

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
S. Phillip Song (SBN 326572)
Morgan W. Simpson (SBN 337325)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: psong@moonlawgroup.com
E-mail: msimpson@moonlawgroup.com

Attorneys for Plaintiff Jose Diaz

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOSE DIAZ, individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

SAN FERNANDO VALLEY COMMUNITY
MENTAL HEALTH CENTER,
INCORPORATED; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 24STCV33834

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, and
[Proposed] Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: September 8, 2026

Time: 10:00 a.m.

Dept.: 7

Judge: Hon. Samantha P. Jessner

Action Filed: December 23, 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 Jose Diaz (“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 San Fernando Valley Community Mental Health Center, Incorporated (“Defendant”) employed during the Class Period, as set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the “Settlement”). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. The proposed Class Notice is attached to the Settlement as **Exhibit A**.

3. Defendant is an institution that offers programs in the San Fernando Valley and Los Angeles County to serve infants, toddlers, children, adolescents, and transition age youth diagnosed with emotional disorders, in addition to adults and older adults diagnosed with mental health issues. 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 and 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

1 business expenses based on allegations that Class Members were required to maintain their uniforms and use
2 their personal tools for work purposes without reimbursement from Defendant. Finally, Plaintiff also brings
3 derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil
4 penalties under PAGA.

5 5. Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff
6 filed a class action on December 23, 2024, which alleges Defendant systematically: (1) failed to pay
7 minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to
8 authorize and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed to timely
9 pay final wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in
10 unfair business practices.

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

19 7. Defendant ardently opposes the merits of this case and denies Plaintiff’s factual allegations.
20 Defendant asserts it complied with all its compensation obligations, including compensating Class Members
21 for any and all off-the-clock work and overtime work, and therefore, Plaintiff and other Class Members were
22 paid all wages owed. Defendant argues it did not fail to incorporate any non-discretionary bonuses into the
23 regular rate of pay for purposes of paying overtime and sick pay, and that all bonuses were discretionary.
24 Defendant maintains compliance with all its meal and rest period obligations. Defendant asserts it complied
25 with all its reimbursement obligations, and that Plaintiff and other employees were compensated for any and
26 all business expenses necessarily incurred. To the extent employees received wage statements that were
27 allegedly inaccurate, Defendant asserts employees suffered no actual damage or harm as a result. (*See, e.g.,*
28

1 *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 [“A
2 plaintiff must adequately plead an injury arising from an employer’s failure to provide full and accurate wage
3 statements, and the omission of the required information alone is not sufficient.”].) With respect to Plaintiff’s
4 claim for waiting time penalties, Defendant alleges its good-faith belief that it paid all wages precludes the
5 imposition of waiting time penalties since Plaintiff cannot prove Defendant’s alleged failure to pay all final
6 wages at the time of separation was “willful.” (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012,
7 No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others, Defendant
8 denies all of Plaintiff’s claims and allegations, and further claims it did not engage in any unfair business
9 practices and denies liability under PAGA. Defendant also maintains the claims are improper for class
10 treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that could bar
11 class certification or significantly reduce Defendant’s overall liability.

12 DISCOVERY AND INVESTIGATION

13 8. The Parties agreed to mediate this action with Lonnie Giamela, Esq., an experienced class and
14 PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal
15 production of documents and information before mediation. Prior to mediation, Plaintiff obtained from
16 Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the
17 claims asserted in this action. Defendant produced a statistically sound sample of time and pay records for
18 the putative Class, Plaintiff’s personnel file and time and pay records, and Defendant’s written employment
19 policies in effect during the Class Period. Defendant also provided information regarding the estimated
20 number of current and formerly employed Class Members, 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 damage
24 analysis prior to the mediation. The sample time and pay records analyzed contained 18,076 actual shifts
25 worked (representing roughly 12% of total shifts worked in the Class Period), which allowed Plaintiff’s
26 expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their extensive factual
27 investigation, Plaintiff’s Counsel also investigated the applicable law regarding the claims and defenses
28

1 asserted in the litigation. Accordingly, Plaintiff's Counsel was able to evaluate the probability of class
2 certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims.
3 Thus, Plaintiff's and his Counsel's familiarity with the facts of the case and the legal issues raised by the
4 pleadings allowed them to act intelligently in negotiating the Settlement.

5 SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

6 10. On January 20, 2026, the Parties participated in a full day of private mediation with Lonnie
7 Giamela, Esq. The negotiations were at arm's length and, although conducted in a professional manner, were
8 adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute,
9 but each side was also prepared to litigate their position through trial and appeal if a settlement had not been
10 reached. After a full discussion regarding the strengths and weaknesses of Plaintiff's claims and Defendant's
11 defenses and with the assistance of the mediator, the Parties reached a resolution, the material terms of which
12 are set out in the Settlement.

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

17 KEY TERMS OF SETTLEMENT

18 12. GSA and Funding: The Gross Settlement Amount ("GSA") is \$500,000.00, subject to potential
19 increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶ 3.0.) Defendant will separately
20 pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id.*) Defendant
21 will fund the GSA in two installment payments: (1) fifty percent (50%) of the GSA by the later of March 31,
22 2027 or thirty (30) days after the Effective Date; and (2) the remaining fifty percent (50%) of the GSA no
23 later than July 31, 2027. (*Id.* at ¶ 4.0.)

