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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JEANNETTE BEAUDELAIRE, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

DIRECTORS GUILD OF AMERICA, INC.; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV33849

CLASS AND REPRESENTATIVE ACTION

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

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

PRELIMINARY APPROVAL HEARING:
Date: April 13, 2027
Time: 10:00 a.m.
Dept.: 7
Judge: Hon. Samantha Jessner

Complaint Filed: December 23, 2024
FAC Filed: February 25, 2025
SAC Filed: February 28, 2025
Trial Date: Not set

DECLARATION OF KANE MOON

I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Jeannette Beaudelaire ("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 persons who worked for Defendant Directors Guild of America, Inc. ("Defendant") in California as an hourly, non-exempt employee at any time during the Class Period, as set forth in the 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 a labor organization that represents directors and members of the directorial team working in film, television, and other media, with its principal place of business in Los Angeles, California. Plaintiff worked for Defendant from approximately April 2022 to January 2024, and was classified as a non-exempt, hourly-paid employee throughout her employment. Plaintiff contends that she and other non-exempt, hourly-paid employees were subjected to the same unlawful labor practices, including the failure to pay wages for all hours worked.

4. Plaintiff's claim for unpaid minimum and overtime wages stems from allegations that Defendant failed to compensate Plaintiff and other employees for off-the-clock work. Plaintiff further alleges that Defendant failed to incorporate all non-discretionary bonuses and other remuneration into the regular rate of pay for purposes of calculating overtime, meal premium, and sick pay. Plaintiff's meal and rest period claims are based on allegations that Class Members were sometimes required to work in excess of five consecutive hours without a compliant, duty-free 30-minute meal period and in excess of four consecutive hours without an authorized and permitted 10-minute rest period, and that Class

Members frequently worked through rest breaks due to their workload without payment of premium wages. Plaintiff further brings a claim for unreimbursed necessary business expenses based on allegations that Class Members were required to use their personal cellular telephones for work and to purchase office supplies without reimbursement. Finally, Plaintiff brings derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA.

5. Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff filed a Class Action Complaint on December 23, 2024, in the Superior Court of the State of California, County of Los Angeles, Case No. 24STCV33849, which alleged that Defendant systematically: (1) failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to indemnify necessary business expenses; (6) failed to timely pay final wages at termination; (7) failed to provide accurate itemized wage statements; and (8) engaged in unfair business practices.

6. Pursuant to PAGA, on December 19, 2024, Plaintiff gave written notice by online submission to the California Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code violations, with certified mail service on Defendant, and paid the required filing fee. Plaintiff's PAGA matter was assigned LWDA case number LWDA-CM-1068451-24. A true and correct copy of Plaintiff's PAGA Notice is attached hereto as **Exhibit 2**. On February 25, 2025, Plaintiff timely filed a First Amended Class and Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA, filed as a matter of right pursuant to Labor Code section 2699.3, subdivision (a)(2)(C). On February 28, 2025, Plaintiff filed the operative Second Amended Class and Representative Action Complaint to correct the misspelling of Plaintiff's last name (the "Operative Complaint").

7. More than sixty-five days elapsed after Plaintiff provided her PAGA notice, and the LWDA did not indicate its intent to investigate the alleged violations. Plaintiff thereby exhausted her administrative remedies under Labor Code section 2699.3. In compliance with Labor Code section 2699, Plaintiff subsequently submitted to the LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned case number. To date, the LWDA has not indicated its intent to investigate the alleged violations or to intervene in this Action.

8. Defendant denies the allegations in the Operative Complaint in their entirety, denies any failure to comply with any laws, denies any and all liability for the causes of action alleged, and further denies that this is a proper case for class certification. Among other things, Defendant contends that it compensated Class Members and Aggrieved Employees for all hours worked, that any additional payments were discretionary bonuses that it was not required to incorporate into the regular rate of pay, that it complied with all of its meal and rest period obligations, that it complied with all of its reimbursement obligations, that any failure to pay all final wages at the time of separation was not willful, and that to the extent any wage statements were inaccurate, employees suffered no actual injury. Defendant also maintains that the claims are improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that could bar class certification or significantly reduce Defendant's overall liability.

DISCOVERY AND INVESTIGATION

9. The Parties agreed to mediate this action with Lynn Frank, Esq., an experienced class and PAGA action mediator. In preparation for mediation, the Parties agreed to a protocol for an informal production of documents and information. Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the claims asserted in this action, including Defendant's time records and payroll data, as well as documents reflecting Defendant's meal and rest break and other wage-and-hour policies.

