Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
S. Philip Song (SBN 326572)
E-mail: psong@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Esther Martinez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ESTHER MARTINEZ, individually, and on behalf of all others similarly situated, Plaintiff, vs. COMMUNITY SUPPORT SOLUTIONS, INC.; and DOES 1 through 10, inclusive, Defendants.	Case No.: 30-2024-01448130-CU-OE-CXC [Hon. Melissa R. McCormick, Dept. CX105] **COMPLEX ACTION** **DECALARATION OF KANE MOON IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE** [*Filed with Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement Class Notice, the Declarations of Plaintiff and Sean Hartranft, and [Proposed] Order*] PRELIMINARY APPROVAL HEARING Date: April 16, 2026 Time: 2:00 p.m. Dept.: CX105 **Reservation #: 74786914**

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Esther Martinez ("Plaintiff") and the putative Class.

2. I have personal knowledge of the matters set forth herein and can 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 current or former hourly-paid or non-exempt employees of Defendant Community Support Solutions, Inc., and Does 1 through 10 ("Defendant," and together with Plaintiff, the "Parties") within the State of California at any time during the period of time beginning on December 23, 2020, to August 29, 2025, for various violations of the California Labor Code. Plaintiff was classified as non-exempt during the entirety of her employment and was subjected to the same unlawful labor practices as her coworkers.

4. Defendant is a home aide agency operating in Orange County. Its employees are assigned to provide in-home care to disabled principals in the principals' own residences. Defendant employed Plaintiff and other putative Class Members in California during the relevant period. Plaintiff worked for Defendant as an in-home aide from October 2023 until July 2024 and was classified as a non-exempt employee throughout her employment. Plaintiff was generally scheduled to work at least five days per week and often more than eight hours in a workday. Plaintiff alleges that she and other employees were not compensated for all hours worked.

5. Plaintiff's claims for unpaid minimum and overtime wages involve allegations that Class Members were not paid for certain off-the-clock work and that Defendant did not include all applicable remuneration in calculating overtime rates. Plaintiff's meal and rest period claims are based on allegations that, due to the nature of their duties, Class Members sometimes ate lunch

while continuing to work rather than receiving a full, uninterrupted meal period, and that premium wages were not paid for missed or noncompliant breaks. Plaintiff also brings a claim for unreimbursed business expenses, alleging that Class Members used their personal cellphones for work tasks, including clocking in and out and communicating with supervisors, and that Plaintiff occasionally used her personal vehicle to perform work-related errands without reimbursement. Plaintiff additionally asserts derivative claims for waiting time penalties, wage statement accuracy, unfair business practices, and civil penalties under PAGA.

6. Because of the claimed violations of various provisions of the Labor Code, Plaintiff filed this class and representative action on December 23, 2024 which alleges that Defendant: failed to pay minimum wages; failed to pay overtime compensation; failed to provide meal periods; failed to authorize and permit rest breaks; failed to indemnify necessary business expenses; failed to timely pay final wages at termination; failed to provide accurate itemized wage statements; and engaged in Unfair Business Practices. On February 25, 2025, Plaintiff filed a First Amended Complaint, which adds a ninth cause of action against the Defendant under the Private Attorneys General Act of 2004 ("PAGA"). The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Through this action, Plaintiff seeks to recover, on behalf of herself and the class, meal and rest period premiums, minimum wages, overtime wages, and penalties pursuant to Labor Code §§ 203, 226, 2698, *et seq*.

7. Defendant disputes all of the factual allegations asserted and the legal claims pled, as contrary to its policies, practices and its time and wage records. Consistent with its policies and practices Defendant asserts that the putative Class was paid all minimum and overtime wages owed and employees were not permitted to work off the clock. Defendant further maintains that it complied with its meal and rest period obligations. With respect to unreimbursed business expenses, Defendant asserts it provided its employees with all equipment necessary to fulfill their job duties and reimbursed Class Members for any necessary expenses incurred in the course of their employment. Defendant believes its wage statements were accurate and compliant, but to the extent any Plaintiff received a wage statement that was not inaccurate, Defendant asserts that Plaintiff suffered no actual damage or harm as a result. (*See, e.g., Angeles v. U.S. Airways, Inc.*

(N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) With respect to Plaintiff's claim for waiting time penalties, Defendant alleges that its good-faith belief that they paid all wages due at the time of separation, and did not willfully withhold any compensation owed to any departing employee. (*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 disputes it did not engage in any unfair business practices and denies liability under PAGA. Defendant also maintains the putative class claims pled 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 any liability. Defendant also has in effect a binding employment arbitration policy with a class action waiver, which would prevent this case proceeding on class basis as to the majority of the putative class members or those who meet the PAGA criteria.

