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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GHASSAN ABDELLATIF,
individually, and as a representative
of other aggrieved employees

Plaintiff,

vs.

GHASSAN ABDELLATIF,
individually, and as a representative
of other aggrieved employees

Defendants.

Case No.: 2:23-cv-09145-WLH-JPR

Honorable Wesley L. Hsu

CLASS ACTION

**DECLARATION OF BRENT S.
BUCHSBAUM IN SUPPORT OF
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: August 22, 2025

Time: 1:30 a.m.

Dept.: 9B

DECLARATION OF BRENT S. BUCHSBAUM

I, Brent S. Buchsbaum, declare as follows:

1. I am an attorney at law, duly licensed to practice law in all of the Courts in the State of California, and I am a partner of Buchsbaum & Haag, LLP, the law firm that represents Plaintiff and the putative class. I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently to them.

2. I obtained my law degree from the University of San Diego School of Law in 1997, and began practicing employment law, representing employees, in 1998.

3. For the last 25 years, I have worked almost exclusively in the area of employment law, and have litigated hundreds of disputes involving alleged wage and hour violations, including claims for meal periods, rest periods, waiting time penalties, unreimbursed business expenses, and unpaid overtime.

5. I have represented plaintiffs in a wide variety of employment disputes, and have obtained a jury verdict in excess of 1 million dollars in a widely publicized case, *Carter Stephens v. City Of Pasadena*, which involved racial discrimination in a City Fire Department. In connection with this, I was nominated as Trial Lawyer of the Year by the Consumer Attorney Association of Los Angeles.

6. Thomson & Reuters has named me a “Superlawyer” in the area of Employment Law for 2011-2024.

7. My firm is actively involved in class action litigation, and we are currently litigating more than 20 class and/or PAGA representative lawsuits. Within the last 5 years alone, I was approved as class counsel in a 2.25 million wage and hour settlement in the case of *Gray v. Hyatt Corporation* (23STCV02164) a \$1.9 million wage and hour settlement in the case of *Philip*

1 ***Hughes v. Pattern*** (CIVSB2207056); a \$1.9 million wage and hour settlement in a
2 Federal District Court class Action, ***Diaz v. Solar Turbines*** (3:20-cv-01156-
3 WQH-KSC); a \$900,000 wage and hour settlement in LASC (***Hill v. Wash***
4 ***Laundry***, BC 557047). That case, which involved almost 400 class members,
5 primarily centered around allegations that delivery drivers were denied meal
6 periods and overtime. I was approved as class counsel in the case of ***McCombs v.***
7 ***Robertson Ready Mix*** (19STCV33829), which was a prevailing wage overtime
8 case that settled for \$970,000. I was approved as class counsel in a Federal District
9 Court case, ***Charles v. Airgas*** (2: 18cv-1937-JGB-SHK), which was settled for
10 \$1,300,000. I was approved as class counsel in a \$1,200,000 class action
11 settlement involving wage and hour record keeping violations in the case of
12 ***Hardin v. Gensler*** (BC646526). I was approved as class counsel in a \$250,000
13 wage and hour class action settlement in the Orange County Superior Court
14 (***Bonaparte v. Career Connections Staffing***, 30-2014-00725886). That was a
15 misclassification case, with derivative claims for unpaid overtime and meal period
16 premiums. I was approved as class counsel in a \$1,700,000 wage and hour
17 settlement in ***Camero v. TFC*** (BC 689221). The Los Angeles County Superior
18 Court approved me as Class Counsel for two certified subclasses in ***Nichols v.***
19 ***Pacific Wine Distributors*** (BC525954) and Final Approval was granted in that
20 case for a settlement of \$300,000. The San Bernardino County Superior Court
21 recently appointed me as class counsel in a \$364,000 class action settlement in
22 ***Clemann v. Victoria Development Company*** (CIVDS1414968). I was approved
23 in Los Angeles County Superior Court, in Department 310, in the case of
24 ***Figueroa v. S&S Petroleum*** (BC557369), which was a \$250,000 wage and hour
25 class action settlement, and also in Department 307 in a wage and hour class
26 action in ***Beaver v. Roadrunner*** (BC603585) for \$220,000. I was approved as
27 class counsel in ***Mirasol v. Emcore*** (BC604058), which was another wage and
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1 hour class action settlement that was approved for \$300,000. I was lead trial
2 counsel in a “PAGA only” settlement in *Faller v. Ernst & Young, US, LLP* (BC
3 604058), which was approved for \$500,000. I was approved by the San
4 Bernardino County Superior Court as class counsel in a \$455,000 meal period
5 wage and hour class action in *Griffin v. ERRG* (CIVDS 1610157). I was
6 approved as class counsel in a \$965,000 wage and hour case in the Orange County
7 Superior Court in *Orr v. Safestep (30-2017-0094692-CU-OE-CXC)* I was the
8 lead trial counsel or co-lead trial counsel in each of these cases, and personally
9 negotiated settlements in each of these cases. The fees awarded in almost all of
10 these cases were 33.3 percent of the gross fund, which we believe is the
11 appropriate market rate.

