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Attorneys for Plaintiff Marcos Calderon

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

MARCOS CALDERON, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

FREEMAN EXPOSITIONS, LLC; and DOES 1
through 10, inclusive,

Defendants

Case No. 30-2024-01448303-CU-OE-CXC

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 the Memorandum of Points and
Authorities, the Declaration of Plaintiff, the
Declaration of Cheryl D. Orr, the
Declaration of Jodey Lawrence, and
[Proposed] Order]*

PRELIMINARY APPROVAL HEARING

Date: July 24, 2026

Time: 9:00 a.m.

Dept. CX101

Judge: Hon. William Claster

Res. ID: 74889438

Complaint Filed: December 23, 2024

Trial Date: Not set

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I, KANE MOON, declare as follows:

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

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

CASE BACKGROUND

3. This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). Plaintiff seeks to represent a class of all current and former hourly, non-exempt employees of Defendant Freeman Expositions, LLC (“Defendant” and together with Plaintiff, the “Parties”) who are/were represented by the Teamsters and who are/were employed by Defendant in California at any time during the Class Period, as set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the “Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement is attached to the instant Declaration as **Exhibit 1**. The proposed Class Notice is attached to the Settlement as **Exhibit A**.

4. Defendant is a leading global event agency offering a complete solution for exhibitors, corporate events, and trade shows. Plaintiff worked for Defendant as a foreman and pre-handler from approximately 2005 to February 2024. Plaintiff was classified as non-exempt during the entirety of his employment, was represented by the International Brotherhood of Teamsters (the “Teamsters”), and was subjected to the same unlawful labor practices as the Class.

5. Plaintiff's claim for unpaid wages is two-fold and stems from Defendant's alleged failure to incorporate all nondiscretionary bonuses into the regular rate of pay for purposes of paying overtime pay, meal break premiums, and sick pay and Defendant's alleged failure to pay employees for off-the-clock work. Moreover, Plaintiff alleges that Defendant systematically failed to provide legally compliant meal periods and rest breaks. In addition to the foregoing claims, Plaintiff brings claims for reimbursement of necessary business expenses, and derivative claims

1 against Defendant for waiting time penalties, wage statement violations, unfair business practices,
2 and civil penalties under PAGA.

3 6. Pursuant to PAGA, on December 19, 2024, Plaintiff gave written notice to the
4 California Labor and Workforce Development Agency (the “LWDA”) of the alleged Labor Code
5 violations, with certified mail service on Defendant, and paid the required filing fee. A true and
6 correct copy of Plaintiff’s Notice is attached hereto as Exhibit 2. On December 23, 2024, Plaintiff
7 filed a Class Action complaint, which alleges that Defendant systematically: (1) failed to pay
8 minimum wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4)
9 failed to authorize and permit rest breaks; (5) failed to indemnify necessary business expenses; (6)
10 failed to timely pay final wages at termination; (7) failed to provide accurate itemized wage
11 statements; and (8) engaged in unfair business practices.

12 7. On February 25, 2025, Plaintiff filed a First Amended Class and Representative Action
13 Complaint against Defendant to add a ninth cause of action for civil penalties under PAGA. On
14 March 3, 2026, for settlement purposes, Plaintiff filed a Second Amended Complaint to add any and
15 all claims made during the mediation that were not already alleged and to define the Class and
16 Aggrieved Employees as all current and former hourly, non-exempt employees of Defendant who
17 worked for Defendant at any time during the Class/PAGA Period and were represented by the
18 Teamsters (the “Operative Complaint”). A file-stamped copy of the Operative Complaint containing
19 the Court-assigned case number was submitted to the LWDA. To date, the LWDA has not given its
20 intention to investigate and intervene on the matter.

21 8. Defendant ardently opposes the merits of this case and denies Plaintiff’s factual
22 allegations. Defendant argues the putative Class was paid all compensation owed and that
23 Defendant did not allow its employees to work off-the-clock. Moreover, Defendant argues that it
24 met its meal and rest period obligations, and that Plaintiff and Class Members were provided with
25 the opportunity to take all meal and rest periods to which they were entitled. As for the
26 unreimbursed business expenses, Defendant maintains it reimbursed Class Members for all
27 necessary business expenses incurred. Furthermore, to the extent that Plaintiff received wage
28 statements that were allegedly inaccurate, Defendant asserts that Plaintiff suffered no actual

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

14 DISCOVERY AND INVESTIGATION

15 9. Following the filing of the complaint, the Parties met and conferred regarding an
16 agreement to mediate the claims. The Parties agreed to mediate with Debora Saxe, Esq., an
17 experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a
18 protocol for exchanging documents and information before the mediation. Plaintiff obtained from
19 Defendant, through informal but extensive discovery, information sufficient to meaningfully
20 evaluate the claims at issue in the action, including Plaintiff’s complete personnel file, a sample of
21 time and corresponding payroll records for Class Members, and information regarding the
22 estimated number of current and former Class Members, Workweeks, Aggrieved Employees,
23 PAGA Pay Periods, and average hourly pay.

24 10. In preparation for mediation, Plaintiff’s Counsel reviewed and analyzed all the
25 information Defendant provided, including the sample time/pay records and documents regarding
26 Defendant’s wage and hour policies. Plaintiff’s Counsel retained a statistics expert¹ to analyze the
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28 ¹ A true and correct of the expert’s curriculum vitae is attached hereto as **Exhibit 3**.

1 sample records and prepare a damage analysis prior to mediation. The sample time and pay records
2 analyzed represented approximately 33% of total shifts worked in the Class Period, which allowed
3 Plaintiff's expert to prepare an analysis with a high degree of certainty. In conjunction with their
4 extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding
5 the claims and defenses asserted in the litigation. Accordingly, Plaintiff's Counsel were able to
6 evaluate the probability of class certification, success on the merits, and Defendant's maximum
7 and realistic monetary exposure for all claims. Thus, Plaintiff's and his counsel's familiarity with
8 the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently
9 in negotiating the Settlement.