DISCOVERY AND INVESTIGATION

8. Following the filing of the complaint, the Parties met and conferred regarding an agreement to mediate the claims. On June 30, 2025, the Parties mediated the Action with Hon. Carl West, retired Los Angeles Superior Court judge and experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed and Plaintiff obtained from Defendant through informal discovery, a statistically significant sample of time and payroll records of the putative Class, Plaintiff's time and pay records and personnel file, Defendant's human resource documents, as well as employee policies, and information regarding the estimated number of current and former Class Members, Workweeks, Aggrieved Employees, PAGA Pay Periods, and average hourly pay.

9. In preparation for mediation, Class Counsel reviewed and analyzed all the information and records Defendant provided, including the sample records and documents regarding Defendant's wage and hour policies. Class Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to both mediations. The sample time and pay records analyzed contained 3,329 shifts that Class Members worked (representing approximately

7.67% of total shifts worked in the Class Period), which allowed Plaintiff's expert to prepare an analysis with a high degree of certainty. In conjunction with their extensive factual investigation, Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Class Counsel were able to evaluate the probability of class certification, success on the merits, and Defendants' maximum and realistic monetary exposure for all claims. Thus, Plaintiff's and Class 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.

SETTLEMENT NEGOTIATIONS

10. On June 30, 2025, the Parties mediated with Judge West, during which the negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, and upon the mediation recommendation of the mediator, the Parties reached a settlement, the material terms of which are encompassed within the Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement Agreement" or "Settlement"). A true and correct copy of the Parties' Settlement Agreement is attached as **Exhibit 1** to this declaration, which contains in Exhibit A thereto the Parties' proposed Class Notice.

11. A true and correct copy of Plaintiff's PAGA notice of alleged Labor Code violations sent to Defendant and the California Labor and Workforce Development Agency (the "LWDA") on December 19, 2024 is attached as **Exhibit 2** to this declaration. Plaintiff's administrative exhaustion period under PAGA expired without the LWDA indicating its intent to investigate the alleged violations. Pursuant to Labor Code section 2699, subdivision (l)(1), Class Counsel submitted a file-stamped copy of Plaintiff's first amended complaint that contained the Court-assigned case number to the LWDA.

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 this 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 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 the Settlement.

13. In compliance with Labor Code section 2699, subdivision (l)(2), Class 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 as **Exhibit 3** in this declaration. The LWDA was also served with the instant declaration and moving papers as reflected in the Proof of Service filed concurrently herewith. To date, the LWDA has not made any objection regarding the proposed Settlement known to Plaintiff's Counsel.

14. 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 ¶ 3.2.4.2) 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 PAGA Period Pay Periods during which the Aggrieved Employee worked in the PAGA Period. (*Id*. at ¶ 3.2.5.1.)

15. The Settlement includes a Class Representative Service Payment to Plaintiff in an amount up to $7,500.00 from the Maximum Settlement Amount, subject to the Court's approval, in addition to the amount she is eligible to receive as a Class Member. (*Id*. at ¶ 3.2.1.) This service payment is for Plaintiff's time and effort, and her exposure to substantial risk, in bringing and presenting the action, and for her general release of claims, both known and unknown, and waiver of section 1542 rights. (*Id*. at ¶¶ 1.14, 5.1.1) In the event the amount approved by the Court is less than the requested amount, the difference will revert to the Net Settlement Amount. (*Id*. at ¶ 3.2.1.)

16. The Settlement provides Defendant will not oppose a fee application of up to one-third of the Maximum Settlement Amount (currently estimated to be $200,000.00) for Class Counsel Fees Payment, 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 the Net Settlement Amount. (*Id*.) At this time, my firm has incurred $18,103.56 in costs, and a true and correct copy of these litigation costs with the invoice from Plaintiff's data expert is attached hereto as **Exhibit 4**.

17. The Parties jointly appoint Apex Class Action, LLC as the neutral entity to administer this Settlement. (*Id*. at ¶¶ 1.2, 7.1.) The Settlement provides the Administrator will be paid an Administration Expenses Payment in an amount up to $5,990.00, for its fees and expenses in administering this Settlement. (*Id*. at ¶ 3.2.3.) A true and correct copy of the Administrator's not-to-exceed bid of $5,990.00 is attached hereto as **Exhibit 5** to this declaration.

