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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

ZACHARY CLAYTON, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

WABASH NATIONAL CORPORATION; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CVRI2407382

CLASS AND REPRESENTATIVE ACTION

[*Assigned for all purposes to Hon. Harold W. Hopp, Dept. 1*]

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

[Filed with Plaintiffs' Notice of Motion and Memorandum of Points and Authorities, the Declaration of Plaintiff Clayton, the Declaration of Plaintiff Ordaz, the Declaration of Paul K. Haines, the Declaration of Sean Hartranft, the Declaration of Nathan W. Austin, the Declaration of Sarah Reynoso, and [Proposed] Preliminary Approval Order]

PRELIMINARY APPROVAL HEARING:
Date: April 20, 2026
Time: 8:30 a.m.
Dept.: 1
Judge: Harold W. Hopp

Action filed: December 9, 2024
Trial date: Not set

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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 Zachary Clayton ("Plaintiff Clayton") 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 PAGA representative action. Plaintiff Clayton and Plaintiff Ricardo Ruiz Ordaz ("Plaintiff Ordaz") (together, "Plaintiffs") seek to represent a class of all current and former hourly-paid employees of Defendant Wabash National Corporation ("Defendant") (together with Plaintiffs, the "Parties") who worked for Defendant in California at any time during the period from April 25, 2023, through December 23, 2025, for various violations of the California Labor Code. Defendant is a manufacturer of advanced engineered solutions and services for transportation, logistics, and infrastructure markets and has employed Plaintiffs and other putative Class Members in California during the relevant period. Plaintiffs contend both they and their coworkers were subjected to the same unlawful labor practices, including failure to pay minimum wages for all hours worked.

4. Plaintiffs' claim for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiffs and others for off-the-clock work and failed to incorporate non-discretionary bonuses into employees' regular rate of pay for purposes of paying overtime. Moreover, Plaintiffs bring claims for meal and rest period violations. Plaintiffs' meal period claim is based on an analysis of time and pay records, which show Class Members regularly had missed, short, or untimely lunch breaks, and that despite a quantifiable number of unique meal period violations, Defendant did not pay any meal period premiums owed. Plaintiffs' rest period claim is based on allegations that due to the nature of their work, employees' rest periods were often short, late, interrupted, and sometimes missed altogether. Plaintiffs further bring a claim for unreimbursed necessary business expenses, based on allegations that employees were required to purchase uniforms and tools for work purposes without reimbursement. Plaintiffs also bring derivative claims for waiting time penalties, wage

statement violations, unfair business practices, and civil penalties under the Private Attorneys General Act ("PAGA") pursuant to Labor Code sections 2698, *et seq*.

5. On December 9, 2024, Plaintiff Clayton initiated his lawsuit against Defendant entitled *Zachary Clayton v. Wabash National Corporation*, Riverside County Superior Court Case No. CVRI2407382 ("*Clayton* Action"), which, in its amended form, alleges that Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime wages, (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 all wages at termination, (7) failed to provide accurate and itemized wage statements, (8) engaged in unfair business practices, and (9) violated civil penalty provisions recoverable under PAGA. On May 1, 2025, Plaintiff Ordaz initiated a lawsuit against Defendant entitled *Ricardo Ruiz Ordaz v. Wabash National Corporation*, Riverside County Superior Court Case No. CVRI2502244. On July 7, 2025, Plaintiff Ordaz initiated a second lawsuit against Defendant entitled *Ricardo Ruiz Ordaz v. Wabash National Corporation*, Riverside County Superior Court Case No. CVRI2503943. For purposes of Settlement, the Parties consolidated the *Clayton* Action with the lawsuits filed by Plaintiff Ordaz by filing a Consolidated Class and Representative Action Complaint in the *Clayton* Action, and they further agree that this consolidated complaint is the "Operative Complaint."

6. Defendant ardently opposes the merits of this case and denies Plaintiffs' factual allegations. Defendant asserts it complied with all its compensation obligations, including compensating Class Members for any and all off-the-clock work and overtime work, and therefore, Plaintiff and other Class Members were paid all wages owed. Defendant argues it did not fail to incorporate any non-discretionary bonuses into the regular rate of pay for purposes of paying overtime, and that all bonuses were discretionary. Defendant maintains its compliance with all its meal and rest period obligations, and that Plaintiffs and the putative Class were provided with the opportunity to take all meal and rest periods to which they were entitled or otherwise voluntarily waived breaks. As for the unreimbursed business expenses, Defendant maintains it did not require the Class to incur any business-related expenses. Defendant also argues it paid employees all wages due and owing upon separation from employment. To the extent Plaintiffs received wage statements that were allegedly inaccurate, Defendant asserts Plaintiffs suffered no actual damage or harm as a result. (*See, e.g.*, *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb.

19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) With respect to Plaintiffs' claim for waiting time penalties, Defendant alleges its good-faith belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiffs cannot prove Defendant's alleged failure to pay all final wages at the time of separation was "willful." (*See, e.g.*, *Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, Defendant claims it did not engage in any unfair business practices and denies liability for unpaid wages, liquidated damages, statutory penalties, civil penalties, attorneys' fees, or costs of litigation. Defendant also maintains Plaintiffs' claims are improper for class treatment.