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

21 SETTLEMENT NEGOTIATIONS

22 12. On January 9, 2026, the parties participated in a full-day mediation with Debora Saxe,
23 Esq., a professional and neutral class and PAGA action mediator. The settlement negotiations were
24 at arm's length and, although conducted in a professional manner, adversarial. The Parties went
25 into the mediation willing to explore the potential for a settlement of the dispute, but each side was
26 also prepared to litigate their position through trial and appeal if a settlement had not been reached.
27 After extensive discussion regarding the merits and certifiability of Plaintiff's claims and
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1 Defendant's defenses, a settlement was reached by the Parties, the material terms of which are
2 encompassed within Settlement.

3 13. In compliance with Labor Code section 2699, Plaintiff's Counsel submitted a copy of
4 the proposed Settlement Agreement and the instant moving papers. A true and correct copy of the
5 LWDA's email confirming receipt thereof is attached hereto as **Exhibit 4**. The Proof of Service
6 filed concurrently herewith also provides that the LWDA was served with the instant moving
7 papers. To date, Plaintiff's administrative exhaustion period under PAGA expired without the
8 LWDA indicating its intent to investigate the alleged violations.

9 14. Class Members will not need to submit any claim form as a condition of receiving
10 individual settlement payments. (Settlement Agreement, ¶ 3.0.) Each Class Member who does not
11 opt-out will be entitled to his or her pro rata share of the Net Settlement Amount that is directly
12 proportional to the number of workweeks during which the Class Member worked in the Class
13 Period. (*Id.* at ¶ 3.1.3.1) Likewise, each Aggrieved Employee will be entitled to his or her pro rata
14 share of the 35% share of PAGA Penalties that is directly proportional to the number of pay periods
15 during which the Aggrieved Employee worked in the PAGA Period. (*Id.* at ¶ 3.1.4.1.) Any funds
16 remaining uncashed after 180 days from issuance will be transmitted to the California Controller's
17 Unclaimed Property Fund together with the funds for any Class Member whose envelope is returned
18 and no forwarding address can be located for the Class Member after reasonable efforts have been
19 made, in the name of the Class Member, thereby leaving no "unpaid residue" subject to the
20 requirements of California Code of Civil Procedure ("CCP") section 384(b). (*Id.* at ¶¶ 4.1.1, 4.1.3.)

21 15. The Gross Settlement Amount ("GSA") is \$420,000.00 and is non-reversionary.
22 (Settlement, ¶ 3.0.) Defendants will separately pay their employer-side payroll taxes owed on the
23 Wage Portion of Individual Class Payments. (*Id.*) The GSA and all employer payroll taxes owed on
24 the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds
25 to the Administrator within twenty-one (21) calendar days of the Effective Date. (*Id.* at ¶ 4.0.)

26 16. The Settlement provides an escalator clause under which should the estimated number
27 of Workweeks exceed the estimated count of 25,000 by more than 10% (i.e., 27,500), Defendant
28 shall have the option of (A) end the Class Period on the date on which the number of Workweeks

1 reached 27,500, or (B) increase the GSA in proportion to the increased percentage – for example, if such
2 increase in workweeks is 12% over 25,000 Workweeks, the GSA will increase by 2%. (*Id.* at ¶ 7.0.)
3 Defendant has elected to modify the end date of the Class and PAGA Periods to be April 9, 2026, such
4 that the total number of Workweeks in the modified Class Period does not exceed 27,500. (Declaration
5 of Cheryl D. Orr in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement
6 [“Orr Decl.”], ¶ 2.)

7 17. The Settlement provides for a Class Counsel Fees Payment of not more than 30% of the
8 Gross Settlement Amount (currently estimated to be \$126,000.00) for Plaintiff’s Counsel’s
9 attorneys’ fees, plus reimbursement for out-of-pocket litigation costs not to exceed \$25,000.00. (*Id.*
10 at ¶ 3.1.2.) There is no fee-splitting agreement. In the event the amount of actual costs is less and/or
11 the amount of fees and costs approved by the Court are less than the requested amounts, the
12 difference will revert to Participating Class Members. (*Id.*) At this time, my firm has incurred
13 \$24,590.27 in costs, and a true and correct copy of these litigation costs is attached hereto as **Exhibit**
14 **5**. At final approval, Plaintiff’s Counsel will submit contemporaneously made billing records for
15 attorney’s fees and costs.

16 18. The Settlement Agreement includes a Class Representative Service Payment to Plaintiff
17 in an amount up to \$7,500.00 from the Gross Settlement Amount, subject to the Court’s approval,
18 in addition to the amount he is eligible to receive as a Class Member. (*Id.* at ¶ 3.1.1.) This service
19 award is for Plaintiff’s services in support of the Action and General Release. (*Id.* at ¶ 1.14.) In the
20 event the amount approved by the Court is less than the requested amount, the difference will revert
21 to Participating Class Members. (*Id.* at ¶ 3.1.1.) Plaintiff is not receiving any payment separate from
22 the Settlement.

23 19. The Parties jointly appoint Phoenix Class Action Administration Solutions as the neutral
24 entity to administer this Settlement. (*Id.* at ¶¶ 1.1, 6.0.) The Settlement Agreement provides the
25 Administrator will be paid an Administration Expenses Payment from the Gross Settlement Amount,
26 in an amount up to \$14,950.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶
27 3.1.3.) In the event the amount of costs is less and/or the amount approved by the Court is less than
28 the requested amount, the difference will revert to Participating Class Members. (*Id.*) A true and

1 correct copy of the Administrator’s not-to-exceed bid of \$14,950 is attached hereto as **Exhibit 6**. At
2 final approval, Plaintiff’s Counsel will submit billing records for administrative costs.