18. Defendant shall fully fund the Maximum Settlement Amount 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 60 days after the Effective Date of the Settlement or October 30, 2026, whichever is later. (*Id*. at ¶ 4.3.)

19. Individual settlement payments to Participating Class Members shall be allocated 15% to wages, reported on IRS Form W-2, and 85% to penalties/interest, reported on Form 1099. Defendant shall separately fund all employer-side payroll taxes outside of the Maximum Settlement Amount.

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

20. Based on Class Counsel's thorough investigation and evaluation of the facts and claims pled, the documents and information exchanged and based on the recommendation of the mediator, they are of the opinion that the proposed Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses that Defendant may assert both to certification and on the merits, the Settlement is in the best interests of the Class.

21. Based on Class Counsel's review of the time, payroll, and additional records and information provided by Defendant, on Plaintiff's expert's analysis of the sample time and payroll records provided by Defendant, and on information from Plaintiff, Class Counsel evaluated and estimated Defendant's maximum and risk-adjusted exposure. According to the data Defendant provided at mediation, there were approximately: 275 Class Members who collectively worked a total of 30,000 Workweeks. (*Id.* at ¶ 4.1.) Additionally, Defendant's payroll data showed Class Members worked 43,385 shifts at an average hourly rate of $18.20 during the Class Period and that there were 143 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, and 95 employees falling within the one-year SOL period for inaccurate wage statement penalties.

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

Claim	Relevant Time Period	Rate	Number of Violations	Amount
Unpaid Wages (due to Off-the-Clock Work)	30,000 workweeks / 43,385 shifts	$18.20 average hourly rate	5,800 total hours (assumes 30 minutes per workweek) (89.8% overtime)	**$76,478.22***
Rest Period Violations	30,000 workweeks / 43,385 shifts	$18.20 average hourly rate	43,294 unique rest break violations (assumes 100% violation rate)	**$393,975.40***
Meal Period Violations	30,000 workweeks / 43,385 shifts	$18.20 average hourly rate	31,578 unique meal break violations (based on expert analysis of records)	**$287,359.80***
Unreimbursed Business Expenses	30,000 workweeks / 43,385 shifts	Assumes $23.00 per month	Based on information from Plaintiff	**$5,611.90****
Labor Code § 203	Based on approx. 143 terminated employees within the 3-year SOL	$18.20 average hourly rate /30-day maximum	Assumes 7.9 hours/day	**$61,944.60****

Labor Code § 226	Based on approximately 95 class members within the 1-year statute of limitations	$50 per initial pay period /$100 per subsequent pay periods /$4,000 employee maximum	Based on 2,250 pay periods within the 1-year SOL	**$22,975.00****
PAGA	Based on approx. 2,250 pay periods within the 1-year SOL	$100 per pay period	Based on approx. 2,250 pay periods within the 1-year SOL	**$22,500.00****
Total for Class Claims				**$870,844.92**
* These figures are discounted[1] based on a 50% probability of prevailing at class certification and on the merits. ** These figures are discounted[2] based on a 10% probability of prevailing on the merits and assuming only one PAGA violation per pay period.				

23. As discussed above, Plaintiff's unpaid wage claim includes allegations that Defendant required employees to perform uncompensated off-the-clock work, including time associated with clocking in and out through an application on their personal phones called Connecteam. The system automatically clocked employees out at the end of their scheduled shifts, as reflected in payroll data showing that 79.8% of recorded shifts fall on precise quarter-hour intervals and that 75.8% of shifts are recorded as exactly eight hours in length. In practice, Connecteam either clocked employees in on the hour and out eight hours later, or, if an employee clocked in slightly late, the application would clock the employee out eight hours after that. The uniformity reflected in the data suggests that the records may not capture the actual time worked.

24. Apart therefrom, the payroll data indicates potential implications for off-the-clock work. In practice, the employee responsible for relieving an employee was sometimes late, which Plaintiff reports occurred several times each week. Employees remained with their principal until relief arrived, even though the application had already clocked them out due to its automatic

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[1] Applying discounts to account for risk at certification and trial is reasonable because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. (*See* Hilary Hehman, Findings of the Study of California Class Action Litigation, 2000-2006, at C11 (March 2009), *available at* https://www.courts.ca.gov/documents/class-action-lit-study.pdf.)

settings. As a result, this timekeeping approach may have excluded compensable time from the recorded hours, reflecting an average of approximately 30 minutes per workweek per employee.