12 8. I am an active member of the California Employment Lawyers
13 Association (“CELA”) for many years, and am also a member of the Los Angeles
14 County Bar Association Employment Law Section. I have been lead trial counsel
15 on over 1000 employment law cases, and at least half of those have included a
16 wage and hour component. I’ve also been retained and testified as an expert in the
17 area of employment litigation.

18 9. On September 25, 2023, Abdellatif filed a Class Action Complaint
19 (the “Complaint”) against MOLINA in the Superior Court of the State of
20 California for the County of Los Angeles, captioned *Ghassan Abdellatif v.*
21 *Molina Healthcare, Inc.*, and Does 1 through 250, inclusive, Case No.
22 23STCV23076 (the “State Court Action”), which sets forth the following seven
23 (7) causes of action: (1) Violation of California Labor Code § 510 (“Unpaid
24 Overtime and Minimum Wages”); (2) Violation of California Labor Code §§
25 226(a) and 1174 (“Non-compliant Wage Statements”); (3) Violation of
26 California Labor Code §§ 201-203 (“Failure to Pay All Wages and on a Timely
27 Basis”); (4) Violation of Labor Code §§ 226.7, 512(a) (“Unpaid Meal Period
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1 Premiums”); (5) Violation of Labor Code § 226.7 (“Unpaid Rest Period
2 Premiums”); (6) Violation of Labor Code § 2802 (“Unreimbursed Business
3 Expenses”); (7) Violation of California Business & Professions Code §§ 17200,
4 et. seq. (“Unfair Competition”). On October 25, 2023, Abdellatif filed a First
5 Amended Class Action Complaint (“FAC”). The FAC alleges the same causes
6 of action but adds some additional factual allegations. On April 25, 2025,
7 Plaintiff filed a Second Amended Complaint, which added a claim for penalties
8 under the Private Attorney General Act (“PAGA”) and a claim for expense
9 reimbursement for exempt California employees. The Second Amended
10 Complaint is the operative complaint in the Action (the “Operative
11 Complaint.”). Molina denies the allegations in the Operative Complaint, denies
12 any failure to comply with the laws identified in in the Operative Complaint and
13 denies any and all liability for the causes of action alleged.

14 10. This proposed settlement came to fruition only after substantial legal
15 research and analysis, extensive investigation, the exchange and analysis of a
16 significant amount of sampling and class data, the hiring of an expert statistician,
17 and extensive arm's-length settlement negotiations at a private mediation with
18 Michael Loeb, an experienced and well-regarded wage and hour class action
19 mediator. A copy of the Class Action and PAGA Settlement Agreement and Class
20 Notice is attached as **Exhibit “A”**.

21 11. As stated, if the Settlement is approved, Defendant will pay a
22 Common Fund settlement of \$1,800,000. After deductions for court-approved
23 incentive payments to the named Plaintiff, settlement administration costs,
24 attorneys' fees and costs, and payment to the Labor & Workforce Development
25 Agency (“LWDA”) for civil penalties under the Labor Code Private Attorneys
26 General Act (“PAGA”), the Net Common Fund shall be distributed to all
27 Settlement Class members, based on their number of workweeks during the
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1 relevant time periods. However, because the exempt employees are only class
2 members as to the reimbursement of business expenses claim (Labor Code
3 §2802), the class portion of the Net Fund will be distributed 75% to the non-
4 exempt employees and 25% to the exempt employees. See Settlement Agreement,
5 at ¶3.2.4

6 12. This settlement provides a substantial recovery on Defendant’s
7 alleged wage and hour violations and disputed derivative penalty claims. Based on
8 the litigation risks involved, Plaintiff submits that the proposed settlement is well
9 within the range of reasonableness required for approval. Moreover, the settlement
10 agreement and notice distribution plan are the products of an informed and
11 thoroughly-vetted analysis of the claims and defenses, as well as the likelihood of
12 obtaining class certification, and arm's-length settlement negotiations by
13 experienced employment counsel.

14 13. The majority of Molina’s remote workers were paid a combination of
15 hourly pay, commission pay, and in some cases bilingual differential pay. All of
16 those earnings have to be taken into account when calculating overtime, but
17 Plaintiff’s analysis showed that was not always done, particularly early in the class
18 period. Our expert reviewed a 25% sample of the class payroll and time records,
19 and determined that there was approximately \$44,779 in unpaid overtime wages,
20 plus an associated \$255,700 in PAGA penalties. The PAGA penalties, however,
21 are subject to considerable reduction by the Court, and we concluded that if
22 plaintiff prevailed, it was highly likely that the derivative PAGA claims would be
23 diminished substantially. As a result, we valued the PAGA claim for unpaid
24 overtime at no more than \$50,000.

25 14. The Defendant had the same problem, particularly early in the class
26 period, with calculating meal period premiums correctly. Under *Ferra v. Loews*
27 *Hollywood Hotel, LLC*, 11 Cal.5th 858 (2021), employers are required to pay
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1 meal period premiums at the “regular rate of pay” rather than at the “base” or
2 hourly rate of pay. Initially, Molina was allegedly paying the premium incorrectly.
3 This error was ultimately cleaned up for the most part, but our expert still found
4 \$20,555 in damages extrapolated to the class, plus an associated \$127,100 in
5 PAGA penalties.