24 13. Escalator Clause: The Settlement provides an escalator clause based on Defendant's estimate
25 of 34,399 Class Period workweeks. (*Id.* at ¶ 7.) If the actual number of workweeks is 37,839 or more, the
26 GSA will increase by the percentage that the actual workweeks exceed 37,839. (*Id.*) However, if the
27 workweeks exceed that threshold, Defendant may instead elect to limit the Class Period to the date on which
28

the workweeks reach 37,839, provided Defendant informs Plaintiff and Plaintiff's counsel of the cutoff date before the preliminary approval hearing. (*Id.*)

14. Class Representative Service Payment: The Settlement includes a payment of not more than \$7,500.00 payable from the GSA, subject to the Court's approval, to Plaintiff as the Class Representative, in addition to the amount he is eligible to receive as a Class Member and Aggrieved Employee. (*Id.* at ¶¶ 1.13, 3.1.1.) This award is for his services in support of the Action and General Release. (*Id.* at ¶ 1.13.) In the event the award finally approved is less, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.1.1.)

15. Class Counsel Fees and Expenses Payments: The Settlement permits a fee application of not to exceed 1/3 of the GSA or \$166,666.67, whichever is greater, for reasonable attorneys' fees, plus reimbursement for actual litigation costs not to exceed \$20,000.00, payable to Class Counsel from the GSA. (*Id.* at ¶ 3.1.2.) In the event the amounts finally approved are less, the difference will revert to Participating Class Members. (*Id.*) To date, my firm has incurred \$13,730.97 in actual litigation costs, and a true and correct copy of a report showing current costs is attached hereto as **Exhibit 4**.

16. Administration Costs Payment: The Settlement provides an Administration Expenses Payment to the Administrator, payable from the GSA, in an amount not to exceed \$10,000.00, except for a showing of good cause and as approved by the Court. (*Id.* at ¶ 3.1.3.) In the event the amount of actual administration costs is less and/or the amount approved by the Court is less than requested, the difference will be allocated to the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action Administration Solutions ("Phoenix") as the neutral entity to administer this Settlement. (*Id.* at ¶¶ 1.1, 6.0.) A true and correct copy of Phoenix's bid of \$10,000.00 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 employed during the PAGA Period. (*Id.* at ¶ 1.3.) For purposes of Settlement, the "PAGA Period" is December 31, 2023 through March 15, 2026. (Settlement, ¶ 1.31.)

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

¶¶ 1.34, 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 roughly **\$7.61** for each of the estimated 460 Aggrieved Employees (\$3,500.00 / 460).

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 ¶ 3.1.) Accordingly, the Net Settlement Amount will be *no less than* **\$285,833.33** for an estimated Class of **460 individuals**.¹

20. Class Members/Period: The Settlement Class is defined as all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Period. (*Id.* at ¶ 1.4.) For purposes of Settlement, the “Class Period” is December 31, 2023 through March 15, 2026. (Settlement, ¶ 1.11.)

21. Individual Class Payments: Each Class Member who does not opt-out will be entitled to a pro rata share of the Net Settlement Amount that is directly proportional to the number of Workweeks worked during the Class Period. (*Id.* at ¶ 3.1.3.1.) The estimated **\$285,833.33** Net Settlement Amount results in an average Individual Class Payment of roughly **\$621.38** for each of the estimated 460 Class Members (\$285,833.33 / 460),² and a Workweek value of roughly **\$8.31** for each of the 34,399 estimated Workweeks in the Class Period (\$285,833.33 / 34,399).

¹ The Net Settlement Amount was calculated by deducting the following from the \$500,000.00 GSA: \$7,500.00 for the Class Representative Service Payment, up to \$10,000.00 for the Administration Expenses Payment, \$10,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees, \$166,666.67 for the Class Counsel Fees Payment, and up to \$20,000.00 for the Class Counsel Expenses Payment. (Settlement, ¶¶ 3.1–3.1.4.)

² At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown and will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data. (Settlement, ¶ 6.1.) The high and low range of payments will be provided to the Court in a motion for final approval.

1 22. Tax Allocations: Individual Class Payments will be allocated as 20% as wages and 80% as
2 penalties and interest for tax purposes. (*Id.* at ¶ 3.1.3.2.) Individual PAGA Payments will be allocated as
3 100% penalties for tax purposes. (*Id.* at ¶ 3.1.4.2.)

4 23. Disbursement and Uncashed Funds: No later than fourteen (14) calendar days after Defendant
5 funds the first installment of the Gross Settlement Amount, the Administrator shall mail checks equal to fifty
6 percent (50%) of the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment,
7 Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and
8 Administration Expenses Payment. (*Id.* at ¶ 4.1.) No later than fourteen (14) calendar days after Defendant
9 funds the second installment of the Gross Settlement Amount, the Administrator shall mail checks for the
10 remaining fifty percent (50%) of those payments. (*Id.*) Class Members will not need to submit any claim
11 form as a condition of receiving individual settlement payments. (*Id.* at ¶ 3.0.) Any funds remaining uncashed
12 after 180 days from issuance will be transmitted to the California Controller's Unclaimed Property Fund in
13 the name of each individual who failed to timely cash his or her check. (*Id.* at ¶¶ 4.1.1, 4.1.3.)