10. In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample time and pay records and the documents regarding Defendant's wage-and-hour policies. Plaintiff's Counsel obtained the assistance of a data consulting firm, Berger Consulting Group, to analyze the sample records and prepare a damages analysis prior to mediation. Plaintiff's expert reviewed a statistically reliable sample of time and pay records covering 43 employees (approximately 23.86% of the putative Class) and 10,063 shifts worked, which were extrapolated across the Class and allowed Plaintiff's expert to prepare an analysis with a reasonable degree of certainty. In conjunction with their factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly,

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

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

SETTLEMENT NEGOTIATIONS AND NOTICE TO THE LWDA

12. On January 27, 2026, the Parties participated in a private mediation with Lynn Frank, Esq., an experienced wage-and-hour mediator. The negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate its position through trial and appeal if a settlement had not been reached. After a full discussion regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, and with the assistance of the mediator, the Parties reached a resolution, the material terms of which are set out in the Settlement.

13. In compliance with Labor Code section 2699, notice of settlement and a copy of the proposed Settlement was submitted to the LWDA. A true and correct copy of the LWDA's confirmation of receipt is attached hereto as **Exhibit 3**. To date, the LWDA has not indicated any objection to the Settlement.

KEY TERMS OF SETTLEMENT

14. GSA and Funding: The Gross Settlement Amount ("GSA") is $223,280.00, subject to

potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶¶ 1.20, 3.0.) Defendant will separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments, in addition to the GSA. (*Id.* at ¶ 3.3.) Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to pay its share of payroll taxes by transmitting the funds to the Administrator within fifteen (15) calendar days of the Effective Date. (*Id.* at ¶ 4.0.) Class Members will not need to submit any claim form as a condition of receiving individual settlement payments. (*Id.* at ¶ 3.0.)

15. Escalator Clause: Defendant represents that there are no more than 13,819 total Workweeks worked during the Class Period. (*Id.* at 7.0.) If the number of Workweeks in the Class Period exceeds that figure by more than 10% (i.e., exceeds 15,201 Workweeks), then the Gross Settlement Amount shall increase by the percentage that the actual number of Workweeks exceeds 15,201, or, at Defendant's option, Defendant may elect to limit the Class Period to the point at which the number of Workweeks reaches 15,201. (*Id.*) Defendant shall inform Plaintiff and Plaintiff's Counsel of its election before the hearing on Preliminary Approval. (*Id.*)

16. Class Representative Service Payment: Plaintiff has agreed to forego any enhancement or service payment as the named Plaintiff in the Action. (*Id.* at ¶ 3.1.2.) Separately and apart from the Gross Settlement Amount, Plaintiff has agreed to resolve her individual claims for an amount up to $30,000.00 pursuant to a separate settlement agreement, which is not subject to Court approval. (*Id.* at ¶ 3.2.)

17. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment: The Settlement permits a fee application of not more than thirty-three percent (33%) of the GSA (currently estimated to be $73,682.40) for reasonable attorneys' fees, plus reimbursement for actual litigation expenses not to exceed $22,000.00, payable to Class Counsel from the GSA. (*Id.* at ¶¶ 1.6, 3.1.1.) In the event the amounts finally approved are less, the difference will be allocated to the Net Settlement Amount. (*Id.*) To date, my firm has incurred $19,159.10 in actual litigation costs, and a true and correct copy of a report showing current costs is attached hereto as **Exhibit 4**.

18. Administration Costs Payment: The Settlement provides an Administration Expenses Payment to the Administrator, payable from the GSA, in an amount not to exceed $7,500.00, 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 retained in 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 quote for $7,250.00 is attached hereto as **Exhibit 5**.

19. Aggrieved Employees: "Aggrieved Employee" is defined as a person who worked for Defendant in California as an hourly, non-exempt employee at any time during the PAGA Period. (*Id.* at ¶ 1.3.) The "PAGA Period" is December 19, 2023, through March 31, 2024. (*Id.* at ¶ 1.32.)

