct LLC dba Goldco Precious Metals*, Ventura County Superior Court, Case No. 56-2019-
24 00533053-CU-OE-VTA; *Williams v. Aetna, Inc., et al.*, Alameda County Superior Court, Case No.
25 RG19004083; *Singh v. Ryzen*, Alameda County Superior Court, Case No. RG19039158; *Hoshaw v.*
26 *Sutherland Healthcare*, Los Angeles County Superior Court, Case No. 19STCV33165; *Hart v. Zazzle,*
27 *Inc.*, San Mateo County Superior, Court Case No. 20-CIV-01321; *Stacy v. Branded Group, Inc.* Kern
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1 County Superior Court, Case No. BCV-21- 100443-BCB; *Angeles v. iKrusher, Inc.*, Los Angeles
2 County Superior Court, Case No. MSC20-01312, *Zuniga v. Central Valley Concrete, Inc.*, Merced
3 County Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power Services Corp.*, Merced County
4 Superior Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A Distributors*, San Bernardino County
5 Superior Court, Case No. CIVDS1938970; *Bandril v. Plastikon Industries*, Alameda County Superior
6 Court, Case No. RG19038227; *Williams v. National Construction Rentals, Inc.*, Alameda County
7 Superior Court, Case No. RG20075904; *Pho v. Kruger Foods, Inc.*, San Joaquin County Superior Court,
8 Case No. STK-CV-UOE-2020-0002099; *Collins v. Mobile Medical Examination Services, LLC dba*
9 *MEDXM*, Orange County Superior Court, Case No. 30-2020-01130693-CU-OE-CXC; *McNeil v. Kik*
10 *International, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVDS1915438
11 (Consolidated with Case No. CIVDS2023661); *Weber v. Sunrise Medical (US) LLC*, Merced County
12 Superior Court, Case No. 20CV-01461 (Consolidated with Case No. 20CV-01707); *Flores v. Rivermaid*
13 *Trading Company*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0008623;
14 *Guzman v. Bentley Mills, Inc.*, Los Angeles County Superior Court, Case No. 20PSCV00789; and
15 *Ferrara v. South Coast Winery, Inc.*, Riverside County Superior Court, Case No. CVRI2101920
16 (Consolidated with Case Nos. CVRI2102449 and MCC2001498).

17 62. Mr. Song is currently handling multiple class action and PAGA matters. Mr. Song's current
18 billing rate is \$775.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on
19 Mr. Song's 14 years of experience, his Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per
20 hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (See Ex. 6.) As compared to the Laffey Matrix
21 rate and when considering his experience, Mr. Song's billing rate of \$775.00 per hour is reasonable.

22 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

22 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

23 67. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to
24 one-third of the Gross Settlement Amount (i.e., \$93,333.33, subject to potential increase under the
25 escalator clause) and litigation costs up to \$35,000.00. (Settlement, ¶ 3.1.2.) The proposed award of
26 attorneys' fees can be justified under either the lodestar method or the percentage/common-fund
27 recovery method. However, we base the proposed fees award on the percentage method, as many of the
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1 entries in the time records will have to be redacted to preserve attorney-client and attorney work product
2 privileges.

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

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

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

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

1 72. As of the drafting of this motion, my office has incurred \$32,118.22 in expenses litigating
2 this action, and we anticipate accruing additional costs up to final approval. These expenses were
3 reasonably necessary to the litigation and were actually incurred by my office. Moreover, because total
4 litigation costs are below the maximum amount allowed under the Settlement, the difference will revert
5 to Participating Class Members. (*Id.* at ¶ 3.1.2.) Therefore, our costs should be reimbursed in full.

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

- 9 (a) Numerous interviews with Plaintiff and review of documents provided by him;
- 10 (b) Legal research and investigation regarding Defendant's business and employment
11 practices at numerous points in the litigation;
- 12 (c) Preparation and submission of Plaintiff's PAGA notice;
- 13 (d) Preparation, finalization, and filing of multiple drafts of the original class action
14 complaint and subsequent first amended complaint;
- 15 (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel
16 regarding mediation and to obtain relevant documents and information through
17 informal discovery;
- 18 (f) Research and preparation of Plaintiff's mediation brief;
- 19 (g) Analysis of the discovery production and preparation of a damages model with the aid
20 of a statistics expert;
- 21 (h) Attendance and active participation at a full day of mediation;
- 22 (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- 23 (j) Preparation of the motion for preliminary approval and the accompanying filings;
- 24 (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- 25 (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class
26 Notice mailing, Class responses, and preliminary and final calculations;

- 1 (m) Anticipated preparation, finalization, filing, and service of a motion for final approval
2 and accompanying filings;
- 3 (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and
4 then monitoring of the distribution of funds following final approval; and
- 5 (o) Anticipated responding to Class Member inquiries and communicating with Plaintiff
6 regarding the case.

7 74. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint
8 resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less*
9 *than* \$280,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am
10 informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order
11 violations alleged in the Operative Complaint would have gone completely unremedied.

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

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15 _____
Kane Moon
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