14 24. Released Class Claims by Participating Class Members: All Class Members who do not timely
15 opt out of the Settlement will release the Released Parties from all causes of action and claims that were
16 alleged in the Operative Complaint or reasonably could have been alleged based on the facts and legal
17 theories contained in the Operative Complaint during the Class Period, including all of the following claims
18 for relief: (i) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double
19 time wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks;
20 (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage
21 statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to reimburse or
22 indemnify necessary business expenses; and (viii) unfair business practices that could have been premised
23 on the claims, causes of action or legal theories of relief described above or any of the claims, causes of
24 action or legal theories of relief pleaded in the Operative Complaint during the Class Period (collectively, the
25 "Released Class Claims"). (*Id.* at ¶ 5.1.) The definition of "Released Class Claims" for the Class Members
26 shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance,
27
28

1 disability, social security, workers' compensation, all claims while classified as exempt, or all claims based
2 on facts occurring outside of the Class Period. (*Id.* at ¶ 5.1.1.)

3 25. Released PAGA Claims by PAGA Members and LWDA: Plaintiff, the LWDA, and all
4 Aggrieved Employees will release the Released Parties from all causes of action and claims for civil penalties
5 under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the Operative
6 Complaint in the Action and/or Plaintiff's PAGA notice letter or reasonably could have been alleged based
7 on the facts and legal theories contained in the Operative Complaint in the Action and/or Plaintiff's PAGA
8 notice letter, during the PAGA Period, including claims for civil penalties based on the following: (i) failure
9 to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due;
10 (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to
11 timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure
12 to pay wages timely at time of termination or resignation; (vii) failure to reimburse or indemnify necessary
13 business expenses; (viii) failure to maintain records in accordance with Labor Code Section 1174; and/or (ix)
14 claims, causes of action or legal theories of relief seeking civil penalties under the California Labor Code
15 Private Attorneys General Act of 2004 based on the PAGA Period facts plead in the Operative Complaint
16 and underlying LWDA exhaustion letter (collectively, the "Released PAGA Claims"). (*Id.* at ¶ 5.2.) In light
17 of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo*
18 *Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246,
19 Aggrieved Employees who exclude themselves from the class action component of the Settlement shall
20 nonetheless receive a payment for the amount of each such individual's estimated share of the Aggrieved
21 Employees' portion of the PAGA Payment and shall have released PAGA claims. (*Id.* at ¶ 5.2.1.)

22 26. Plaintiff's Section 1542 Release: Under the Settlement, Plaintiff has agreed to a general release
23 of any and all claims related to his employment, including all claims alleged in the Action, and release of
24 rights pursuant to California Civil Code section 1542. (*Id.* at ¶ 5.0.)

25 27. Effective date of claims releases: Effective on the date Defendant fully funds the entire Gross
26 Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class
27
28

1 Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all
2 Released Parties. (*Id.* at ¶ 5.)

3 28. Released Parties: Defendant and its past, present and future subsidiaries, parents, affiliated and
4 related companies, divisions, successors, predecessors or assigns; and its past, present, and future officers,
5 directors, shareholders, partners, agents, insurers, employee, advisors, accountants, representatives, trustees,
6 heirs, executors, administrators, predecessors, successors or assigns. (*Id.* at ¶ 1.40.)

7 29. Class Notice; Disputes, Requests for Exclusion, Objections: The Class Notice will be mailed
8 via first-class U.S. mail in English and Spanish to the current address of each Class Member. (*Id.* at ¶ 6.3.)
9 The proposed Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement, the
10 approximate amounts of attorneys' fees, costs, PAGA Penalties, and service award being sought, an
11 explanation of how the individual payments are calculated, the Final Approval Hearing information, the
12 procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members,
13 and how Class Members may, should they choose, opt-out or otherwise object to the Settlement. (*Id.* at ¶¶
14 6.3–6.5, Ex. A.)

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

18 THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

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

32. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by Defendant, on Plaintiff's expert's analysis of the sample records provided by Defendant, and on information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on a review of Defendant's records, it is estimated that there are approximately 460 Class Members who collectively worked 34,399 Workweeks during the Class Period. (Settlement, ¶ 7.) There are also an estimated 460 Aggrieved Employees who collectively worked 16,214 semi-monthly PAGA Pay Periods during the PAGA Period. Additionally, there are an estimated 139 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, that Class Members' average hourly rate was \$26.45, and that the average regular hourly rate was \$26.89.