20. PAGA Penalties; Individual PAGA Payments: The Settlement allocates $20,000.00 from the GSA for PAGA civil penalties, which will be distributed 65% ($13,000.00) to the LWDA and 35% ($7,000.00) to Aggrieved Employees pursuant to PAGA. (*Id.* at ¶¶ 1.31, 3.1.5.) The Administrator will calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employees' 35% share of PAGA Penalties ($7,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. (*Id.* at ¶ 3.1.5.1.) Based on an estimated 93 Aggrieved Employees, the estimated average Individual PAGA Payment is $75.27 ($7,000.00 / 93 Aggrieved Employees).

21. Net Settlement Amount: The Administrator will deduct the following Court-approved payments from the Gross Settlement Amount: the Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. (*Id.* at ¶¶ 1.26, 3.1.) The remaining Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments. (*Id.* at ¶ 1.26.) Accordingly, the Net Settlement Amount will be *no less than* $100,097.60.[1]

22. Class Members/Period: The Class is defined as all persons who worked for Defendant in California as an hourly, non-exempt employee at any time during the Class Period. (*Id.* at ¶ 1.4.) For

[1] The Net Settlement Amount was calculated by deducting the following amounts from the Gross Settlement Amount: $73,683.40 for the Class Counsel Fees Payment, $22,000 for the Class Counsel Litigation Expenses Payment, $7,500 for the Administration Expenses Payment, and $20,000.00 for PAGA Penalties.

purposes of Settlement, the "Class Period" is December 23, 2020, through March 31, 2024. (*Id.* at ¶ 1.12.)

23. Individual Class Payments: An Individual Class Payment is a Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. (*Id.* at ¶¶ 1.21, 3.1.4.) The Administrator will calculate each Individual Class Payment by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by each Participating Class Member's Workweeks. (*Id.* at ¶ 3.1.4.) Based on an estimated 176 Class Members, the average Individual Class Payment is estimated to be $568.74 ($100,097.60 Net Settlement Amount / 176 Class Members).

24. Tax Allocations: Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"), subject to tax withholding and reported on an IRS W-2 Form. (*Id.* at ¶ 3.1.4.1.) Eighty percent (80%) of each Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion") and reported on an IRS 1099 Form. (*Id.*) Individual PAGA Payments will be reported on IRS 1099 Forms. (*Id.* at ¶ 3.1.5.2.)

25. Disbursement and Uncashed Funds: Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment. (*Id.* at ¶ 4.1.) The face of each check shall prominently state the date (180 days after the date of mailing) on which the check will be voided. (*Id.* at ¶ 4.1.1.) Funds from any checks that remain uncashed and cancelled after the void date shall be distributed to the Greg E. Knoll Justice Gap Fund, the cy pres recipient selected by the Parties and approved by the Court, in accordance with the requirements of California Code of Civil Procedure section 384. (*Id.* at ¶ 4.1.3.)

26. Released Class Claims: All Participating Class Members release the Released Parties from any and all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in

the Operative Complaint arising during the Class Period, including claims for failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, violation of California Business and Professions Code sections 17200, *et seq.*, and statutory waiting time penalties based on the foregoing ("Released Class Claims"). (*Id.* at ¶ 5.0.)

27. Released PAGA Claims: All Aggrieved Employees release the Released Parties from any and all claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged, or reasonably could have been alleged, based on the facts alleged in the Operative Complaint or Plaintiff's PAGA Notice, arising during the PAGA Period ("Released PAGA Claims"). (*Id.* at ¶ 5.1.)

28. Plaintiff's General Release and Waiver of Rights Under California Civil Code Section 1542: Pursuant to the separate individual settlement agreement, Plaintiff has agreed to a general release of all claims arising out of and relating to her employment with Defendant, except for workers' compensation claims, including all known and unknown claims pursuant to an express waiver of California Civil Code section 1542. (*Id.* at ¶ 3.2.)

29. Effective Date of Claims Releases: The releases become effective on the date Defendant fully funds the entire Gross Settlement Amount and separately pays all employer payroll taxes owed on the Wage Portion of the Individual Class Payments. (*Id.* at ¶ 5.0.)

30. Released Parties: "Released Parties" means Defendant Directors Guild of America, Inc., and each of its past, present, and future subsidiaries, parents, affiliated and related entities, divisions, successors, predecessors, and assigns, and each of its past, present, and future owners, officers, directors, shareholders, board members, agents, members, insurers, employees, advisors, accountants, attorneys, and representatives in their capacity as such. (*Id.* at 1. ¶ 39.)