DISCOVERY AND INVESTIGATION

7. The Parties agreed to mediate this action with Brandon McKelvey, 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 before mediation. Prior to mediation, Plaintiffs obtained from Defendant, through informal discovery, voluminous documents and data that were necessary and helpful to evaluate the claims asserted in this action. Defendant produced its employee handbook and a sample size of time records and payroll data which were reviewed, investigated, and analyzed by Class Counsel and Plaintiffs' expert. Defendant further provided crucial information regarding the total approximate Class size, the estimated number of current and former putative Class Members and Aggrieved Employees, and the estimated number of Workweeks and Pay Periods.

8. In preparation for mediation, Class Counsel reviewed and analyzed all the information and documents Defendant had produced. Class Counsel retained a statistics expert to analyze the sample records produced and prepare a damage analysis prior to mediation. After reviewing the data and documents Defendant produced, which included the time and payroll records of 505 employees (approximately 88% of the Class), Plaintiffs' expert was able to prepare an analysis with a high degree of certainty. In conjunction with their extensive factual investigation, Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Accordingly, Class Counsel were able to evaluate the probability of class certification, success on the merits, and Defendant's

maximum monetary exposure for all claims. Thus, Plaintiffs and Class Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement Agreement.

SETTLEMENT NEGOTIATIONS

9. On October 24, 2025, Defendant and Plaintiff Clayton participated in a full day of private mediation before Brandon McKelvey, Esq., an experienced, professional, neutral, class and PAGA action mediator. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties reached a global resolution of the Actions, the material terms of which are encompassed within the Class and PAGA Action Settlement Agreement (the "Settlement Agreement"). A true and correct copy of the Parties' Settlement Agreement is attached hereto as **Exhibit 1**, which contains (a) Exhibit A the Parties' proposed Class Notice, (b) Exhibit B the Parties' proposed Request for Exclusion Form, and (c) Exhibit C the Parties' proposed Objection Form.

10. 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 Agreement.

11. A true and correct copy of the PAGA notice letter Plaintiff Clayton sent to Defendant and the California Labor and Workforce Development Agency (the "LWDA") on December 7, 2024 is attached

hereto as **Exhibit 2**. Plaintiffs' administrative exhaustion period has since expired, and the LWDA has not indicated its intent to investigate Plaintiffs' allegations.

12. In compliance with Labor Code section 2699, subdivision (*l*)(1), Class Counsel timely submitted to the LWDA a file-stamped copy of the first amended complaint filed on February 21, 2025 in the *Clayton* Action providing the case number assigned by the Court.

13. In compliance with Labor Code section 2699, subdivision (*l*)(2), Class Counsel submitted to the LWDA a notice of settlement and a copy of the Parties' proposed Settlement Agreement. A true and correct copy of the LWDA's email confirming receipt thereof is attached hereto as **Exhibit 3**.

14. No claim form is required in order for Class Members and/or Aggrieved Employees to receive a settlement payment. (Settlement Agreement, ¶ 3.1.) Each Class Member who does not opt-out will be entitled to his or her pro rata share of the Net Settlement Amount that is directly proportional to the number of workweeks during which the Class Member worked for Defendant during the Class Period. (*Id.* at ¶ 3.2.4.) Each Aggrieved Employee will be entitled to his or her pro rata share of the PAGA Penalties that is directly proportional to the number of pay periods during which the Aggrieved Employee worked for Defendant during the PAGA Period. (*Id.* at ¶ 3.2.5.1.)

15. The Settlement Agreement includes a Class Representative Enhancement Award to each Plaintiff, subject to Court approval, up to $5,000.00 in recognition of having initiated the Actions, provided services in support thereof, and incurred risks inherent in the role of named Plaintiffs. (*Id.* at ¶¶ 1.14, 3.2.1.) If the Court approves Class Representative Enhancement Awards less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. (*Id.* at ¶ 3.2.1.)

16. The Settlement Agreement provides a Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $230,000.00 and a Class Counsel Litigation Expenses Payment of not more than $30,000.00. (*Id.* at ¶ 3.2.2.) At this time, my firm's litigation costs are $21,184.53, and a true and correct copy of the litigation costs to-the-date is attached hereto as **Exhibit 4**. Class Counsel expect to incur additional costs following preliminary approval and through final approval for filing and service fees. Clas Counsel will provide an updated costs ledger to the Court at final approval.

17. The Parties jointly agree to appoint Apex Class Action Administration ("Apex") as the neutral entity to administer this Settlement. (*Id.* at ¶ 7.1.) The Settlement Agreement provides the Administrator will be paid an Administration Expenses Payment in an amount estimated not to exceed $8,900.00 for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.2.3.) Prior to selecting Apex, Class Counsel solicited bids for estimated administration costs from four different, reputable settlement administrators, including Phoenix Class Action Settlement Administration (not-to-exceed bid of $9,000.00), Simpluris, Inc. (bid of $11,989.00), ILYM Group, Inc. (bid of $8,950.0), and Apex (bid of $8,900.00). The Parties jointly selected Apex as the proposed Administrator because it had the lowest bid. As a result of appointing Apex as the Administrator, the Net Settlement Available to Class Members as Individual Class Payments will be greater than if any of the other three administrators is appointed. A true and correct copy of the bid received from Apex is attached hereto as **Exhibit 5**.