25. For purposes of mediation, I assumed that each Class Member performed 30 minutes of off-the-clock work each workweek, and thereby arrived at 5,800 hours, accounting for 89.8% overtime work of uncompensated work and a maximum exposure of $152,956.44. Defendant argued that the timesheets accurately reflect employees' work hours, employees did not perform any off-the-clock work, employees were compensated for all hours worked, and the Plaintiff's claim of uncompensated time is *de minimis*. Therefore, I applied a 50% discount to the maximum exposure. Although I believe that there is merit to the off-the-clock claim, I applied this discount to acknowledge the difficulties with the claim and potential issues with certification. 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 off-the-clock work. Further, I conservatively applied no overtime wages to reflect the challenge of proving what percentage of off-the-clock time constituted overtime. In consideration of the foregoing risks, I arrived at the realistic damages estimate of **$76,478.22 for the off-the-clock claim**.

26. As discussed above, Plaintiff's rest period claim is based on allegations that, despite written policies referencing Labor Code requirements, the conditions of Defendant's work environment did not consistently allow employees to take uninterrupted rest breaks. Similar to meal periods, Plaintiff and other affected employees report that rest breaks were often missed due to work demands. Plaintiff states that she was not aware she was entitled to rest breaks and therefore did not take them during her employment. Payroll records do not reflect payment of rest period premiums for these missed or noncompliant breaks. Therefore, for purposes of mediation, I assumed a 100% violation rate. This violation rate accounts for shifts of less than 3.5 hours, which did not require second rest breaks. Defendant argues that employees received all of their code-compliant rest breaks and that missed, short, or late rest breaks, if they were indeed any, was solely the result of employees voluntarily choosing to waive their rest period rights. In light of the defenses raised, I discounted the resulting exposure figure by 50% to account for the difficulty of certifying and proving the rest break claim and to account for the possibility of Class Members

actually having received their code-compliant rest breaks. Although I still believe that there were rest period violations, the foregoing issues create significant risk with respect to certification due to the individualized nature of the rest break claim. Proof of this claim would require declarations from the Class and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to rest breaks. Accordingly, I arrived at the realistic damages estimate of **$393,975.40 for rest period violations**.

27. As discussed above, Plaintiff's meal period claim is based on allegations that she and other employees sometimes ate lunch while continuing to work rather than being fully relieved of duties for the required time. Payroll records do not reflect payment of meal period premiums for these instances. Even assuming premiums may have been paid for waivable violations, time records show shifts with no recorded meal periods lasting more than six hours, at which point a missed meal period is not waivable under California law. Any adjustment for waivable violations would result in only a minor change to the overall violation rates. The investigation also reflects uninterrupted six-hour and eight-hour shifts, which would have triggered automatic meal period premiums, yet no premiums appear on the corresponding wage statements for the relevant pay periods. Defendant contends that many meal periods were compliant and that, where a violation appears, it resulted from voluntary waivers by putative Class Members. Although I believe that there were meal period violations, I understand that the foregoing issues create significant risk with respect to certification due to the individualized nature of the meal period claims, particularly as credible employee testimony will be needed to dispute records showing code-compliant meal periods. Therefore, I discounted the violations and resulting exposure figures by 50% to account for the difficulty of certifying and the defenses to the claim; accordingly, I arrived at the realistic damages estimate of **$287,359.80 for the meal period claim**.

28. As discussed above, Plaintiff's claim for unreimbursed business expenses is based on allegations that she used her personal phone multiple times each day to clock in and out and to assist her principals with scheduling and managing medical appointments. Plaintiff also states that she used her personal vehicle about once a week to pick up food orders for her principals on her way to work or made similar trips during her shift, and that these expenses were not reimbursed.

For purposes of mediation, I assumed $23.00 per month per Class Member and thereby assessed a maximum liability of $56,119.00, exclusive of interest. Defendant maintains that, to the extent employees used their personal cell phones or personal vehicles, such use was optional. This issue may present challenges for class certification because of the individualized nature of personal device and vehicle use. Establishing liability for unreimbursed business expenses would likely require declarations from Class Members, and those declarations may reflect differing experiences regarding whether and to what extent such expenses were incurred. Therefore, I discounted the resulting exposure figure by 10% to account for the difficulty of certifying and proving this claim; accordingly, I arrived at the realistic damages estimate of **$5,611.90 for the unreimbursed business expenses claim**.

29. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff's estimated that Defendant's maximum potential exposure, prior to discounting, is $1,074,196.00, which breaks down as follows: a $619,446.00 for waiting time penalties for approximately 143 terminated Class Members during the 3-year limitations period, $229,750.00 penalty for inaccurate wage statements for approximately 95 Class Members within the 1-year limitations period, and $225,000.00 for penalties under PAGA based on the Court assessing a $100.00 penalty for each pay period containing a violation (est. 2,250 pay periods). However, I believe that it would be unrealistic to expect the Court to award the full exposure amount given Defendant's defenses, including that any failure to pay all final wages at the time of separation was not willful or intentional, as well as the discretionary nature of awarding penalties. Furthermore, considering that the underlying claims are realistically estimated to be $763,425.32, awarding such a disproportional amount in penalties would raise due process concerns. Weighing these factors, I applied a 90% discount to each penalty (resulting in $61,944.60 for waiting time penalties, $22,975.00 for inaccurate wage statement penalties, and $22,500.00 for PAGA penalties). Thus, I arrived at the realistic damages estimate of **$107,419.60 for statutory and civil penalties**.

30. **Using these estimated figures, Plaintiff's estimated that the realistic maximum recovery for all claims, including penalties, would be $870,844.92.** This means that the $600,000.00 maximum settlement figure represents approximately **68.9%** of the realistic

maximum 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 not being able to recover anything.

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

32. I am 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.

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

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

35. The Net Settlement Amount available for Class settlement payments is currently estimated to be $336,510.00 for a Class of 275 individuals.[3] **As a result, it is currently estimated that each Participating Settlement Class Member is eligible to receive an average benefit of approximately $1,223.67. Considering that Class Members' average regular hourly rate is**

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[3] The Maximum Settlement Amount is: $600,000.00 less the following: up to $7,500.00 as a Class Representative Service Payment, up to $5,990.00 as Administrator Expenses Payment, $19,500.00 for the LWDA's PAGA Payment portion, $10,500.00 for the PAGA Members' PAGA Payment portion, up to $200,000.00 for Class Counsel Fees Payment, and up to $20,000.00 for Class Counsel Litigation Expenses Payment.

$18.20, the average benefit is approximately 67.23 hours of work. This amount will vary based on each Participating Class Member's duration of employment during the Class Period. Thus, Class Members who worked longer for Defendant within the Class Period will receive a net benefit greater than the average estimated amount. Based on 30,000 Workweeks, the average Workweek value is estimated to be $11.22. Assuming a Class Member worked one Workweek, the estimated lowest Individual Class Payment is $11.22. There are approximately 244 Workweeks during the Class Period of December 23, 2020 to August 29, 2025. Assuming a Class Member worked for the entire duration of the Class Period, the estimated highest Individual Class Payment is $2,737.68 ($11.22 Workweek value x 244 Workweeks). 35% of the PAGA Penalties, or $10,500.00, is allocated to the Aggrieved Employees. Based on an estimated 95 Aggrieved Employees, the average Aggrieved Employee Payment is estimated to be $110.53 ($10,500 / 95 Aggrieved Employees). Based on an estimated 2,250 PAGA Pay Periods, the average PAGA Pay Period value is estimated to be $4.67 ($10,500 / 2,250 PAGA Pay Periods). Assuming an Aggrieved Employee worked one PAGA Pay Period, the lowest Aggrieved Employee Payment is estimated to be $4.67. There are approximately 44 pay periods during the PAGA Period of December 19, 2023, to August 29, 2025. Assuming an Aggrieved Employee worked for the entire duration of the PAGA Period, the highest Aggrieved Employee Payment is estimated to be $205.48 ($4.67 average PAGA Pay Period value x 44 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.

36. The proposed settlement of $600,000.00 therefore represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear that the Settlement amount of $600,000.00 is within the "ballpark" of reasonableness, and that preliminary approval of the Settlement is appropriate.

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THE CLASS REPRESENTATIVE SERVICE PAYMENT FOR PLAINTIFF IS REASONABLE

37. 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 her 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, 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 her claims. Plaintiff also provided information and documents relating to her 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 her participation.

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

39. In turn, Class Members now have the opportunity to 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 herself on the line on behalf of the Class.