31. Class Notice: Using best efforts, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States mail, the Class Notice substantially in the form attached to the Settlement as Exhibit A, in English and Spanish. (*Id.* at ¶¶ 1.11, 6.3.) Defendant will provide the Class Data to the

Administrator within sixty (60) calendar days after Preliminary Approval. (*Id.* at ¶ 6.1.) The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate those amounts. (*Id.* at ¶ 6.3.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

31. Plaintiff's Counsel have conducted a thorough investigation into the facts of this case. As noted above, the Settlement was reached through arm's-length negotiations, private mediation, and with the assistance of a data consulting firm. Based on Defendant's informal production, on Plaintiff's Counsel's independent investigation and evaluation, and on their experience in wage-and-hour litigation, Plaintiff's Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate. Considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses Defendant may assert both to certification and on the merits, the Settlement is in the best interest of the Class and the LWDA.

32. Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by Defendant, on the analysis of the sample records prepared in connection with mediation, and on information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on the data analyzed in preparation for mediation, it is estimated that there were approximately 176 non-exempt employees who collectively worked approximately 13,819 Workweeks, approximately 93 Aggrieved Employees who collectively worked approximately 275 PAGA Pay Periods, and approximately 60 former employees within the three-year statute of limitations ("SOL") period for waiting time penalties, that Class Members' average hourly rate was $24.13, and that the average regular rate was $24.15. Accordingly, we calculated Defendant's realistic potential exposure as follows:

Claim	Relevant Time Period / Basis	Rate	Number of Violations	Realistic Amount
Unpaid Wages (Off-the-Clock)	13,819 Workweeks	$24.13 average hourly rate	7,663 unpaid hours (assumes 5 minutes per shift) (29.6% overtime)	**$21,227.46*** **

Unpaid Wages (Regular Rate)	13,819 Workweeks	$24.15 average regular rate	Based on expert analysis of records	**$446.00****
Meal Period Violations	13,819 Workweeks	$24.13 average hourly rate	7,886 unique meal break violations (9.3% violation rate)	**$95,144.59***
Rest Period Violations	13,819 Workweeks	$24.13 average hourly rate	45,296 unique rest break violations (assumes 50% violation rate for shifts of at least 3.5 hours)	**$109,299.25*****
Unreimbursed Business Expenses	13,819 Workweeks	$40.00 per month	Based on expert analysis of records	**$13,819.00*****
Labor Code § 203 (Waiting Time)	Based on approx. 60 terminated employees within the 3-year SOL	$24.13 average hourly rate / 30-day max.	Assumes 7.5 hours per day	**$16,287.75******
Labor Code § 226 (Wage Statements)	Based on approx. 93 employees within the 1-year SOL	$50 per initial pay period / $100 per subsequent pay period / $4,000 employee max.	Based on 275 pay periods	**$1,142.50******
PAGA Penalties	Based on 275 PAGA Pay Periods	$100 per pay period	Based on 275 PAGA Pay Periods	**$1,375.00******
Realistic Total				**$258,741.55**

* These figures are discounted based on a 50% probability of prevailing at class certification and on the merits.
** These figures are discounted based on a 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.[2]

[2] 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.

33. Plaintiff's unpaid wages claim is based, in part, on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock work. Plaintiff alleges that Class Members performed uncompensated work, including waiting for a computer to become available in order to clock in, working through interrupted meal periods, and, toward the end of Plaintiff's employment, performing work after clocking out, such as placing royalty checks into envelopes. For purposes of mediation, Plaintiff's Counsel estimated that Class Members spent an average of 5 minutes off the clock per shift, resulting in approximately 7,663 unpaid hours, 29.6% of which should have been paid at the overtime rate, for a maximum potential exposure of $212,275.00 Defendant contends that all time worked was compensated, that any such time was *de minimis*, that employees were not permitted to work off the clock, and that this claim is highly individualized and not susceptible to class-wide treatment. I also acknowledge that off-the-clock claims are difficult to try on a class-wide basis because there is often no apparatus or record to prove the claim. In light of these defenses, and for purposes of settlement, I applied a discount of 90% to the maximum exposure, arriving at a realistic recovery estimate of $21,227.46 for this claim.

34. Plaintiff's unpaid wages claim is also based on allegations that Defendant failed to incorporate all non-discretionary bonuses and other remuneration into the regular rate of pay for purposes of calculating overtime, meal premiums, and sick pay. Plaintiff's analysis identified a limited number of additional remunerations that were not factored into the regular rate, resulting in a maximum exposure of $1,784.00. Defendant argues that any bonuses were discretionary and therefore need not be incorporated into the regular rate, and that any exposure is nominal. In light of these defenses, and for purposes of settlement, I applied a discount of 75% to the maximum exposure, arriving at a realistic recovery estimate of $446.00 for the regular rate claim.