3 20. The Class is defined as all current and former hourly, non-exempt employees of Defendant
4 who are/were represented by the Teamsters and who are/were employed by Defendant in California at
5 any time during the Class Period. (*Id.* at ¶ 1.4.) For purposes of Settlement, the “Class Period” is
6 December 23, 2020, through April 9, 2026. (*Id.* at ¶ 1.12; Orr Decl., ¶ 2.)

7 21. Aggrieved Employees is defined as all current and former hourly, non exempt employees
8 of Defendant who are/were represented by the Teamsters and who are/were employed by Defendant in
9 California at any time during the PAGA Period. (Settlement, ¶ 1.3.) For purposes of Settlement, the
10 “PAGA Period” is December 19, 2023, through April 9, 2026. (Settlement, ¶ 1.33; Orr Decl., ¶ 2.)

11 22. The Settlement allocates \$30,000.00 from the GSA for PAGA Penalties, which will be
12 distributed 65% (\$19,500.00) to the LWDA and 35% (\$10,500.00) to Aggrieved Employees pursuant
13 to PAGA law governing Plaintiff’s claims. (*Id.* at ¶ 3.1.4.)

14 23. Individual Class Payments will be allocated as 20% as wages and 80% as penalties and
15 interest for tax purposes. (*Id.* at ¶ 3.1.3.2.) Individual PAGA Payments will be allocated as 100%
16 penalties for tax purposes. (*Id.* at ¶ 3.1.4.2.)

17 24. The “Released Class Claims” is limited to any and all claims, actions, or causes of action
18 that are alleged in the Operative Complaint, or that could have been alleged in the Operative Complaint
19 based upon or arising out of the facts alleged therein, that occurred during the Class Period, except for
20 those arising under PAGA. (*Id.* at ¶ 5.1.) The release excludes any other claims, including claims for
21 vested benefits, unemployment benefits, disability benefits, social security benefits, and/or workers’
22 compensation benefits. (*Id.*)

23 25. The “Released PAGA Claims” is limited to all claims that were alleged in the Operative
24 Complaint and in the LWDA Notice, or that reasonably could have been alleged in the Operative
25 Complaint and in the LWDA Notice based upon or arising out of the facts alleged therein. (*Id.* at ¶ 5.2.)

26 26. Under the Settlement, Plaintiff has agreed to a general release of any and all claims
27 against the Released Parties, including a release of rights pursuant to California Civil Code section
28 1542. (*Id.* at ¶ 5.0.)

1 27. Released Parties is defined as Defendant and each of its current and former parents,
2 owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective
3 officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns. (*Id.* at ¶
4 1.42)

5 28. The release of all claims will be effective upon entry of Judgment and effective on the
6 date Defendant fully funds the entire GSA and all employer payroll taxes owed on the Wage Portions of
7 the Individual Class Payments. (*Id.* ¶ at 5.)

8 29. The Class Notice will be mailed via first-class U.S. mail in English and Spanish to the
9 current address of each Class Member. (*Id.* at ¶ 6.3.) The Class Notice does not need to be translated
10 into any other language as all Class Members are proficient in English and/or Spanish. The proposed
11 Class Notice sets forth, in plain terms, a statement of case, the terms of the Settlement, the
12 approximate amounts of attorneys' fees, costs, PAGA Penalties, and service award being sought, an
13 explanation of how the individual payments are calculated, the Final Approval Hearing information,
14 the procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class
15 Members, and how Class Members may, should they choose, opt-out or otherwise object to the
16 Settlement. (*Id.* at ¶¶ 6.3-6.5, Exs. A-D².)

17 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

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

24 31. Based on my analysis of the time, payroll, and additional records provided by
25 Defendant, Plaintiff's expert's analysis of the time and payroll records provided by Defendant, and
26

27 ² The Class Notice, Objection Form, Exclusion Form, and Dispute Form are attached as
28 Exhibits A, B, C, and D, respectively, to the Settlement. (Settlement, ¶ 1.11.) If required by the
Court, the Parties agree to remove the Objection Form, revise the Class Notice accordingly, and
only distribute the Class Notice with the Exclusion Form and Dispute Form.

information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendants faced. I took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. The Settlement was negotiated based on approximately 1,125 Class Members who worked approximately 25,000 Workweeks, with a weighted average hourly rate of \$35.37. Based on Defendant's payroll data, there are an estimated 843 former employees for Labor Code § 203 penalties, 510 employees that fall within the 1-year statute of limitations period for penalties under Labor Code § 226 and PAGA, and 5,988 PAGA Pay Periods during the PAGA Period.

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

Claim ³	Relevant Time Period	Rate	Number of Violations	Amount
Unpaid Wages (Regular Rate of Pay)	25,000 Workweeks	\$35.37 average reported regular rate of pay	Based on the expert's analysis of records	Maximum Recovery: \$268.00 Minimum Recovery: \$40.20*
Unpaid Wages (Off-the-Clock Work)	25,000 Workweeks	\$35.37 average rate of pay	7,759 unpaid hours (assumes 5 minutes per shift) (assumes 76.30% overtime)	Maximum Recovery: \$379,133.10 Minimum Recovery: \$37,913.31**
Meal Period Violations	25,000 Workweeks	\$35.37 average rate of pay	25,619 unique meal break violations (based on expert analysis of records)	Maximum Recovery: \$906,144.03 Minimum Recovery \$135,921.60*
Rest Break Violations	25,000 Workweeks	\$35.37 average rate of pay	46,524 unique rest break violations (assumes 50% violation rate for shifts of at least 3.5 hours)	Maximum Recovery: \$1,645,553.88 Minimum Recovery: \$164,555.39**
Unreimbursed Business Expenses	25,000 Workweeks	\$40 per month	Assumes \$40 per month	Maximum Recovery: \$250,000.00 Minimum Recovery: \$25,000.00**

³ Plaintiff also alleges that Defendant engaged in unfair business practices. This claim does not have independent value and simply extends the limitations period.