18. Funding of Gross Settlement Amount. Within thirty (30) calendar days of the Final Approval Order, Defendant shall fund the Gross Settlement Amount and its employer-share of payroll taxes by transmitting the funds into Qualified Settlement Fund ("QSF") established and maintained by the Administrator. (Settlement Agreement, ¶ 4.3.) Within fourteen (14) calendar days after Defendant fully funds the amounts owed under the Settlement, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, and the Class Representative Enhancement Awards. (*Id.* at ¶ 4.4.) Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, and the Class Representative Enhancement Awards shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. (*Id.*)

19. Plaintiffs' General Release. Plaintiffs will release any and all claims that Plaintiffs have or may have against the Released Parties related to or arising from Plaintiffs' employment with Defendant ("Plaintiffs' General Release"). (*Id.* at ¶ 5.1.) Plaintiffs acknowledge that Plaintiffs may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiffs' discovery

of them. (*Id.*) Notwithstanding the foregoing, Plaintiffs' General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising after October 29, 2025. (*Id.*)

20. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." (*Id.* at ¶ 5.1.1.)

21. Released Class Claims. Plaintiffs will release, on behalf of themselves and all other Participating Class Members, all claims against the Released Parties that were alleged in Plaintiffs' operative Consolidated Class and Representative Action Complaint or that reasonably could have been alleged based solely on the facts asserted therein including but not limited to (1) failure to pay minimum wages, including vacation time pay, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to timely pay final wages at termination, (6) failure to provide accurate itemized wages statements, (7) failure to indemnify necessary business expenses, and (8) unfair business practices (9) statutory penalties of any nature; (10) interest; (11) attorneys' fees and costs; (12) and any other claims arising out of or related to the Complaints filed in the Actions during the Class Period. ("Released Class Claims"). (*Id.* at ¶ 5.2.) The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period. (*Id.*)

22. Released PAGA Claims. Plaintiffs will release, on behalf of themselves and the LWDA, all claims against the Released Parties for civil penalties pursuant to the California Private Attorney's General Act of 2004, which were alleged or could have been alleged in Plaintiffs' respective PAGA Notices to the LWDA and in Plaintiffs' operative Consolidated Class and Representative Action Complaint, including Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558, 1174, 1174.5,

1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802 ("Released PAGA Claims"). (*Id.* at ¶ 5.3.) The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period. (*Id.*)

23. Date Releases Become Effective. The released claims will become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes. (*Id.* at ¶ 5.4.)

24. Released Parties. "Released Parties" means: Defendant, together with its officers, directors, and employees. (*Id.* at ¶ 1.40.)

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

25. Class Counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing document and information exchange and on their own independent investigation and evaluation, Class Counsel are of the opinion that the proposed Settlement Agreement is fair, reasonable, and adequate. Furthermore, in light of all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses that Defendant may assert both to certification and on the merits, the Settlement Agreement is in the best interests of Class Members.

26. Based on Class Counsel's review of the time, payroll, and additional records and information provided by Defendant, on Plaintiffs' expert's analysis of the sample time and payroll records provided by Defendant, and on information from Plaintiffs, evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. Based on a review of Defendant's records, it is estimated that there are approximately 531 Class Members who collectively worked 38,333 Workweeks during the Class Period, and 505 Aggrieved Employees who collectively worked 28,618 PAGA Pay Periods during the PAGA Period. Additionally, it was estimated that there were 236 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, that Class Members' average hourly rate was $22.71, and that the average regular hourly rate was $23.35.

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

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Claim	Relevant Time Period	Rate	Number of Violations	Amount
Unpaid Wages (Off the Clock)	38,333 Workweeks	$22.71 average hourly rate	14,927 net unpaid hours (assuming 5 minutes per shift) (94.4% overtime)	**$49,899.65** **
Unpaid Wages (Regular Rate)	38,333 Workweeks	$23.35 average regular rate	Based on Expert Analysis of Records	**$51,899.50***
Meal Period Violations	38,333 Workweeks	$22.71 average hourly rate	28,566 unique meal break violations	**$162,183.47***
Rest Period Violations	38,333 Workweeks	$22.71 average hourly rate	178,635 unique rest break violations (assumes 100% violation rate for shifts of at least 3.5 hours)	**$405,680.09** **
Unreimbursed Business Expenses	38,333 Workweeks	Assumes $80 per employee	Violations based on expert analysis of records	**$4,568.00** **
Labor Code § 203	Based on approximately 170 terminated class members within the 3-year statute of limitations	$22.71 average hourly rate / 30-day maximum	Violations based on analysis of records by expert (assumes 8.3 hours / day)	**$68,116.80** ***
Labor Code § 226	Based on approximately 505 class members within the 1-year SOL	$50 per initial pay period / $100 per subsequent pay periods / $4,000 employee maximum	Based on 128,618pay periods within the 1-year SOL	**$101,000.00** ***
PAGA	Based on 28,618 within pay periods the 1-year statute of limitations	$100 per pay period	Based on 28,618 pay periods within the 1-year SOL	**$143,090.00** ***

Total for Class Claims	$986,437.50
* 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.[1]	