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

Claim	Relevant Time Period	Rate	Number of Violations	Realistic Recovery
Unpaid Wages (Regular Rate)	34,399 Workweeks	\$26.89 average regular rate	Based on Expert Analysis of Records	\$6,023.25*
Unpaid Wages (Off the Clock)	34,399 Workweeks	\$26.45 average hourly rate	12,629 net unpaid hours (assuming 5 minutes per shift) (88.1% overtime)	\$48,118.04**
Meal Period Violations	34,399 Workweeks	\$26.45 average hourly rate	20,239 unique meal break violations	\$133,830.39*
Rest Period Violations	34,399 Workweeks	\$26.45 average hourly rate	75,074 rest break violations (assuming 50% break violations for shifts of at least 3.5 hours)	\$198,570.73**
Unreimbursed Business Expenses Violations	34,399 Workweeks	\$40.00 per month	Assumes \$40.00 per month	\$17,199.50**

Labor Code § 203	Based on approx. 139 terminated employees within the 3-year SOL	\$26.45 average hourly rate / 30-day max.	Assumes 7.7 hours / day	\$42,663.85***
Labor Code § 226	Based on approx. 460 employees within the 1-year SOL	\$50 per initial pay period / \$100 per subsequent pay periods / \$4,000 employee max.	Based on 16,214 pay periods within the 1-year SOL	\$79,920.00***
PAGA	Based on 16,214 pay periods within the 1-year SOL	\$100.00 per pay period	Based on 16,214 pay periods within the 1-year SOL	\$81,070.00***
Total				\$607,395.75
* These figures are discounted based on a 25% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.³				

33. Plaintiff's unpaid wages claim is also based on allegations that Defendant failed to incorporate all remuneration, including nondiscretionary bonus and incentive payments, into Class Members' regular rate of pay for purposes of calculating overtime and sick pay. Plaintiff alleges Defendant paid additional compensation, including productivity bonuses, sign on bonuses, referral bonuses, and anniversary gifts, such as a \$700.00 incentive payment Plaintiff received for his twenty fifth anniversary. Plaintiff contends these payments were not always included in the regular rate calculation, resulting in unpaid wages and derivative claims for waiting time penalties and wage statement violations. Plaintiff's expert reviewed the sample time and pay records and estimated that 28.9% of Class Members received additional compensation and sick pay and overtime pay, resulting in a maximum exposure of \$24,093.00. However, Defendant argues these bonuses were discretionary, and therefore Defendant was not required to incorporate those payments into the

³ It is reasonable to apply discounts to account for risks at certification and trial, in part, because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement or as part of a contested certification motion. (See Findings of the Study of California Class Action Litigation, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf>.) Further, the likelihood that Defendant could assert viable legal defenses would likely further reduce its overall exposure.

1 regular rate. Additionally, Defendant argues that to the extent it failed to incorporate any of the additional
2 payments into the regular rate of pay, this results in nominal exposure as only 4.4% of pay periods had
3 additional compensation and overtime pay and 3.6% of pay periods had additional compensation and sick
4 pay. Due to the lack of written policies regarding criteria for bonus payments and Defendant's *de minimis*
5 exposure, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the
6 merits. Therefore, I applied a 75% discount to the maximum exposure figure; accordingly, I arrived at a
7 **realistic damage estimate of \$6,023.25 for the regular rate claim.**

8 34. Plaintiff's unpaid wages claim is based on allegations that Defendant failed to pay all minimum
9 and overtime wages due to off-the-clock work. Plaintiff alleges that Class Members were required to undergo
10 COVID screenings before starting work and, at times, to complete and submit timesheets outside recorded
11 work time, without compensation. Therefore, Plaintiff's Counsel estimated Class Members spent an
12 average 5 minutes off the clock per shift. Accordingly, Plaintiff's Counsel and data expert estimated
13 Defendant failed to pay Class Members for approximately 12,629 hours, 88.1% of which should have
14 been paid at the overtime rate. From this, and in light of the average rates of the Class Members,
15 Defendant's estimated maximum potential liability is \$481,180.37. Defendant contends that all time worked
16 was compensated, that the time spent waiting to clock in and out of work was *de minimis*, that Class Members
17 were not permitted to work off-the-clock, and that this claim is highly individualized and not susceptible to
18 class-wide treatment. I acknowledge that "off-the-clock" claims are difficult to be tried on a class wide basis
19 because there is no apparatus that can be used to prove this claim—there are no records to be used as
20 evidence. In light of these defenses, and for purposes of settlement, I discounted the maximum potential
21 liability by 90%. **Plaintiff's realistic recovery estimate for the unpaid wages claim due to off-the-clock**
22 **work is therefore \$48,118.04.**

23 35. Plaintiff's meal period claim is based on allegations that Defendant did not provide or maintain
24 sufficient meal period practices, such that Class Members were not always permitted or able to take timely
25 and compliant meal periods or were not paid premiums in lieu thereof. Even assuming Defendant had valid
26 meal period waivers in place, the unique violation rate remains largely unchanged. Plaintiff further contends
27 that Defendant rarely paid meal period premiums for these recorded violations. The sample of time and
28

1 corresponding payroll records for the putative Class indicated that Defendant either failed to provide a meal
2 period or provided a short and/or untimely meal period 20,239 times throughout the Class Period, resulting
3 in a 14% violation rate. Plaintiff's Counsel and its data expert then calculated that, in light of these violations
4 and the average hourly rate of the putative Class, that Defendant had a potential liability of \$535,321.55
5 (20,239 unique violations x \$26.45 avg. hourly rate). Defendant nonetheless contends that many meal
6 breaks were taken and, where a violation appears, it was a result of the Class Member voluntarily choosing
7 to forego a meal period, to take it after the end of the fifth hour, or to stop his or her break early to return to
8 work. Moreover, certification and proof of this claim would require declarations from Class Members and
9 obtaining such declarations potentially would reveal that each Class Member had a different experience with
10 respect to meal periods. In light of these defenses, and for purposes of settlement, Plaintiff's Counsel believe
11 it reasonable to apply a 75% discount to the potential liability. **Plaintiff's realistic recovery estimate for**
12 **the meal period claim is therefore \$133,830.39.**