Labor Code §203	Based on approximately 843 terminated employees	\$35.37 average rate of pay / 30-day max.	Assumes 9 hours/day	Maximum Recovery: \$8,050,565.70 Minimum Recovery: \$402,528.29***
Labor Code §226	Based on approximately 510 class members within the 1-year statute of limitations	\$50 for initial violation; \$100 for each subsequent pay period with \$4,000 employee maximum	Based on 5,988 pay periods within the 1-year SOL	Maximum Recovery: \$573,300.00 Minimum Recovery: \$28,665.00***
PAGA	Based on approximately 5,988 pay periods within the 1-year statute of limitations	\$100 per pay period	Based on 5,988 pay periods within the 1-year SOL	Maximum Recovery: \$598,800.00 Minimum Recovery: \$29,940.00***
Total for Class Claims				\$824,563.79
* This figure is discounted based on a 15% probability of prevailing at class certification and on the merits. ** These figures are discounted based on a 10% probability of prevailing at class certification and on the merits. *** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.				

32. As discussed above, Plaintiff's unpaid overtime claim is also due to allegations that Defendant failed to incorporate non-discretionary remuneration into Class Members' regular rate of pay for purposes of paying overtime pay, meal break premiums, and sick pay. Plaintiff's expert reviewed the sample records Defendants produced and found that there were additional payments in approximately 2.1% of pay periods that also included sick pay. However, Plaintiff's expert did not find any overlap with additional payments and overtime pay and meal break premiums. As a result, Defendant's maximum exposure was estimated to be \$268.00. However, Defendant argues these remunerations were discretionary as not everyone received a bonus, and therefore Defendant was not required to incorporate those payments into the regular rate. Due to the lack of written policies regarding criteria for bonus payments and the minimal exposure, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Therefore, I applied an 85% discount to the maximum exposure figure; accordingly, I arrived at a **minimum damage estimate of \$40.20 for the regular rate claim.**

1 33. As discussed above, Plaintiff's unpaid wages claim is also due to allegations that
2 Defendant did not compensate Class Members for off-the-clock work. Plaintiff alleges that Class
3 Members were required to undergo COVID screenings and security checks, which included showing
4 badges and identification, vaccination cards, and undergoing searches, prior to clocking into work
5 without any compensation. Plaintiff also claims that they receive work-related telephone calls while
6 off-the-clock. For purposes of mediation, I assumed, based on information from Plaintiff, that each
7 Class Member performed 5 minutes of unpaid work each shift, and thereby arrived at 7,759
8 cumulative unpaid hours, 76.30% of which is estimated to be overtime, resulting in an estimated
9 maximum exposure of \$379,133.10. However, Defendant argues employee timesheets accurately
10 reflect work hours, that employees were compensated for all hours worked, and that Defendant did
11 not require or permit the Class to work outside of their scheduled shift times. Although I believe
12 there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying
13 this claim and proof on the merits. Certification and proof of this claim would require declarations
14 from Class Members and obtaining such declarations could potentially reveal that each Class
15 Member had a different experience with respect to clocking in and working off-the-clock.
16 Additionally, "off-the-clock" claims are difficult to be tried on a class wide basis because there is
17 no apparatus that can be used to prove this claim – e.g. there are no records to be used as evidence.
18 Therefore, I applied a 90% discount to the maximum exposure figure; accordingly, I arrived at a
19 **minimum damage estimate of \$37,913.31 for the unpaid off-the-clock work claim.**

20 34. As discussed above, Plaintiff's meal period claim is based on allegations that due to the
21 nature of their work, Class Members' meal breaks were often interrupted, and sometimes missed
22 altogether. Plaintiff alleges that Defendant regularly required the Plaintiff and Class Members to
23 work in excess of five consecutive hours a day without providing a 30-minute, continuous and
24 uninterrupted, duty-free meal period for every five hours of work, or without compensating
25 Plaintiff and Class Members for meal periods that were not provided by the end of the fifth hour
26 of work or tenth hour of work. Plaintiff's expert reviewed the sample records that Defendant
27 produced and thereby assessed 25,619 identifiable meal period violations, for a 30.20% violation
28 rate and resulting in an estimated maximum exposure of \$906,144.03 (25,619 unique meal period

1 violations x \$35.37 avg. hourly rate). However, Defendant contends that many compliant meal
2 breaks were taken and that where a violation appears, it was a result of employees voluntarily
3 waiving their break rights. Furthermore, Defendant argues this claim is improper for class
4 treatment, in part, given the individualized nature of assessing non-compliant meal periods and
5 resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing
6 presents some risk with certifying this claim and proof on the merits. Certification and proof of
7 this claim would require declarations from Class Members and obtaining such declarations
8 potentially would reveal that each Class Member had a different experience with respect to meal
9 periods. Therefore, I believe an 85% discount to the maximum exposure figure is warranted.
10 Applying this discount, I accordingly arrived at **a minimum damage estimate of \$135,921.60 for**
11 **the meal period claim.**

12 35. As discussed above, Plaintiff's rest period claim is based on allegations that due to the
13 nature of their work, Class Members' rest periods were often interrupted, and sometimes missed
14 altogether. I assumed, based on information from Plaintiff, a 50% violation rate for shifts of at
15 least 3.5 hours. Plaintiff's expert thus determined that there are 46,524 unique rest period violations
16 and that Defendant did not pay any premium wages, resulting in an estimated maximum exposure
17 of \$1,645,553.88. Defendant maintains that it complied with all rest period obligations and that the
18 putative Class was provided with the opportunity to take all rest periods to which they were entitled
19 or otherwise voluntarily waived breaks. Moreover, Defendant argues this claim is improper for
20 class treatment, in part, given the individualized nature of assessing non-compliant rest periods
21 and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing
22 presents significant risk with certifying this claim and proof on the merits, particularly as rest
23 periods were not recorded nor are they required to be recorded under California law. Certification
24 and proof of this claim would require declarations from Class Members and obtaining such
25 declarations potentially would reveal that each Class Member had a different experience with
26 respect to rest periods. Therefore, I applied a 90% discount to the maximum exposure. Applying
27 this discount, I accordingly arrived at **a realistic damage estimate of \$164,555.39 for the rest**
28 **period claim.**