27. Plaintiffs' unpaid wages claim is based on allegations that Defendant failed to pay all minimum and overtime wages due to off-the-clock work. Plaintiffs allege that they and other employees waited in line to clock in for shifts after walking into the plant every day. There were several hundred employees whose shifts started at the same time. Therefore, Class Counsel estimated Class Members spent an average 5 minutes off the clock per shift. Accordingly, Class Counsel and data expert estimated Defendant failed to pay Class Members for approximately 14,927 hours, 94.4% of which should have been paid at the overtime rate. From this, and in light of the average rates of the Class Members, Defendant's estimated maximum potential liability is $498,996.47. Defendant contends that all time worked was compensated, that the time required to wait in line was *de minimis*, that Class Members were not permitted to work off-the-clock, and that this claim is highly individualized and not susceptible to class-wide treatment. I acknowledge that "off-the-clock" claims are difficult to be tried on a class wide basis because there is no apparatus that can be used to prove this claim—there are no records to be used as evidence. In light of these defenses, and for purposes of settlement, I discounted the maximum potential liability by 90%. **Plaintiffs' realistic recovery estimate for the unpaid wages claim due to off-the-clock work is therefore $49,899.65.**

28. As discussed above, Plaintiffs' unpaid wages claim is also due to allegations that Defendant failed to incorporate all non-discretionary bonuses into Class Members' regular rate of pay for purposes of paying overtime. Specifically, Plaintiffs' expert reviewed the sample records Defendant produced and found 1,071 identifiable additional renumerations that were made yet not factored into the regular rate of pay, impacting 69.3% of Class Members and 31.3% of pay periods for overtime pay and resulting in a

[1] A 70% or greater discount for risk at certification and trial is reasonable because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. *See* Findings of the Study of California Class Action Litigation, 2000-2006, available at http:// www.courts.ca.gov/documents/class-action-lit-study.pdf.

maximum exposure of $103,799.00. However, Defendant argues the bonuses were discretionary, 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 Defendant's *de minimis* exposure, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Therefore, I applied a 50% discount to the maximum exposure figure; accordingly, I arrived at **a realistic damage estimate of $51,899.50 for the regular rate claim**.

29. As discussed above, Plaintiffs' meal period claim is based, in part, on allegations that due to the nature of their work, putative Class Members' meal periods were regularly short, late, interrupted, or missed altogether. Plaintiffs' expert analyzed Defendant's sample record and found 28,566 unique meal break violations, a 16.2% violation rate. As a result, Plaintiffs' expert calculated Defendant's total maximum exposure to be $648,733.86. Defendant maintains its compliance with all its meal period obligations, and that the putative Class was provided with the opportunity to take all meal periods to which they were entitled or otherwise voluntarily waived breaks. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant meal periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to meal periods. Therefore, I believe a 75% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of $162,183.47 for the meal period claim.**

30. As discussed above, Plaintiffs' rest period claim is based on allegations that due to the nature of their work, Class Members' rest periods were often short, late, interrupted, and sometimes missed altogether. Defendant did not record employee rest breaks; therefore, based on information from Plaintiffs, I assumed, for purposes of mediation, a 100% violation rate for shifts of at least 3.5 hours. Plaintiffs' expert thus found 178,635 unique rest period violations, resulting in a total maximum potential exposure of $4,056,800.85 for rest period premiums owed. Defendant maintains its compliance with all its rest period obligations, and that the putative Class was provided with the opportunity to take all rest

periods to which they were entitled or otherwise voluntarily waived breaks. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing non-compliant rest periods and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits, particularly as rest periods were not recorded. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to rest periods. Therefore, I believe a 90% discount to the maximum exposure figure is warranted. Applying this discount, I accordingly arrived at **a realistic damage estimate of $405,680.09 for the rest period claim.**

31. As discussed above, Plaintiffs' claim for unreimbursed business expenses is based on allegations that employees were required to purchase their own uniforms and equipment for work without reimbursement. Based on information from Plaintiffs, I assumed, for purposes of mediation, that Class Members spent on average $80 per employee on unreimbursed business expenses, resulting in a total maximum potential exposure of $45,680. However, Defendant maintains it did not require the Class to incur any business-related expenses. Moreover, Defendant argues this claim is improper for class treatment, in part, given the individualized nature of assessing any unreimbursed expenses and resulting damages. Although I believe there is merit to this claim, I acknowledge the foregoing presents significant risk with certifying this claim and proof on the merits. This claim presents difficulties with certification because of the individualized nature of employees' business expenses. Certification and proof of this claim would require declarations from Class Members and obtaining such declarations potentially would reveal that each Class Member had a different experience with respect to unreimbursed expenses. Therefore, I believe a 90% discount to the maximum exposure figure is warranted; accordingly, I arrived at **a realistic damage estimate of $4,568.00 for the unreimbursed business expenses claim.**

32. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs estimates Defendant's maximum potential exposure, prior to discounting, is $4,813,236.00. This estimated amount breaks down as follows: $1,362,336.00 for waiting time penalties for approximately 170 terminated Class Members during the 3-year SOL; a $2,020,000.00 penalty for inaccurate wage statements based on approximately 505 Class Members within the 1-year SOL; and $2,861,800.00 for

PAGA penalties based on the Court assessing a $100 penalty for each pay period (based on an estimated 28,618 pay periods). 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 or intentional and that to the extent Plaintiffs received wage statements that were allegedly inaccurate, Plaintiffs suffered no actual resulting damage or harm. Furthermore, awarding such a disproportional amount in penalties would also raise Due Process concerns. Weighing these factors, I applied a 95% discount to each penalty (resulting in $68,116.80 for waiting time penalties, $101,000.00 for inaccurate wage statement penalties, and $143,090.00 for PAGA penalties) and accordingly arrived at **a realistic damage estimate of $312,206.80 for statutory and civil penalties.**

33. **Using these estimated figures, Plaintiffs predicted the *realistic* recovery for all claims, including penalties, would be $986,437.50. This means the $690,000.00 maximum settlement figure represents approximately 70% of the realistic maximum recovery.** This is an excellent result for the Class, particularly because, under the proposed Settlement Agreement, Class Members will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

34. While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving the amount of wages owed to each Class Member would be an expensive, time-consuming, and uncertain proposition.