13 36. The rest break claim is based on allegations that Defendant did not provide or maintain sufficient
14 rest break practices, such that Class Members were not always authorized or permitted to take ten-minute,
15 continuous, and uninterrupted rest periods. Plaintiff alleges that workload demands sometimes prevented
16 employees from taking rest breaks or caused those breaks to be interrupted. Plaintiff further contends that
17 Defendant did not pay rest period premiums during the Class Period. The precise number of rest break
18 violations could not be calculated since Defendant neither documented, nor is required to document, when
19 Class Members took their required rest breaks. Therefore, in preparation for mediation, Plaintiff's Counsel
20 assumed a 50% violation rate for shifts of at least to 3.5 hours in length and, based on the average hourly rate
21 of the putative Class, calculated Defendant's potential liability to be \$1,985,707.30 (75,074 unique rest break
22 violations x \$26.45 per hour). Defendant nonetheless contends rest periods do not have to be recorded, that
23 Class Members voluntarily chose to forego some rest breaks and, significant for purposes of class
24 certification, that this claim is individualized in nature and therefore would require declarations indicating
25 the majority of Class Members experienced issues as to rest breaks. In light of these defenses, and for
26 purposes of settlement, I discounted Defendant's potential liability by 90%. **Plaintiff's realistic recovery**
27 **estimate for the rest break claim is therefore \$198,570.73.**

1 37. The unreimbursed business expenses claim is based on allegations that Defendant did not
2 reimburse Class Members for expenses incurred in the discharge of their duties. Plaintiff alleges that he and
3 other Class Members incurred costs for the maintenance of their uniforms and for the use of their personal
4 tools and that Defendant did not reimburse Plaintiff and Class Members for such costs. The precise value of
5 all necessary business expenses Class Members incurred could not be calculated. Therefore, in preparation
6 for mediation, Plaintiff's Counsel estimated Defendant owed approximately \$20.00 a month to each Class
7 Member in the statutory period. As a result, Defendant's estimated maximum potential liability is
8 \$171,995.00. Defendant contends it complied with all its reimbursement obligations, that it provided Class
9 Members with necessary tools, and further, that the reimbursement claim would be difficult to certify, given
10 the individualistic nature of this claim. In light of these defenses, and for purposes of settlement, I discounted
11 Defendant's potential liability by 90%. **Plaintiff's realistic recovery estimate for the unreimbursed**
12 **expenses claim is therefore \$17,199.50.**

13 38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimates
14 Defendant's maximum potential recovery, prior to risk-adjustment, is \$4,073,077.00, which breaks down as
15 follows: **\$853,277.00** for waiting time penalties for approximately 139 terminated Class Members in the 3-
16 year SOL; a **\$1,598,400.00** penalty for inaccurate wage statements based on approximately 460 Class
17 Members in the 1-year SOL; and **\$1,621,400.00** for PAGA penalties based on 16,214 Pay Periods and the
18 Court assessing a \$100.00 penalty for each pay period containing a violation. However, I believe it would be
19 unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding
20 penalties and given Defendant's defenses, including without limitation, that any failure to pay all final wages
21 at the time of separation was not willful or intentional and that to the extent Plaintiff received wage statements
22 that were allegedly inaccurate, Plaintiff suffered no actual resulting damage or harm. Moreover, I understand
23 the individualized and testimony-intensive nature of the wage claims could bar class certification or
24 otherwise significantly reduce Defendant's overall liability for statutory and civil penalties. Furthermore,
25 considering the underlying wage claims are realistically estimated to be \$403,741.90, awarding such a
26 disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied
27 a 95% discount to each penalty (resulting in **\$42,663.85** for waiting time penalties, **\$79,920.00** for inaccurate
28

1 wage statement penalties, and **\$81,070.00** for PAGA penalties) and accordingly arrived at **a realistic**
2 **recovery estimate of \$203,653.85 for statutory and civil penalties.**

3 39. Using these estimated figures, Plaintiff predicted **the realistic (risk-adjusted) recovery for all**
4 **claims, including penalties, is \$607,395.75.** This means **the \$500,000.00 gross settlement figure**
5 **represents roughly 82% of the total realistic recovery.** This is an excellent result for the Class, particularly
6 because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of
7 not being able to recover anything.