35. Plaintiff's meal period claim is based on allegations that Class Members were sometimes required to work in excess of five consecutive hours without a compliant, duty-free 30-minute meal period, and that many meal periods were taken after the end of the fifth hour of work, without payment of premium wages. Plaintiff's analysis identified 7,886 unique meal break violations, a 9.3% violation rate, for a maximum exposure of $190,289.00. Defendant contends that many compliant meal periods

were taken and, where a violation appears, it was the result of a Class Member voluntarily foregoing a meal period, taking it after the fifth hour, or ending it early, and that the claim is individualized and improper for class treatment. In light of these defenses, and for purposes of settlement, I applied a discount of 50% to the maximum exposure, arriving at a realistic recovery estimate of $95,144.59 for the meal period claim.

36. Plaintiff's rest break claim is based on allegations that Class Members were regularly required to work in excess of four consecutive hours, or a major fraction thereof, without an authorized and permitted 10-minute rest period, and that Class Members frequently worked through rest breaks due to their workload without payment of premium wages. In preparation for mediation, Plaintiff's Counsel assumed a 50% violation rate for shifts at least 3.5 hours in length, resulting in 45,296 unique rest break violations and a maximum potential exposure of $1,092,992.00. Defendant contends that rest periods are not required to be recorded, that Class Members voluntarily chose to forego some rest breaks, and that the claim is individualized in nature and improper for class treatment. In light of these defenses, and for purposes of settlement, I applied a discount of 90% to the maximum exposure, arriving at a realistic recovery estimate of $109,299.25 for the rest break claim.

37. Plaintiff's unreimbursed business expenses claim is based on allegations that Defendant did not reimburse Class Members for expenses incurred in direct consequence of the discharge of their duties, including the use of personal cellular telephones for work and the purchase of office supplies such as tabs, highlighters, pens, and pencils. In preparation for mediation, Plaintiff's Counsel assumed approximately $40.00 per month per employee, resulting in a maximum potential exposure of $138,190.00. Defendant contends that it complied with its reimbursement obligations and that the claim is individualized and would be difficult to certify. In light of these defenses, and for purposes of settlement, I applied a discount of 90% to the maximum exposure, arriving at a realistic recovery estimate of $13,819.00 for the unreimbursed business expenses claim.

38. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimated Defendant's maximum potential exposure, prior to risk adjustment, as follows: $325,755.00 for waiting time penalties for approximately 60 terminated employees within the three-year SOL

(assuming 30 days of penalties per employee at 7.5 hours per day); $22,850.00 for inaccurate wage statement penalties based on approximately 93 employees and 275 pay periods within the one-year SOL; and $27,500.00 for PAGA penalties based on 275 PAGA Pay Periods and a $100 penalty per pay period. However, I believe it would be unrealistic to expect the Court to award the full exposure amount given the discretionary nature of awarding penalties and given Defendant's defenses, including that any failure to pay all final wages at the time of separation was not willful and that, to the extent any wage statements were inaccurate, employees suffered no actual injury. Awarding a disproportionate amount in penalties relative to the underlying wage claims would also raise Due Process concerns. Weighing these factors, I applied a discount of 95% to each penalty, arriving at a realistic recovery estimate of $18,805.25 for statutory and civil penalties.

39. Using these estimated figures, Plaintiff's Counsel calculated Defendant's total maximum exposure to be $2,011,635.000. The total realistic (risk-adjusted) recovery for all claims, including penalties, is $258,741.66, and the $223,280.00 Gross Settlement Amount represents approximately 86% of that realistic recovery. This is an excellent result for the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being able to recover anything.

40. With regard to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. (Lab. Code 2698, *et seq.*) As a result of this litigation, Defendant has had to retain legal counsel, engage in informal class-wide discovery, and participate in mediation. Defendant will also pay civil penalties to the LWDA under the Settlement, assuming final settlement approval is granted. (Settlement, ¶ 3.1.5.) Of the Gross Settlement Amount, $20,000.00 is allocated toward the PAGA claims and will be distributed 65% ($13,000.00) to the LWDA and 35% ($7,000.00) to Aggrieved Employees, and the release of the Released PAGA Claims is limited to claims for civil penalties, and related attorneys' fees and costs, under PAGA. Moreover, because the issues here are fairly contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits, given the largely discretionary nature of

awarding PAGA penalties and the court's authority to reduce penalties where an award would otherwise be unjust, arbitrary and oppressive, or confiscatory.