35. I am also of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding PAGA penalties even if Plaintiffs prevailed on the merits.

36. The Settlement Agreement obviates the significant risk that this Court may deny certification of all or some of Plaintiffs' claims. Furthermore, even if Plaintiffs were able to pursue their 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.

37. This Settlement avoids the risks, burdens, and the accompanying expense of further litigation. Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis, they have not conducted extensive expert discovery or depositions. Moreover,

preparation for class certification and a trial would remain for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs and/or any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

38. The Net Settlement Amount available for settlement payments is currently estimated to be $342,100.00 for an estimated Class size of 531 individuals.[2] **As a result, it is estimated each Participating Class Member is eligible to receive an average benefit of approximately $644.26 prior to tax withholdings on the wage portion of payments ($342,100 / 531). Furthermore, it is estimated there are 505 Aggrieved Employees who will receive an estimated average of $47.82 from the 35% share of the PAGA Penalties ($24,150.00 / 505).** The amounts to Participating Class Members and/or Aggrieved Employees will vary based on each Participating Class Member's and/or Aggrieved Employee's duration of employment during the Class Period or PAGA Period, respectively. Thus, those who worked longer for Defendant will receive a benefit greater than the average estimated amount. Based on an estimated 38,333 Workweeks, the average Workweek value is $8.92 ($342,100.00 / 38,333 Workweeks). Based on an estimated 28,618 Pay Periods during the PAGA Period, the average pay period value is $0.84 ($24,150.00 / 1428,618 Pay Periods). The Settlement Administrator will calculate the high and low range of payments to Class Members and Aggrieved Employees following preliminary approval and receipt and processing of the Class Data. Class Counsel will provide more accurate estimates to the Court in Plaintiffs' motion for final approval.

39. The proposed settlement of $690,000.00 therefore represents a substantial recovery when compared to Plaintiffs' reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Gross Settlement Amount is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate.

<u>THE ENHANCEMENT PAYMENT FOR PLAINTIFFS ARE REASONABLE</u>

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[2] The Net Settlement Amount is $690,000.00 less the following: $24,150.00 for Individual PAGA Payments to the Aggrieved Employees, $44,850.00 for the LWDA PAGA Payment, $10,000.00 for the Class Representative Enhancement Awards to Plaintiffs ($5,000.00 each), up to $230,000.00 for the Class Counsel Fees Payment, up to $30,000.00 for the Class Counsel Litigation Expenses Payment, and up to $8,900.00 for the Administration Expenses Payment. (Settlement Agreement, ¶¶ 1.27, 3.2.)

40. Throughout this litigation, Plaintiffs, who were former employees of Defendant, have cooperated immensely with my office and the office of co-counsel and have taken many actions to protect the interests of the Class. Plaintiffs provided valuable information regarding their hours worked, and what duties were performed during those hours. Plaintiffs also provided information regarding meal and rest periods taken and missed by Plaintiffs and putative Class Members. Plaintiffs participated in decisions concerning this action, assisted in preparation for the mediation, and provided my office with the names and contact information of potential witnesses in this action. Before we filed this case, Plaintiff Clayton worked with my office to determine the viability of his claims. Plaintiffs also provided information and documents relating to their employment with Defendant. The information and documentation provided by Plaintiffs were instrumental in establishing the wage-and-hour violations alleged in this action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without their participation.

41. At the same time, Plaintiffs faced many risks in adding themselves as the Class Representatives in this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public record in an employment lawsuit could also very well affect their likelihood for future employment.

42. In turn, Class Members now have the opportunity to participate in a settlement, reimbursing them for wage violations they may have never known about on their own or been willing to pursue on their own. If these Class Members would have each tried to pursue their legal remedies on their own, that would have resulted in each having to expend a significant amount of their own monetary resources and time, which may not have been feasible for Class Members and were obviated by Plaintiffs putting themselves on the line on behalf of these other Class Members.

43. In the final analysis, this class action would not have been possible without the aid of Plaintiffs, who put their own time and effort into this litigation and placed themselves at risk for the sake of Class Members. The requested enhancement awards for Plaintiffs for their service as the Class Representatives are relatively small amounts of money considering their time and effort put into the litigation and considering enhancements granted in other class actions. The requested incentive awards

are therefore reasonable to compensate Plaintiffs for their active participation and risks assumed in this lawsuit.

<u>MY EXPERIENCE AND QUALIFICATIONS</u>

44. 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 2023.

45. 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 representative actions.

46. 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.