8 40. With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies
9 PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved
10 Employees with genuine and meaningful relief, on the other. As a result of this litigation, Defendant has
11 had to hire legal counsel, engage in informal class-wide discovery, and participate in mediation.
12 Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming final
13 settlement approval is granted. (Settlement, ¶ 3.1.4.) Not including its own attorneys' fees and costs as
14 well as the employer's share of payroll taxes, Defendant will pay no less than \$500,000.00 to resolve
15 this matter—of which \$10,000.00 is allocated toward the PAGA claims and will be distributed, in
16 compliance with Labor Code section 2699 as 65% (\$6,500.00) to the LWDA and 35% (\$3,500.00) to
17 Aggrieved Employees—and the release obtained under the Settlement does not preclude Aggrieved
18 Employees from pursuing any individual claims they may have against Defendant or the other Released
19 Parties. Moreover, Plaintiff's Counsel are of the opinion that because the issues here are fairly contested,
20 there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits
21 due to the largely discretionary nature of awarding PAGA penalties. In other words, were this matter to go
22 to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.

23 41. Further, Plaintiff's Counsel took into account the risk of not being able to proceed on a
24 representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial,
25 penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and
26 in light of other defenses available to Defendant. Thus, it is entirely possible that even if Plaintiff would
27 be successful at trial, assuming he is first able to certify the claims and defeat the manageability issues
28

1 presented at litigation, Plaintiff could be awarded substantially less than what was obtained through the
2 Settlement. In sum, the \$10,000.00 PAGA Penalties allocation under the Settlement constitutes genuine and
3 meaningful relief.

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

9 43. The Settlement obviates the significant risk that this Court may deny certification of all or some
10 of Plaintiff's claims. Plaintiff's Counsel took into account the risk of not prevailing at trial due to low or
11 no participation by Class Members. Indeed, the individualized and testimony-intensive nature of the claims
12 could bar manageability of the representative claims or otherwise significantly reduce any recovery
13 whatsoever. For example, the rest period and unreimbursed expense claims are testimony-driven claims and
14 assume a 50% and a 100% violation rate, respectively, which would not likely be demonstrated at trial, as it
15 assumes either the participation of a majority or all employees (which would be difficult given the reality
16 that many, if not all, employees would be unwilling to participate due to fear of retaliation), or alternatively,
17 the use of surveys or statistical data as a surrogate (which would still require the participation of a majority
18 of employees to establish a sound representation of all non-exempts). Even assuming employees would be
19 willing to participate, obtaining declarations would potentially reveal that each individual employee had a
20 different experience.

21 44. Furthermore, even if Plaintiff was able to pursue his claims on a class-wide basis and obtain
22 certification of all or some of the claims, continued litigation would be expensive, involving a trial and
23 possible appeals, and would substantially delay and reduce any recovery by the Class. Although the Parties
24 have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis, they
25 have not conducted extensive formal discovery. Moreover, preparation for class certification and a trial
26 would remain for the Parties as well as the prospect of appeals in the wake of a disputed class certification
27 ruling for Plaintiff and/or any summary judgment ruling. As a result, the Parties would incur considerably
28

1 more attorneys' fees and costs through trial. In sum, this Settlement avoids the risks, burdens, and the
2 accompanying expense of further litigation.

3 45. The proposed \$500,000.00 Settlement represents a substantial recovery when compared to the
4 reasonably forecasted recovery for the Class. When considering the risks of litigation, the uncertainties
5 involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of
6 appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and that preliminary
7 settlement approval is appropriate. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133;
8 *see Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar*
9 does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed
10 on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic
11 range of outcomes of the litigation"].)

12 THE REPRESENTATIVE PAYMENT TO PLAINTIFF IS REASONABLE

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

24 47. At the same time, Plaintiff faced many risks in adding himself as the named Plaintiff in this
25 matter. Plaintiff faced actual risks with his future employment, as putting himself on public record in an
26 employment lawsuit could also very well affect his likelihood for future employment. For example, a search
27
28

1 of Plaintiff's name will reveal this action, and as a result, many employers may likely forego hiring
2 Plaintiff in learning he sued a former employer.

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

8 49. This class action would not have been possible without the aid of Plaintiff, who put his own
9 time and effort into this litigation and placed himself at risk for the sake of the Class. The requested
10 enhancement award to Plaintiff for his service as the Class Representative is a relatively small amount of
11 money considering the time and effort put into the litigation and compared to enhancements granted in other
12 class actions. The requested enhancement award is therefore reasonable to compensate Plaintiff for his active
13 participation in this lawsuit, in addition to his general release of claims, both known and unknown, and waiver
14 of section 1542 rights.

15 MY EXPERIENCE AND QUALIFICATIONS

16 50. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law
17 School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an
18 Active Member in good standing continuously since then. I have been selected to Super Lawyers each year
19 from 2019 to 2025.

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

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

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

23 54. I am experienced in prosecuting and defending employment matters, particularly class actions
24 and PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour,
25 and working conditions violations. In addition to the present case, I am also class counsel for other wage-
26 and-hour class action lawsuits pending in various California counties, including in state and federal courts.
27 The following is a list of some of our recent class action settlements that have received preliminary and final
28

1 approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel);
2 *Black v. Mission Healthcare Servs., Inc.* (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel);
3 *Campa v. Bloomingdeals, Inc.* (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v.*
4 *Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart*
5 *Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC
6 No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No.
7 PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No.
8 BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC*
9 (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650;
10 lead counsel) (in approving my hourly rate in that case, the Court found: “Class Counsel’s declarations show
11 that the attorneys are experienced and successful litigators. Other courts have approved the attorneys’ current
12 rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No.
13 BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-
14 2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC
15 No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137)
16 (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29)
17 (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size
18 approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class
19 size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260;
20 lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead
21 counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865)
22 (class size 435; lead counsel).