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

42. The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's claims. The individualized and testimony-intensive nature of several claims, including the rest period and unreimbursed expense claims, could bar manageability of the representative claims or otherwise significantly reduce any recovery. Even assuming employees would be willing to participate, obtaining declarations could reveal that each individual employee had a different experience.

43. Furthermore, even if Plaintiff were able to pursue her claims on a class-wide basis and obtain certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class. Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis, they have not completed extensive formal discovery. As a result, the Parties would incur considerably more attorneys' fees and costs through trial. In sum, this Settlement avoids the risks, burdens, and accompanying expense of further litigation, and the Settlement amount is within the range of reasonableness such that preliminary approval is appropriate.

APPOINTMENT OF PLAINTIFF AS CLASS REPRESENTATIVE

44. Throughout this litigation, Plaintiff, who was a former employee of Defendant, cooperated with my office and took actions to protect the interests of the Class. Plaintiff provided valuable information regarding her hours worked and the duties performed during those hours, provided information regarding meal and rest periods taken and missed, participated in decisions concerning this action, assisted in preparation for the mediation, and provided information and documents relating to her employment. The information and documentation provided by Plaintiff were instrumental in establishing

the wage-and-hour violations alleged in this action, and the recovery provided for in the Settlement would have been difficult to obtain without her participation. Notably, Plaintiff has agreed to forego any enhancement or service payment from the Gross Settlement Amount, which inures to the benefit of the Participating Class Members.

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

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

47. This class action would not have been possible without the aid of Plaintiff, who put her own time and effort into this litigation and placed herself at risk for the sake of the Class. Accordingly, Plaintiff respectfully requests the Court appoint Plaintiff as Class Representative.

MY EXPERIENCE AND QUALIFICATIONS

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

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

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

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

adjustment is $971.98 per hour ($948 Laffey Matrix rate + (2.53% x $948)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

49. I am experienced in prosecuting and defending employment matters, particularly 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 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc*. (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size

approx. 515; lead counsel); *Vargas v. AMS Paving, Inc*. (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

ALLEN FEGHALI'S EXPERIENCE AND QUALIFICATIONS

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

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

51. Mr. Feghali's current billing rate is $900.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Feghali's 12 years of experience, his Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Feghali's billing rate of $900.00 per hour is reasonable.

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

a. In March 2021, Mr. Feghali prepared the briefing in the matter of *Rivera, et al. v. Clearpath Federal Credit Union* (LASC No. 19STCV33504), which resulted in a certification order on all causes of action following contested briefing in a wage and hour class action.

b. Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Dawson, et al. v. GoHealth, LLC, et al.* (No. CGC-19-577790), which was granted in part.

c. Mr. Feghali prepared the briefing in a contested class certification motion in the matter of *Brown v. NTI-CA, Inc., et al.* (No. 21STCV04397).

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

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

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

g. Mr. Feghali prepared the briefing which resulted in a remand order in the matter of *Sotelo v. Belfor USA Group, Inc.* (C.D. Cal. Mar. 13, 2018) No. 2:17–cv–09056–RSWL–MRWx, 2018 WL 1352910. Defendants there sought to remove the case based on the inclusion of a "sham defendant," but the court agreed with Mr. Feghali's briefing which argued that the individual defendant, who was alleged to have harassed the plaintiff under FEHA, was a proper defendant.

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

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

53. Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage and hour class and PAGA representative actions. His fee has been approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over 100 wage and hour class actions, including obtaining preliminary and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal*. (No. 20STCV09876) ($5,000,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) ($2,250,000); *Duncan v. Infineon Technologies Americas Corp*. (No. 21STCV16872) ($2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) ($2,300,000); *Martinez, et al. v. Curative LLC* (No. 21STCV20778) ($1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) ($1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) ($1,800,000); *Fuentes v. Covid Clinic, Inc*. (No. CIVSB2106806) ($1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc*. (No. 3:20-cv-03047) ($3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) ($1,100,000); *Hammers v. Redwood Oil Co., Inc*. (No. SCV-269625) ($1,180,000); *Cuadras v. R.C. Wendt Painting, Inc*. (No. BC705964) ($1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282) ($1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) ($1,200,000); *Garcia v. Tri-Valley Plastering, Inc*. (No. 22CECG00591) ($1,250,000); *Garcia v. Tapia Enter., Inc*. ($2,137,651 for 507 class members); *Cha v. Center Point, Inc*. (No. CIV2102081) ($1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P*. (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) ($750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) ($1,250,000).