1 36. As discussed above, Plaintiff's claim for unreimbursed business expenses is based on
2 allegations that Defendant's employees were not reimbursed for expenses incurred in direct
3 discharge of their duties. For example, Plaintiff alleges that he and other Class Members had to
4 purchase items for work, including staplers, markers, magnets, forklift keys, and facemasks. He
5 also alleges that he and other Class Members had to use their personal cellphones and vehicles for
6 work purposes, without reimbursement. For purposes of mediation, I assumed Defendant failed to
7 reimbursement Class Members \$40.00 per month per Class Member and Plaintiff's expert thereby
8 assessed a maximum liability of \$250,000.00. However, Defendant argued that it complied with
9 all its reimbursement obligations. Additionally, this claim presents difficulties with certification
10 because of the individualized nature of employees' expense. Certification and proof of this claim
11 would require declarations from Class Members and obtaining such declarations potentially would
12 reveal that each Class Member had a different experience with respect to unreimbursed business
13 expenses. Accordingly, I applied a 90% discount to the maximum exposure. Applying this
14 discount, I accordingly arrived at **a minimum damage estimate of \$25,000.00 for the**
15 **unreimbursed business expenses claim.**

16 37. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
17 estimated that Defendant's realistic potential liability is **\$461,133.29**. Defendant's maximum
18 potential liability is \$9,222,665.70, which was calculated based on a waiting time penalty of
19 \$8,050,565.70 based on approximately 843 terminated class members within the relevant time
20 period, inaccurate wage statement penalty of \$573,300.00 based on approximately 510 class
21 members within the 1-year statute of limitations, and PAGA penalties of \$598,800.00 based on the
22 Court assessing a \$100 penalty for each pay period (5,988 pay periods). However, I believe that it
23 would be unrealistic to expect the Court to award the full \$9,222,665.70 in penalties given
24 Defendant's defenses and the discretionary nature of penalties. Considering that the underlying
25 wage claims are realistically estimated to be \$363,430.50 awarding such a disproportional amount
26 in penalties would also raise Due Process concerns. Weighing these factors, I applied to 95%
27 discount to each penalty (resulting in \$402,528.29 for waiting time penalties, \$28,665.00 for
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1 inaccurate wage statement penalties, and \$29,940.00 for PAGA penalties), and arrived at
2 **\$461,133.29 for statutory and civil penalties.**

3 38. Using these estimated figures, Plaintiff predicted that the minimum recovery for all
4 claims, including penalties, would be \$824,563.79. **This means that the \$420,000.00 settlement**
5 **figure represents approximately 51% of the realistic maximum recovery.** This is an excellent
6 result for the Class, particularly because, under the proposed Settlement, Class Members will
7 receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

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

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

16 41. The Settlement obviates the significant risk that this Court may deny certification of all
17 or some of Plaintiff's claims. Furthermore, even if Plaintiff was able to pursue his claims on a
18 class-wide basis and thereafter obtained certification of all or some of the claims, continued
19 litigation would be expensive, involving a trial and possible appeals, and would substantially delay
20 and reduce any recovery by the Class Members.

21 42. This Settlement avoids the risks and the accompanying expense of further litigation.
22 Although the Parties have engaged in a significant amount of investigation, informal discovery and
23 class-wide data analysis, they have not conducted extensive formal discovery. Moreover,
24 preparation for class certification and a trial would remain for the Parties as well as the prospect
25 of appeals in the wake of a disputed class certification ruling for Plaintiff and/or adverse summary
26 judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs
27 through trial.

43. The Net Settlement Amount available for settlement payments is no less than **\$216,550.00** for an estimated Class size of **1,125 individuals**.⁴ As a result, it is estimated each Participating Class Member is eligible to receive an average benefit of approximately **\$192.49** prior to tax withholdings on the wage portion of payments. Considering Class Members' average hourly rate is \$35.37, the average benefit is approximately **5.44 hours of work**. Additionally, there are **843 Aggrieved Employees** who are each expected to receive an average of **\$12.46** from the total Individual PAGA Payments of \$10,500.00. The **PAGA Pay Period value is \$1.75** based on the estimated **5,988 PAGA Pay Periods** during the PAGA Period. The actual amounts to Participating Class Members and Aggrieved Employees will vary based on each individual's duration of work during the Class Period or PAGA Period, respectively; thus, those who worked longer for Defendant during the relevant period will receive a benefit greater than the average estimated amount. Based on an estimated 25,000 Workweeks, **the average Workweek value is estimated to be \$8.66**. Assuming a Class Member worked one Workweek, the estimated lowest Individual Class Payment is \$8.66. There are approximately 276 Workweeks in the Class Period of December 23, 2020, through April 9, 2026. Assuming a Class Member worked for the entire duration of this period, the estimated highest Individual Class Payment is \$2,390.16 (\$8.66 Workweek value x 276 Workweeks). Assuming an Aggrieved Employee worked one PAGA Pay Period, the lowest Individual PAGA Payment is estimated to be \$1.75 (\$1.75 average PAGA Pay Period value x 1 PAGA Pay Period). There are approximately 60 pay periods in the PAGA Period of December 19, 2023, to April 9, 2026. Assuming an Aggrieved Employee worked for the entire duration of this period, the highest Aggrieved Employee Payment is estimated to be \$213.60 (\$1.75 average PAGA Pay Period value x 60 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

⁴ The Net Settlement Amount is at least \$420,000 less the following: \$7,500 for the Class Representative Service Payment, \$14,950 for the Administration Expenses Payment, \$30,000 for the PAGA Penalties payments to the LWDA and to Aggrieved Employees, \$126,000.00 for Class Counsel's attorneys' fees, and up to \$25,000.00 for Class Counsel's litigation costs. (Settlement Agreement, ¶¶ 1.27, 3.0-3.1.4.)