47. My current billing rate is $950.00 per hour, which is my usual hourly rate in 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 March 18, 2025].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is attached hereto as **<u>Exhibit 6</u>**. 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 pp. 921–22.) Using the same method here and based on my firm'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, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and **Exhibit 8**, respectively. Based on my 19+ years of experience out of law school, my Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

48. I am experienced in prosecuting and defending employment matters, particularly class actions and PAGA representative 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 California counties, 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 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 focuses 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 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 11+ years of experience out of law school, his Laffey Matrix rate with a 2.53% adjustment is $1,044.78 per hour ($1,019 Laffey Matrix rate + (2.53% x $1,019)). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering his experience, Mr. 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 argued and taken under submission by the Court on February 3, 2022.

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

(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 Plaintiffs' 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. March 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 Plaintiffs 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.

(j) Since June 2018, Mr. Feghali's practice has shifted to almost exclusively representing employees in wage-and-hour class and representative actions. His fee has been approved by Courts throughout the state. He has participated as lead, or co-lead counsel, in the litigation and resolution of over 100 wage-and-hour class actions, including obtaining preliminary and final approval of settlements. A selection of settled cases wherein Mr. Feghali served as lead or co-lead class counsel includes the following: *Barahona v. Methodist Hosp. of Cal*. (No. 20STCV09876) ($5,000,000); *Stanley Black & Decker Wage and Hour Cases* (No. JCCP5218) ($3,500,000); *Vazquez v. St. Mar 2.0 Inc.* (No. 37-2021-00042702-CU-OE-CTL) ($2,250,000); *Duncan v. Infineon Technologies Americas Corp*. (No. 21STCV16872) ($2,500,000); *Aquino v. Coast King Packing, LLC* (No. 21CV002448) ($2,300,000); *Martinez, et al. v. Curative LLC* (No. 21STCV20778) ($1,500,000); *Calderon v. Installed Building Products* (No. 37-2021-00035844-CU-OE-CTL) ($1,500,000); *Majdoub v. Argent Hotel Mgmt.* (No. CGC-20-582921) ($1,800,000); *Fuentes v. Covid Clinic, Inc*. (No. CIVSB2106806) ($1,526,317.57); *Rahman, et al. v. Gate Gourmet, Inc*. (No. 3:20-cv-03047) ($3,850,000); *Pagoulatos v. Coast Hills Credit Union* (No. 20CV02801) ($1,100,000); *Hammers v. Redwood Oil Co., Inc*. (No. SCV-269625) ($1,180,000); *Cuadras v. R.C. Wendt Painting, Inc*. (No. BC705964) ($1,400,000); *Zaragoza v. The Roman Catholic Bishop of Fresno* (No. 22CV-00282) ($1,500,000); *Garcia v. San Jose Water Co.* (22CV396328) ($1,200,000); *Garcia v. Tri-Valley Plastering, Inc*. (No. 22CECG00591) ($1,250,000); *Garcia v. Tapia Enter., Inc*. ($2,137,651 for 507 class members); *Cha v. Center Point, Inc*. (No. CIV2102081) ($1,000,000); *Sison v. Cha Hollywood Med. Ctr., L.P*. (No. BC644129) (2,137 class members); *Lagos v. ThyssenKrupp Elevator Corp.* (No. BC682972) ($750,000 for 79 class members); and *Montoya v. Golden 1 Credit Union* (No. 34-2018-00228252) ($1,250,000).

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CHARLOTTE MIKAT-STEVENS' EXPERIENCE AND QUALIFICATIONS

53. Charlotte Mikat-Stevens is an associate attorney at Moon Law Group, PC. Ms. Mikat-Stevens advocates for employees in both state and federal court in employment and related litigation. Since joining Moon Law Group, her practice has focused on wage-and-hour class actions and PAGA representative actions involving claims related to unpaid overtime and minimum wages, meal and rest break violations, unreimbursed business expenses, improper wage statements, unfair business practices, and penalties.

54. Ms. Mikat-Stevens received her B.As. in Anthropology and International Studies with honors from Loyola University of Chicago in 2013, and her J.D. and Master of Environmental Law and Policy from Vermont Law School ("VLS") in 2017. While in law school, Ms. Mikat-Stevens served as Note and Production Editor for the Vermont Journal of Environmental Law, served with the VLS Environmental Law Society, and worked as a student clinician both for both the Food and Agriculture and the Environmental and Natural Resources Law Clinics at VLS. Following law school, Ms. Mikat-Stevens was selected for a fellowship focused on the labor trafficking and forced labor of agricultural workers in the United States, during which time she developed a toolkit for legal practitioners and represented victims of trafficking with civil and criminal cases. Before joining Moon Law Group, PC, Ms. Mikat-Stevens represented farm workers with various employment law claims in administrative and civil courts, including class and representative actions, as well as in grievance and arbitration matters.

55. Ms. Mikat-Stevens became an Active Member of the State Bars of California and Washington in 2019 and has been a member in good standing continuously since then. She is also admitted to practice in the United States District Court for the Eastern and Central Districts of California and in the United States District Court for the Eastern District of Washington.

56. Ms. Mikat-Stevens' current billing rate is $675.00 per hour, which is her usual hourly

rate in wage-and-hour litigations. Based on Ms. Mikat-Stevens' 8+ years of experience out of law school, her Laffey Matrix rate with a 2.53% adjustment is $924.82 per hour ($902 Laffey Matrix rate + (2.53% x $902). (*See* Ex. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Mikat-Stevens' billing rate of $675.00 per hour is reasonable.