S. PHILLIP SONG'S EXPERIENCE AND QUALIFICATIONS

51. S. Phillip Song is a Senior Attorney at my office. He received his undergraduate degree in 2006 from the University of Houston, graduating cum laude with a Communications B.A. and

minor in Accounting. Mr. Song earned his Juris Doctor degree in 2011 from the University of Houston Law Center. Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is presently admitted to practice in all state courts of California (admitted in 2019), and before all federal district courts in California.

52. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and employment law. Mr. Song has worked on numerous class action cases and representative actions that have been granted final approval, including *Paez et al. v. C&R Restaurant Group*, LP, Kern County Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc*., San Luis Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc*., Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc*., Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v. Wilmar Oils & Fats (Stockton)*, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0012758; G*arcia 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); F*lores 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).

53. 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 14 years of experience, his Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). (*See* Ex. 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 SIMPSON'S EXPERIENCE AND QUALIFICATIONS

54. 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 of 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; *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.

55. Mr. Simpson's current billing rate is $600.00 per hour. Based on Mr. Simpson's 5 years of experience, his Laffey Matrix rate with a 2.53% adjustment is $640.81 per hour ($625 Laffey Matrix rate + (2.53% x $625)). (*See* Ex. 9.) As compared to the Laffey Matrix rate and when considering his experience, Mr. Simpson's billing rate of $600.00 per hour is reasonable.

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

52. As demonstrated by the foregoing, my office is qualified to handle this litigation because we are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage-and-hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval. Moon Law Group, PC is comprised of approximately 35 attorneys, all of whom are actively and continuously practicing employment litigation, representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts.

53. Moon Law Group, PC has been engaged in the practice of employment and labor law for over a decade, and presently focuses exclusively on plaintiffs' employment law. The firm and its lawyers have tried both bench and jury trials relating to employment matters and have successfully settled hundreds of cases during that time, including wage-and-hour class and/or PAGA actions. The foregoing experience is helpful in assessing the reasonableness of settlements such as the one at issue here, and

from this experience we concluded that this litigation could not have been settled on better terms than provided under the Settlement.

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

55. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to 33% of the Gross Settlement Amount (currently estimated to be $73,682.40), plus reimbursement for actual litigation costs not to exceed $22,000.00. (Settlement, ¶¶ 1.6, 3.1.1.) 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 would have to be redacted to preserve attorney-client and attorney work product privileges.

56. 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 contingent on the outcome. 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 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.

57. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Moon Law Group, PC represents virtually all of its employment law clients on a contingency fee basis, including Plaintiff in this matter. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. The risk to my office has been very

significant, particularly if we would not be successful in pursuing this class action, in which event we would have been left with no compensation for all the time taken in litigating this case.

58. As of the drafting of this motion, my office has incurred $19,159.10 in expenses litigating this action, and we anticipate accruing additional costs up to final approval. These expenses were reasonably necessary to the litigation and were actually incurred by my office. Because total litigation costs are anticipated to be below the maximum amount allowed under the Settlement, the difference will be allocated to the Net Settlement Amount. Therefore, our costs should be reimbursed in full.

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

a. numerous interviews with Plaintiff and review of documents provided by her;
b. legal research and investigation regarding Defendant's business and employment practices;
c. preparation and submission of Plaintiff's PAGA notice;
d. preparation, finalization, and filing of the original class action complaint and subsequent amended complaints;
e. extensive meet-and-confer correspondence with Defense Counsel to obtain relevant documents and information through informal discovery;
f. research and preparation of Plaintiff's mediation brief;
g. analysis of the discovery production and preparation of a damages model with the aid of a data consulting firm;
h. attendance and active participation at mediation;
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 attendance at the final approval hearing and monitoring of the distribution of funds following final approval;

o. and anticipated responding to Class Member inquiries and communicating with Plaintiff regarding the case.

60. Through the efforts of my office and Plaintiff in this case, a fair and reasonable resolution has been reached that includes a gross, non-reversionary payment by Defendant of $223,280.00 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 _____, 2026, at Los Angeles, California.

_____
Kane Moon