23 ALLEN FEGHALI’S EXPERIENCE AND QUALIFICATIONS

24 55. Allen Feghali is a Senior Partner at Moon Law Group, PC. He received his B.A. in Global and
25 International Studies in 2011 from UC Santa Barbara, and his J.D. from University of La Verne College of
26 Law in 2014. Mr. Feghali became an Active Member of the State Bar of California in December 2014 and
27
28

1 has been an Active Member in good standing continuously since then. He was selected by Super Lawyers as
2 a “Southern California Rising Star” in 2020–2023.

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

8 57. Mr. Feghali’s current billing rate is \$900.00 per hour, which is his usual hourly rate in wage and
9 hour litigations. Based on Mr. Feghali’s 11+ years of experience out of law school, his Laffey Matrix rate
10 with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (See Ex.
11 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali’s billing rate of
12 \$900.00 per hour is reasonable.

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

- 16 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath*
17 *Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on
18 all causes of action following contested briefing in a wage-and-hour class action.
- 19 (b) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
20 *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was argued and taken
21 under submission by the Court on February 3, 2022.
- 22 (c) Mr. Feghali prepared the briefing in a contested class certification motion in the matter of
23 *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).
- 24 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
25 motion in the matter of *Thong, et al. v. Outlook Resources, Inc., et al.* (No. 19STCV44400),
26 which was granted in part and denied in part in October 2022.
- 27
28

- 1 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Andrade*
2 *v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020, No. CV 20-1448 FMP (RAOx)) 2020 WL
3 1934954, where defendant removed a wage-and-hour class alleging that Plaintiffs' claims
4 were pre-empted by the Labor Management Relations Act.
- 5 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian Herald, U.S.A.,*
6 *Inc.* (Cal. Ct. App. Dec. 12, 2017, No. B266853) 2017 WL 6333905, at *1. There, the Court
7 of Appeal reversed a dismissal of an individual defendant following the trial court's granting
8 of a demurrer without leave to amend relating to alter ego allegations.
- 9 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v.*
10 *Belfor USA Group, Inc.* (C.D. Cal. March 13, 2018, No. 2:17-cv-09056-RSWL-MRWx)
11 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a
12 "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the
13 individual defendant, who was alleged to have harassed the Plaintiffs under FEHA, was a
14 proper defendant.
- 15 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases that settled for
16 \$850,000.00, \$375,000.00, and \$250,000.00. In addition to the foregoing, Mr. Feghali has
17 resolved or assisted in the resolution of approximately 100 cases which has resulted in millions
18 of dollars of unpaid wages being returned to low-wage employees.
- 19 (i) Mr. Feghali was part of a team that prepared the briefing in a contested class certification
20 motion in the matter of *Hernandez v. CR Laurence, Inc., et al.* (No. 20STCV32372), which
21 was granted, in part, and denied, in part, in February 2024.

22 59. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing
23 employees in wage-and-hour class and representative actions. His fee has been approved by Courts
24 throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over
25 100 wage-and-hour class actions, including obtaining preliminary and final approval of settlements. A
26 selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following:
27 *Barahona v. Methodist Hosp. of Cal.* (No. 20STCV09876) (\$5,000,000); *Stanley Black & Decker Wage and*
28

1 *Hour Cases* (No. JCCP5218) (\$3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-
2 CTL) (\$2,250,000); *Duncan v. Infineon Technologies Americas Corp.* (No. 21STCV16872) (\$2,500,000);
3 *Aquino v. Coast King Packing, LLC* (No. 21CV002448) (\$2,300,000); *Martinez, et al. v. Curative LLC* (No.
4 21STCV20778) (\$1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-
5 CTL) (\$1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) (\$1,800,000); *Fuentes v. Covid*
6 *Clinic, Inc.* (No. CIVSB2106806) (\$1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc.* (No. 3:20-cv-
7 03047) (\$3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) (\$1,100,000); *Hammers v.*
8 *Redwood Oil Co., Inc.* (No. SCV-269625) (\$1,180,000); *Cuadras v. R.C. Wendt Painting, Inc.* (No.
9 BC705964) (\$1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282)
10 (\$1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) (\$1,200,000); *Garcia v. Tri-Valley Plastering,*
11 *Inc.* (No. 22CECG00591) (\$1,250,000); *Garcia v. Tapia Enter., Inc.* (\$2,137,651 for 507 class members);
12 *Cha v. Center Point, Inc.* (No. CIV2102081) (\$1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P.* (No.
13 BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) (\$750,000 for
14 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) (\$1,250,000).