57. A selection of settled class actions that have received preliminary and/or final settlement approval and PAGA-only approved settlements in which Ms. Mikat-Stevens assisted in the resolution during her tenure with Moon Law Group, PC includes the following: *Alvarez v. Conagra Foods Packaged Foods, LLC, et al.* (Los Angeles No. 21STCV37375) ($1,000,000 for 1,066 class members); *Amador v. Prime Waterproofing & Roofing, Inc.* (LA No. 19STCV08032) ($107,500 for 157 class members); *Amaya v. Purosil, LLC* (Riverside No. CVRI2202854) ($435,000 for 353 class members); *Argueta v. ASMB, LLC* (LA No. 22STCV08327) ($135,000 for approx. 506 aggrieved employees); *Arzate v. Coastal Blooms Nursery, LLC* (Santa Barbara No. 22CV00778) ($150,000 for approx. 697 aggrieved employees); *Bonine v. Wachter, Inc.* (LA No. 20STCV31653) ($354,000 for 209 class members); *Bustamante v. Advanced Skilled Nursing, Inc.* (LA No. 19STCV00801) ($525,000 for 530 class members); *Cabello v. Rancho Car Wash, LLC* (Riverside No. CVRI2103709) ($297,500 for 132 class members); *Candys v. Community Psychiatry Management, LLC* (Sacramento No. 34-2022-00314705) ($921,153.39 for 790 class members); *Castillo v. Freedom Painting Inc.* (LA No. 20STCV22365) ($250,000 for 99 class members); *Cervantes v. Wondertreats, Inc.* (Stanislaus No. CV-22-001263) ($295,884.32 for 433 class members); *Cruz v. Knightsbridge Plastics, Inc.* (Alameda No. 23CV028294) ($700,000 for 343 class members); *Del Toro-Ibarra v. West Pico Distributors, LLC* (LA No. 21STCV31247) ($130,000 for 108 class members); *Delgado v. Kings River Farming, Inc.* (Fresno No. 22CECG00736) ($517,500.00 for approx. 760 aggrieved employees); *Duncan v. Infineon Technologies Americas Corp.* (LA No. 21STCV16872) ($2,500,000 for 775 class members); *Duncan v. Roth Staffing Companies, L.P., et al.* (San Bernardino No. CIVSB2421369) ($225,000 for approx. 329 aggrieved employees); *Estrada v. TRC Companies, Inc., et al.* (LA No. 21STCV37078) ($2,200,000 for 698 class members); *Fennix v. Tenderloin Housing Clinic, Inc.* (San Francisco No. CGC-20-584834) ($330,000 for 589 class members); *Ferry v. Cencal Wings II, Inc.* (Fresno No. 21CECG03205) ($630,000 for 588 class members); *Fisher et al. v. Supreme Truck Bodies of California, Inc. et al.* (Riverside No. CVRI2200207) ($3,000,000 for 1,344

class members); *Flores v. Home Delivery Service, LLC* (Alameda No. RG21096517) ($1,200,000 for 3,144 class members); *Garcia v. Meissner Filtration Products, Inc., et al.* (Ventura No. 2021-00555324-CU-OE) ($265,000 for 1,364 aggrieved employees); *Garcia v. San Jose Water Company* (Santa Clara No. 22CV39638) ($1,200,000 for 489 class members); *Garcia v. South Valley Companies* (Kern No. BCV-22-100465) ($182,000 for 151 class members); *Garcia v. Tri-Valley Plastering, Inc*. (Fresno No. 22CECG00591) ($1,250,000 for 858 class members); *Ghusar v. ECMD, Inc.* (Riverside No. CVRI2404116) ($195,000 for 108 aggrieved employees); *Gomez v. Arya Ice Cream Distributing Co., Inc.* (LA No. 21STCV31170) ($588,203.6 for 98 class members); *Gonzalez v. A.M. Castaneda, Inc.* (San Diego No. 37-2021-00017374-CU-OE-CTL) ($488,372.97 for 494 class members); *Gutierrez v. Ratto Bros., Inc.* (Stanislaus, No. CV-23-001816) ($225,000 for approx. 187 aggrieved employees); *Hernandez v. Oakland Paper & Supply, Inc.* (Contra Costa No. MSC21-00363) ($200,000 for approx. 135 aggrieved employees); *Herrera v. Coastal Construction & Lumber Co.* (Santa Clara No. 22CV394683) ($100,000 for approx. 197 aggrieved employees); *Kilgore v. BQ Operations Holdings, LLC, et al.* (LA No. 23STCV10311) ($1,100,000 for 8,254 aggrieved employees); *Lester v. The Super Dentists, Inc.* (San Diego No. 37-2023-00014247-CU-OE-CTL) ($200,000 for 465 aggrieved employees); *Lopez Rivera v. Villagrana Logistics, Inc.* (San Bernardino No. CIVDS2022538) ($400,000 for 1,446 class members); *Martinez v. Canton Food Co., Inc.* (LA No. 21STCV34962) ($665,000 for 414 class members); *Martinez v. Desert Concepts Construction, Inc.* (LA No. 20STCV08933) ($300,000 for 456 class members); *Murillo v. Quanta Computer USA, Inc.* (Alameda, No. 22CV005095) ($2,635,550.17 for 2,466 class members); *Murrieta v. Stanley Black & Decker, Inc.* (San Bernardino No. CIVSB2414301) ($1,250,000 for approx. 942 class members); *Perez v. Torn & Glasser, Inc.* (LA No. 21STCV43614) ($1,127,610 for 629 class members); *Preciado v. Kip Incorporated* (Riverside No. CVRI2103836) ($450,000 for 195 class members); *Quintero et al. v. JC Resorts LLC et al.* (San Bernardino No. CIVSB2115731) ($1,570,000 for approx. 3,200 class members); *Ramirez v. Merrill Gardens, LLC* (Cal. E.D. No. 1:22-cv-00542-SAB) ($825,000 for 4,602 class members); *Rayford v. AbleLight, Inc.* (Sacramento No. 23CV001488) ($1,480,000 for 819 class members); *Ruiz v. Artistic Entertainment Services, LLC* (LA No. 23STCV07581) ($325,000 for 266 class members); *Sanchez v. Anodizing Indus., Inc.* (LA No. 21STCV30722) ($260,000 for 71 class members); *Sanchez v. M & G Jewelers, Inc.* (San Bernardino No.