1 the Administrator has processed the Class Data and will be provided to the Court in a motion for
2 final approval.

3 44. The proposed settlement of \$420,000.00 therefore represents a substantial recovery
4 when compared to Plaintiff's reasonably forecasted recovery. When considering the risks of
5 litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary
6 to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement
7 amount of \$420,000.00 is within the "ballpark" of reasonableness, and preliminary settlement
8 approval is appropriate.

9 THE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE

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

22 46. At the same time, Plaintiff faced many risks in adding himself as the Class
23 Representative in this matter. Plaintiff faced actual risks with his future employment, as putting
24 himself on public record in an employment lawsuit could affect his likelihood for future
25 employment. For example, a search of Plaintiff's name will reveal this action, and as a result, many
26 employers may forego hiring Plaintiff in learning he sued a former employer.

27 47. In turn, Class Members now can participate in a settlement, reimbursing them for wage
28 violations they may have never known about or been willing to pursue on their own. If each Class

1 Member would have tried to pursue legal remedies on their own, that would have resulted in each
2 having to expend a significant amount of their own monetary resources and time, not to mention
3 limited judicial resources, which were obviated by Plaintiff putting himself on the line on behalf
4 of the Class.

5 48. Plaintiff worked for Defendant for approximately 164 weeks from the beginning date
6 of the Class Period to when he stopped working for Defendant (i.e., December 23, 2020 to February
7 2024) and for approximately 4 pay periods from the beginning date of the PAGA Period to when
8 he stopped working for Defendant (i.e., December 19, 2023 to February 2024). As a result, Plaintiff's
9 Individual Class Payment is estimated to be \$1,420.57 (\$8.66 Workweek value x 164 Workweeks),
10 and Plaintiff's Individual PAGA Payment is estimated to be \$7.01 (\$1.75 average PAGA Pay
11 Period value x 4 PAGA Pay Periods). Plaintiff will provide more accurate estimates to the Court
12 in Plaintiff's Motion for Final Approval.

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

19 MY EXPERIENCE AND QUALIFICATIONS

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

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

27 52. For the past decade, I have built my practice to have an emphasis on employment and
28 related civil litigation cases and have both prosecuted and defended employment-related litigation

1 cases. I have been heavily, successfully, and continuously involved in active litigation and trial
2 work, and have conducted bench and jury trials on behalf of both employees and employers in
3 wage and hour cases.

4 53. My current billing rate is \$950.00 per hour, which is my usual hourly rate in wage and
5 hour litigations. A \$950.00 per hour rate is reasonable considering my years of experience
6 practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate
7 (The Laffey Matrix, <http://www.laffeymatrix.com/see.html>, [last visited June 25, 2026].) The
8 Laffey Matrix is a “well-established objective source for rates that vary by experience” used by
9 the District of Columbia. (*In re HPL Technologies, Inc. Securities Litigation*, 366 F. Supp 2d 912,
10 921 (N.D. Cal. 2005).) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit**
11 **7**. California Courts have adjusted the Laffey Matrix rate upwards based on “locality pay
12 differentials” and the location of counsel’s office in California to determine whether counsel’s
13 rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate
14 based on an approximate difference of 9% between the locality pay differential of the District of
15 Columbia and San Francisco, California, where counsel’s office was located].) To determine the
16 locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay
17 differentials within the federal courts. (*Id.* at 921-22.) Using the same method here and based on
18 Class Counsel’s location in Los Angeles, California, the locality pay differential of the Los
19 Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-
20 Arlington area is 33.94%, which results in a difference of approximately 2.53%. (*Compare*
21 *Judiciary Salary Plan of Los Angeles-Long Beach, CA*, eff. January 12, 2026 *with* *Judiciary Salary*
22 *Plan of Washington-Baltimore-Arlington*, eff. January 12, 2026.) True and correct copies of the
23 Los Angeles-Long Beach and Washington-Baltimore-Arlington salary plans are attached hereto as
24 **Exhibit 8** and **Exhibit 9**, respectively. Based on my nearly 19 years of experience, my Laffey
25 Matrix rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x
26 \$1,019)). (*See* Ex. 7.) Accordingly, my current billing rate of \$950 per hour is reasonable.

27 54. I am experienced in prosecuting and defending employment matters, particularly
28 class and PAGA 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. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my \$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 & Yang, APC attorneys”); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden I Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).
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1 ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

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

13 57. Mr. Feghali’s current billing rate is \$900.00 per hour, which is his usual hourly rate in
14 wage and hour litigations. Based on Mr. Feghali’s nearly 12 years of experience, his Laffey Matrix
15 rate with a 2.53% adjustment is \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)).
16 (See Ex. 7.) As compared to the Laffey Matrix rate and when considering his experience, Mr.
17 Feghali’s billing rate of \$900.00 per hour is reasonable.

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

- 21 (a) In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et*
22 *al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which
23 resulted in a certification order on all causes of action following contested
24 briefing in a wage and hour class action.
- 25 (b) Mr. Feghali prepared the briefing in a contested class certification motion in
26 the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790),
27 which was argued and taken under submission by the Court on February 3,
28 2022.