15 S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS

16 60. S. Phillip Song is a Senior Attorney at my office. He received his undergraduate degree
17 in 2006 from the University of Houston, graduating cum laude with a Communications B.A. and
18 minor in Accounting. Mr. Song earned his Juris Doctor degree in 2011 from the University of
19 Houston Law Center. Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is
20 presently admitted to practice in all state courts of California (admitted in 2019), and before all
21 federal district courts in California. The focus of Mr. Song's practice is currently on class actions,
22 wage-and-hour law, and employment law. Mr. Song has worked on numerous class action cases
23 and representative actions that have been granted final approval, including *Paez et al. v. C&R*
24 *Restaurant Group, LP*, Kern County Superior Court, Case No. BCV-18-103181-SDS; *Baker v.*
25 *Central Coast Home Health, Inc.*, San Luis Obispo County Superior Court, Case No. 17CV-0219;
26 *Martinez v. Community Playgrounds, Inc.*, Solano County Superior Court, Case No. FCS53879;
27 *Duval v. Pacific States Petroleum, Inc.*, Sacramento County Superior Court, Case No. 34-2018-
28

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, which is his usual hourly rate in wage and hour litigations. Based on Mr. Song's 15+ years of experience out of law school, his Laffey Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Song's billing rate of \$775.00 per hour is reasonable..

MORGAN W. SIMPSON'S EXPERIENCE AND QUALIFICATIONS

61. Morgan W. Simpson is an Associate Attorney at my office. He graduated from the University of South Carolina – Columbia in 2016 with a Bachelor of Arts in Journalism, *magna cum laude*. Mr. Simpson attended the University of Southern California Gould School of Law and graduated in 2020. Mr. Simpson was admitted to the California State Bar as an attorney in June 2021. Mr. Simpson began practicing Plaintiff-side wage and hour class and representative actions in July 2024 when he joined Moon Law Group, PC. Mr. Simpson has served as a handling attorney on the following matters that successfully settled and are in the process of obtaining or have obtained preliminary or final approval: *Ocampo v. DNA Motor, Inc.*, Los Angeles County Superior Court Case No. 23STCV31444; *Luna v. Realstone, Inc.*, Los Angeles County Superior Court Case No. 24STCV16233; *Gutierrez v. Allegion Access Technologies, LLC*, San Bernardino County Case No. CIVSB2406590; *Gutierrez v. Patton Sales Corp.*, Los Angeles County Case No. 24STCV16019; *Stamm v. Pacific Clay Products, Inc.*, et al., Los Angeles County Case No. 24STCV04369; *Velo v. Chicken Choice, Inc.*, Santa Clara County Case No. 24CV441906; *Calderon v. B-Per Electronic, Inc.*, Orange County Case No. 30-2024-01409795-CU-OE-CXC. Mr. Simpson's hourly rate is \$600.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Simpson's nearly 6 years of experience out of law school, his Laffey

1 Matrix rate with a 2.53% adjustment is \$640.63 per hour (\$625 Laffey Matrix rate + (2.53% x
2 \$625)). (See Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience,
3 Mr. Simpson's billing rate of \$600.00 per hour is reasonable.

4 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

25 65. I respectfully submit that the attorneys of Moon Law Group, PC, myself included, are well
26 suited to act as Class Counsel in this action, and we have, and will continue to, vigorously represent the
27 interests of the Class. To my knowledge, we do not have any conflicts of interest with Plaintiff, other Class
28

Members, or the proposed Administrator, and we are not related to Plaintiff. We respectfully request to be appointed as Class Counsel, for settlement purposes.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

66. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third of the Gross Settlement Amount, or \$166,666.67, whichever is greater, and litigation costs up to \$20,000.00. (Settlement, ¶ 3.1.2.) The proposed award of attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery method. However, we base the proposed fees award on the percentage method, as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

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

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

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

70. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency fee basis, including Plaintiff in this matter. Pursuant to this arrangement, we are not compensated for our time unless

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

7 71. As of the drafting of this motion, my office has incurred \$13,730.97 in expenses litigating this
8 action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably
9 necessary to the litigation and were actually incurred by my office. Moreover, because total litigation costs
10 are below the maximum amount allowed under the Settlement, the difference will revert to Participating
11 Class Members. (*Id.* at ¶ 3.1.2.) Therefore, our costs should be reimbursed in full.

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

- 15 (a) Numerous interviews with Plaintiff and review of documents provided by him;
- 16 (b) Legal research and investigation regarding Defendant's business and employment practices
17 at numerous points in the litigation;
- 18 (c) Preparation and submission of Plaintiff's PAGA notice;
- 19 (d) Preparation, finalization, and filing of multiple drafts of the original class action complaint
20 and subsequent first amended complaint;
- 21 (e) Extensive "meet and confer" correspondence and discussions with Defense Counsel
22 regarding mediation and to obtain relevant documents and information through informal
23 discovery;
- 24 (f) Research and preparation of Plaintiff's mediation brief;
- 25 (g) Analysis of the discovery production and preparation of a damages model with the aid of a
26 statistics expert;
- 27 (h) Attendance and active participation at a full day of mediation;
- 28

- (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;
- (j) Preparation of the motion for preliminary approval and the accompanying filings;
- (k) Anticipated preparation for and attendance at the preliminary approval hearing;
- (l) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;
- (m) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;
- (n) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and
- (o) Anticipated responding to Class Member inquiries and communicating with Plaintiff regarding the case.

73. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* \$500,000.00 to compensate Class Members for the alleged unlawful wage-and-hour practices. I am informed and believe that, without the efforts of my office or Plaintiff, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

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

Kane Moon