40. Plaintiff worked for Defendant for approximately 39 weeks during the Class Period and 20 pay periods during the PAGA Period. As a result, Plaintiff's Individual Class Payment is estimated to be $437.58 ($11.22 Workweek value x 39 Workweeks), and Plaintiff's Aggrieved Employee Payment is estimated to be $93.40 ($4.67 average PAGA Pay Period value x 20 PAGA

Pay Periods). Plaintiff will provide more accurate estimates to the Court in Plaintiff's Motion for Final Approval.

41. In the final analysis, this class action would not have been possible without the aid of Plaintiff, who put her own time and effort into this litigation and placed herself at risk for the sake of the Class. The requested service payment to Plaintiff for her 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 her active participation in this lawsuit, in addition to her general release of claims, both known and unknown, and waiver of section 1542 rights.

<u>THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE</u>

42. The Settlement provides for Class Counsel Fees Payment payable to Class Counsel in an amount up to one-third of the Settlement Amount, for a maximum fees award of $200,000.00, plus reimbursement for out-of-pocket costs not to exceed $20,000.00. The proposed award of attorneys' fees to Class Counsel in this case can be justified under either the lodestar method or the percentage/common-fund recovery method. Class Counsel, however, intend to base the proposed award of fees on the percentage method as many of the entries in the time records would have to be redacted to preserve attorney-client and attorney work product privileges.

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

44. 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 should Defendant fail to pay.

45. The risk to my office has been significant, particularly if we would not be successful in pursuing this class action. In such instance, we would have been left with no compensation for all the time taken in litigating this case due to the contingency fee arrangement. Indeed, I have taken on a number of class action cases that have resulted in thousands of attorney hours being expended

and ultimately having the defendant companies going bankrupt during litigation. The contingent risk in these types of cases is very real and occurs regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

46. 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.

47. As of the drafting of this motion, my office has incurred $18,103.56 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. In the event costs do not reach or exceed the maximum amount allowed in the Settlement Agreement, the difference will revert to the Class.

MY EXPERIENCE AND QUALIFICATIONS

48. I received a B.A. in History in 1998 from UCLA. I received 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 2020 to 2024.

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

50. 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.

51. I am experienced in prosecuting and defending employment matters, particularly class 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 counties throughout California, 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. Arya Ice Cream Distributing Co., Inc.* (LASC No. 21STCV31170) (class size approx. 106; 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 Super. Court 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 $650 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 Law Group, PC attorneys"); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento Super. Court No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Olasoaga v. Burton Schnierow, D.D.S., Inc.* (LASC No. 21STCV39559) (class size approx. 296;

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 Super. Court No. STK-CV-UOE-2021-0000865) (class size approx. 463; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

52. 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.

53. 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.

54. Mr. Feghali's current billing rate is $900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's 11 years of experience, his Laffey Matrix rate with a 2.5% adjustment is $971.70 per hour ($948 Laffey Matrix rate + (2.5% x $948)). Accordingly, his current billing rate of $900.00 per hour is reasonable.

55. 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.

56. 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.

57. 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. PHILIP SONG'S EXPERIENCE AND QUALIFICATIONS

58. 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.

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

59. 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 both individual

and class actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage-and-hour class actions in state and federal courts by way of motion for settlement approval. Including myself, Moon Law Group, PC is comprised of seventeen attorneys, all of whom are actively and continuously practicing employment litigation, representing almost entirely employee-plaintiffs, in both individual and class 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 and experience in areas of wage-and-hour class actions and labor and employment law.

60. 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 class action wage-and-hour cases.

61. 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 Class Counsel concluded that this lawsuit could not have been settled on better terms than provided under the proposed Settlement Agreement.

62. 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 Plaintiff and review of documents provided by them;

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

(c) Preparation and submission of Plaintiff's PAGA notice letter;

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

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

(f) Analysis of the informal discovery production and preparation of a damages model with the aid of a statistics expert;

(g) Conducting formal discovery and engaging in extensive meet and confer efforts regarding the same;

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

(i) Attendance and active participation at mediation;

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

(k) Preparation of the motion for preliminary approval and accompanying filings.

63. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a maximum settlement payment by Defendant of $600,000.00 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 Operative Complaint and PAGA notice letter would have gone completely unremedied.

64. I do not believe that I nor any other attorneys of Moon Law Group, PC have any conflicts of interest with the Class, with the Class Representative, or with the proposed Settlement Administrator. I am not related to the Class Representative. I respectfully submit that I and Moon Law Group, PC are competent and well suited to act as Class Counsel in this action, and we have and will continue to vigorously represent the interests of the Class.

65. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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 February 26, 2026, at Los Angeles, California.

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Kane Moon, Esq.