- 1 (c) Mr. Feghali prepared the briefing in a contested class certification motion in
2 the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397), which is not
3 currently scheduled for hearing.
- 4 (d) Mr. Feghali was part of a team that prepared the briefing in a contested class
5 certification motion in the matter of *Thong, et al. v. Outlook Resources, Inc.,*
6 *et al.* (No. 19STCV44400), which was granted, in part, and denied, in part,
7 in October 2022.
- 8 (e) Mr. Feghali prepared the briefing which resulted in a remand order in the
9 matter of *Andrade v. Rehrig Pacific Corp.* (C.D. Cal. April 22, 2020) No. CV
10 20-1448 FMP (RAOx), 2020 WL 1934954, where Defendant removed a wage
11 and hour class alleging that Plaintiff's claims were pre-empted by the Labor
12 Management Relations Act.
- 13 (f) Mr. Feghali briefed, argued, and won the matter of *Lee, et al. v. The Christian*
14 *Herald, U.S.A., Inc.* (Cal. Ct. App. Dec. 12, 2017) No. B266853, 2017 WL
15 6333905, at *1. There, the Court of Appeal reversed a dismissal of an
16 individual defendant following the trial court's granting of a demurrer
17 without leave to amend relating to alter ego allegations.
- 18 (g) Mr. Feghali prepared the briefing which resulted in a remand order in the
19 matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 13, 2018) No.
20 2:17-cv-09056-RSWL-MRWx, 2018 WL 1352910. Defendants there
21 sought to remove the case based on the inclusion of a "sham defendant," but
22 the court agreed with Mr. Feghali's briefing which argued that the individual
23 defendant, who was alleged to have harassed the plaintiff under FEHA, was
24 a proper defendant.
- 25 (h) Mr. Feghali has been the lead counsel, or co-lead counsel, in individual cases
26 that settled for \$850,000.00, \$375,000.00, and \$250,000.00. In addition to
27 the foregoing, Mr. Feghali has resolved or assisted in the resolution of
28

approximately 100 cases which has resulted in millions of dollars of unpaid wages being returned to low-wage employees.

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

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

1 S.PHILLIP SONG’S EXPERIENCE AND QUALIFICATIONS

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

8 61. The focus of Mr. Song’s practice is currently on class actions, wage-and-hour law, and
9 employment law. Mr. Song has worked on numerous class action cases and representative actions
10 that have been granted final approval, including *Paez et al. v. C&R Restaurant Group, LP*, Kern
11 County Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health,*
12 *Inc.*, San Luis Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community*
13 *Playgrounds, Inc.*, Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States*
14 *Petroleum, Inc.*, Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v.*
15 *Wilmar Oils & Fats (Stockton), LLC*, San Joaquin County Superior Court, Case No. STK-CV-
16 UOE-2018-0012758; *Garcia v. Continental Intermodal Group LP dba CIG Logistics*, Kern County
17 Superior Court, Case No. BCV-19-102776; *Tourchette adv. Finelite, Inc.*, Alameda County
18 Superior Court, Case No. RG19022885; *Touch v. Presidio Components, Inc.*, Kern County
19 Superior Court, Case No. BCV-20-101005; *Johnston v. Environmental Logistics, Inc.*, Kern
20 County Superior Court, Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste*
21 *Minimization, Inc.*, Kern County Superior Court, Case No. BCV-19-102248-SDS; *Priess v. Fiore*
22 *Management LLC dba Canndescent*, Kern County Superior Court, Case No. BCV-20-100930;
23 *Alcantar v. Bay Equity LLC*, Marin County Superior Court, Case No. CIV1903376; *Spier v. Gibbs*
24 *International, Inc.*, Kern County Superior Court, Case No. BCV-19-101774-DRL; *Borghi v.*
25 *Goldco Direct LLC dba Goldco Precious Metals*, Ventura County Superior Court, Case No. 56-
26 2019-00533053-CU-OE-VTA; *Williams v. Aetna, Inc., et al.*, Alameda County Superior Court,
27 Case No. RG19004083; *Singh v. Ryzen*, Alameda County Superior Court, Case No. RG19039158;
28 *Hoshaw v. Sutherland Healthcare*, Los Angeles County Superior Court, Case No. 19STCV33165;

1 *Hart v. Zazzle, Inc.*, San Mateo County Superior, Court Case No. 20-CIV-01321; *Stacy v. Branded*
2 *Group, Inc.* Kern County Superior Court, Case No. BCV-21- 100443-BCB; *Angeles v. iKrusher,*
3 *Inc.*, Los Angeles County Superior Court, Case No. MSC20-01312, *Zuniga v. Central Valley*
4 *Concrete, Inc.*, Merced County Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power*
5 *Services Corp.*, Merced County Superior Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A*
6 *Distributors*, San Bernardino County Superior Court, Case No. CIVDS1938970; *Bandril v.*
7 *Plastikon Industries*, Alameda County Superior Court, Case No. RG19038227; *Williams v.*
8 *National Construction Rentals, Inc.*, Alameda County Superior Court, Case No. RG20075904; *Pho*
9 *v. Kruger Foods, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-
10 0002099; *Collins v. Mobile Medical Examination Services, LLC dba MEDXM*, Orange County
11 Superior Court, Case No. 30-2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC, et*
12 *al.*, San Bernardino County Superior Court, Case No. CIVDS1915438 (Consolidated with Case
13 No. CIVDS2023661); *Weber v. Sunrise Medical (US) LLC*, Merced County Superior Court, Case
14 No. 20CV-01461 (Consolidated with Case No. 20CV-01707); *Flores v. Rivermaid Trading*
15 *Company*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0008623; *Guzman*
16 *v. Bentley Mills, Inc.*, Los Angeles County Superior Court, Case No. 20PSCV00789; and *Ferrara*
17 *v. South Coast Winery, Inc.*, Riverside County Superior Court, Case No. CVRI2101920
18 (Consolidated with Case Nos. CVRI2102449 and MCC2001498).

19 62. Mr. Song is currently handling multiple class action and PAGA matters. Mr. Song's
20 current billing rate is \$775.00 per hour, which is his usual hourly rate in wage and hour litigations.
21 Based on Mr. Song's 14 years of experience, his Laffey Matrix rate with a 2.53% adjustment is
22 \$1,044.78 per hour (\$1,019 Laffey Matrix rate + (2.53% x \$1,019)). (See Ex. 7.) As compared to
23 the Laffey Matrix rate and when considering his experience, Mr. Song's billing rate of \$775.00 per
24 hour is reasonable.