CIVSB2124508) ($495,000 for 400 class members); *Stanley Black & Decker Wage and Hour Cases* (San Bernardino No. JCCP5218) ($3,500,000 for 1,922 class members) ($3,513,906.42 for 1,922 class members); *Tapia v. Sierra Forest Products* (Tulare No. VCU288833) ($550,000 for 400 class members); *Thong v. Outlook Resources, Inc.* (LA No. 19STCV44400) ($3,250,000 for approx. 1,542 class members; *Valdez v. Heat Make Sense, Inc.* (Sacramento No. 34-2021-00296194) ($120,000 for 13 class members); *Viruete v. Orange Treeidence OPCO, LLC* (Riverside No. CVRI2201128) ($300,000 for 538 class members); *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) ($950,000 for 435 class members); *Williams v. Hodo, Inc.* (Alameda No. 21CV000132) ($550,000 for approx. 617 class members); *Williams v. Precision Tube Bending* (LA No. 21STCV46806) ($175,000 for approx. 135 aggrieved employees); *Williamson v. Strata Skin Sciences, Inc.* (San Diego No. 37-2022-00010879) ($125,000 for 40 class members); *Wilshinsky v. Southern California Health & Rehabilitation Program* (Los Angeles No. 23STCV07577) ($305,549 for approx. 396 class members); *Zaragoza v. The Roman Catholic Bishop of Fresno* (Merced No. 22CV-00282) ($1,500,000 for 962 class members); *Zhou v. Cisco Systems, Inc.* (Santa Clara No. 22CV396821) ($1,925,000 for 5,840 class members); and *Zubia et al. v. Procter & Gamble Distributing LLC* (LA No. 20STCV44506) ($4,090,388.51 for 1,326 class members).

CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

58. 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. Including myself, 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. The attorneys at my firm have a high level of skill and knowledge in wage and hour class actions, PAGA representative actions, and labor and employment law generally, the substantiative (state and federal) and procedural law of which is frequently evolving.

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

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

61. 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, or the proposed Settlement 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

62. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third of the Gross Settlement Amount, or $230,000.00, plus reimbursement for actual litigation costs not to exceed $30,000.00. (Settlement Agreement, ¶ 3.2.2.) The proposed award of attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery method. Plaintiffs' Counsel, however, intend to base the proposed fees award on the percentage method, as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

63. Pursuant to a Joint Prosecution and Fee-Sharing Agreement between Moon Law Group, PC and Haines Law Group, APC, and as consented to in a signed writing by Plaintiffs (the "JPA"), the firms will split the award for attorneys' fees with 75% to Moon Law Group, PC and 25% to Haines Law Group, APC, regardless of whether the award is based on a common fund or lodestar analysis. As to

costs, the JPA states that the firms will be reimbursed in full to the extent possible for their respective costs actually incurred.

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

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

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

67. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency fee basis, including Plaintiffs 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. Because Moon Law Group, PC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

68. As of the drafting of this motion, my office has incurred $21,184.53 in expenses litigating this action, and we anticipate accruing additional costs up to final approval. (Ex. 4.) These expenses were

reasonably necessary to the litigation and were actually incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement. In the event costs do not reach or exceed the maximum amount allowed in the Settlement Agreement, the difference will revert to the Class Members.

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

(a) Numerous interviews with Plaintiff Clayton and review of documents provided by him;

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

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

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

(e) Extensive "meet and confer" correspondence and discussions with Defense Counsel regarding mediation and to obtain relevant documents and information through informal discovery;

(f) Extensive "meet and confer" correspondence and discussions with co-counsel regarding consolidation of the actions and litigation strategy;

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

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

(i) Attendance and active participation at a full day of mediation;

(j) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;

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

(l) Anticipated preparation for and attendance at the preliminary approval hearing;

(m) Anticipated conferring with Defense Counsel and the Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;

(n) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;

(o) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and

(p) Anticipated responding to Class Member inquiries and communicating with Plaintiff Clayton regarding the case.

70. Through the efforts of my office, the office of co-counsel, and Plaintiffs in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* $690,000.00 to compensate Class Members for the alleged unlawful wage and hour practices. I am informed and believe that, without the efforts of my office, the office of co-counsel, or Plaintiffs, 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 March 24, 2026, at Los Angeles, California.

____
Kane Moon