25 STANLEY J. PARK'S EXPERIENCE AND QUALIFICATIONS

26 63. Stanley J. Park graduated from the University of California at Los Angeles in 2008 with
27 a Bachelor of Arts in English. Mr. Park attended Southwestern Law School and graduated in 2017.
28 Mr. Park was admitted to the California State Bar as an attorney in January 2021.

64. Mr. Park began practicing Plaintiff-side wage and hour class and representative actions in April 2023 and joined Moon Law Group, PC in January 2024. Mr. Park 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: *Wyatt-Williams v. Exceptional Children's Foundation*, Los Angeles County Superior Court Case No. 22STCV34952; *Stanley v. Orchard Post Acute*, Fresno County Superior Court Case No. 23CECG01075; *Hearell v. D.G. Smith Enterprises, Inc.*, Sacramento County Case No. 34-2021-00306690; *Quintero v. Kan Can USA, Inc.*, Los Angeles County Case No. 23STCV06932; *Trejo v. Lencioni Farm Services, Inc.*, Kern County Superior Court Case No. BCV-21-101136; *Bejgi v. PK Management, LLC*, Sacramento County Case No. 23CV013953; *Chavez v. RBA Builders, Inc.*, Orange County Superior Court Case No. 30-2022-01259829-CU-OE-CXC; *Garcia v. Richard Lopez Construction, Inc.*, Riverside County Superior Court Case No. CVRI2301590; *Vazquez v. TSC Auto ID Technology America, Inc.*, Orange County Superior Court Case No. 30-2023-01316485-CU-OE-CXC; *Villasenor v. J.P. Lamborn Co.*, Fresno County Superior Court Case No. 22CECG02065; *Garcia v. United Payment Center, Inc.*, Los Angeles County Superior Court Case No. 23STCV13141; *Rocha v. Peahi Bay, LLC*, Stanislaus County Superior Court Case No. CV-24-001444; *Fernandez v. DigitalPro, Inc.*, San Diego County Superior Court Case No. 37-2023-00055446-CU-OE-CTL; *Robinson v. Behavioral Learning Network, LLC*, Los Angeles County Superior Court Case No. 23STCV31856; *Ruiz v. Bright Sky Home Health Care*, San Bernardino County Case No. CIVSB2217911.

65. Mr. Park's current billing rate is \$625.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Park's 8 years of experience, his Laffey Matrix rate with a 2.53% adjustment is \$924.82 per hour (\$902 Laffey Matrix rate + (2.53% x \$902)). (See Ex. 7.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Park's billing rate of \$625.00 per hour is reasonable.

PLAINTIFF'S COUNSEL'S EXPERIENCE AND QUALIFICATIONS

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

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

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

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

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

24 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

25 70. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up
26 to 30% of the Gross Settlement Amount, plus actual costs and expenses not to exceed \$25,000.00.
27 (Settlement, ¶ 3.1.2.) The proposed award of attorneys' fees to Class Counsel in this case can be
28 justified under either the lodestar or percentage/common fund recovery method. Plaintiff's

1 Counsel, however, intend to base the proposed award of fees on the percentage method as many of
2 the entries in the time records will have to be redacted to preserve attorney-client and attorney
3 work product privileges.

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

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

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

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

27 75. As of the drafting of this motion, my office has incurred \$24,590.27 in expenses
28 litigating this action, and we anticipate accruing additional costs up to Final Approval of the

1 Settlement. These expenses were reasonably necessary to the litigation and were actually incurred
2 by my office. They should be reimbursed in full, up to the maximum amount allowed in the
3 Settlement Agreement.

4 76. My office invested significant time and resources into the case, with payment
5 deferred to the end of the case, and then, of course, contingent on the outcome. My office's efforts
6 included, without limitation, the following:

- 7 (a) Numerous interviews with the Plaintiff and review of documents provided
8 by him;
- 9 (b) Legal research and investigation regarding the Defendant's practices at
10 numerous points in the litigation;
- 11 (c) Preparation of multiple drafts of the original class action complaint, the first
12 amended complaint, and the second amended complaint, finalization and
13 filing of the complaints;
- 14 (d) Extensive "meet and confer" correspondence and discussions with
15 Defendant's counsel to obtain relevant documents and information through
16 informal discovery;
- 17 (e) Contacting witnesses;
- 18 (f) Analysis of the audit results and preparation of a damages model with the
19 aid of a statistics expert;
- 20 (g) Research and preparation of Plaintiff's mediation brief;
- 21 (h) Attendance at mediation;
- 22 (i) Drafting, negotiating, and reviewing multiple drafts of the Settlement
23 Agreement and attachments;
- 24 (j) Drafting and managing pleadings issues to streamline the approval process;
25 and
- 26 (k) Preparation of the motion for preliminary approval.

27 77. Through the efforts of my office and Plaintiff in this case, a fair and reasonable
28 resolution has been reached that includes a settlement payment by Defendant of \$420,000.00 to

1 compensate settlement Class Members for Defendant's wage and hour practices. I am informed
2 and believe that, without the efforts of my office, the Labor Code and Wage Order violations
3 alleged in the Complaint would have gone completely unremedied.

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

6 Executed on June 29, 2026, at Los Angeles, California.

7
8
9 _____
Kane Moon

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
Angeles, California 90017. On **June 29, 2026**, I served the foregoing document described as:

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

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

8 Attorneys for Defendant

9
10 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the
11 parties to accept electronic service, I caused the documents to be sent to the persons at
the electronic service addresses listed above via third-party cloud service **CASE**
12 **ANYWHERE.** I did not receive an error message.

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

14 Executed this, **June 29, 2026** at Los Angeles, California.

15
16 Ivette Hernandez
Type or Print Name

16 /s/ Ivette Hernandez
Signature