6 15. There is also the issue of late, missed and short meal periods. The
7 nature of the work remote workers were performing did not always lend itself to
8 regular meal periods. For example, Plaintiff was sometimes on the phone for long
9 periods of time with potential customers, and could not simply hang up and go to
10 lunch. As a result, he had a significant number of meal period violations. Molina,
11 to its credit, actually paid a lot of meal period premiums, but in many cases the
12 records also reveal no premium being paid. When you look at the delta between
13 meal period violations and meal premiums paid, you get \$538,656 in unpaid meal
14 period premiums and an associated \$567,300 in PAGA penalties. However, we
15 had to significantly discount that theoretical exposure because proving these meal
16 periods weren’t waived was likely to be extraordinarily difficult, particularly given
17 that these employees worked remotely in their homes. Additionally, an
18 investigation into the reasons these meals were late, missed or short was likely to
19 lead to individual inquiries and lack of memory from class members, which would
20 jeopardize certification. As a result, we valued the meal period claim at
21 approximately \$400,000 for settlement purposes.

22 16. We attached essentially no value to the rest period claim. We
23 reviewed the rest period policies, which were all compliant with California law.
24 Proving that class members could not take 10-minute rest periods working from
25 home was likely to be a nearly insurmountable challenge.

26 17. In the course of correcting some of the regular rate issues, Defendant
27 began issuing strange paystubs that sometimes had the amount paid correct while
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1 presenting the information to the employee inaccurately. For example, at first
2 blush, when we looked at the paystub for July 17, 2022 to July 30, 2022, it looked
3 like the meal period premium continued to be paid at the wrong rate. That is, the
4 meal period premium is noted as being paid at the base rate of \$23.20 rather than
5 the “regular rate of pay.” However, when you do the math and multiply the base
6 rate of \$23.20 by the number of violations (2) you get \$46.40. However, the
7 amount paid is \$49.90. So here, in contrast to the earlier paystub, commission or
8 differential rates are being factored into the meal period premium, but the rate of
9 pay is simply listed wrong. This is a problem, because Labor Code §226(a) states
10 the following:

11 “An employer, semimonthly or at the time of each payment of wages, shall
12 furnish to their employee, either as a detachable part of the check, draft, or voucher
13 paying the employee’s wages, or separately if wages are paid by personal check or
14 cash, an *accurate itemized statement* in writing showing. . . (9) *all applicable*
15 *hourly rates* in effect during the pay period. . .”

16 18. One of the issues is that Molina apparently does its payroll in-house.
17 There are few payroll organizations, such as ADP, who present the wrong rates of
18 pay as a matter of course, even if somehow the correct amount of pay is ultimately
19 arrived at in some cases. Although recent amendments to PAGA require the
20 showing of damages for paystub violations like these, the PAGA filing with the
21 LWDA in this case pre-dates the amendments. As a result, the holding of *Lopez v.*
22 *Friant & Associates*, 15 Cal.App.5th (2017) applies, which means PAGA
23 penalties are collectible for technical violations of the statute.

24 19. Our expert calculated exposure for the paystub claim at \$1,167,850,
25 plus an additional \$799,500 in PAGA penalties. That being said, there was a
26 significant risk that the Court would find no statutory liability at all, since while
27 the wages rates were inaccurately reported, the amount of pay was correct. That
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1 presents a potential problem for the prosecution of the claim, since Labor Code
2 §226 requires some evidence that the inaccuracy in the paystub caused some
3 tangible damage. While the PAGA claim was less vulnerable to this defense, the
4 likelihood of a court seriously reducing the maximum penalty seemed very high.
5 As a result, we valued the paystub violations, for settlement purposes, at
6 approximately \$200,000.

7 20. The Defendant’s Remote Work Policy mandates specific internet
8 requirements to carry out the work:

9 **“Connectivity: Remote work location must have high speed internet**
10 **connection of at least 100 Mbps download and 20 Mbps upload.”**

11 21. The average price of internet plans in the U.S. is \$92.22 per month,
12 according to an Allconnect analysis of more than 250 plans from the country’s top
13 internet providers. Some plans with lower connectivity speeds can be purchased
14 for cheaper, so the median cost is a bit lower. According to Consumer Reports
15 about half of all households pay between \$60 and \$90 per month. US News and
16 World Report clock the average cost at around \$89 per month. A Consumer
17 Reports survey noted that “over a quarter of Americans (27%) who have a
18 broadband service at their home say it’s somewhat or very difficult to afford their
19 monthly broadband costs.”

20 22. From Plaintiff’s perspective, Molina’s decision to pay a Remote
21 Stipend of \$11.50 per pay period, and to *tax that amount*, cumulatively resulted in
22 an extraordinary shift of necessary business expenses to the employees who work
23 for Molina. Meanwhile, Molina recouped enormous savings by eliminating the
24 need for office space and all its attendant costs (including internet). The
25 employees, like plaintiff, had to isolate in rooms, to the consternation of family
26 members, while they carried out an endless series of phone conversations
27 throughout the day, using their own home internet, electricity and private space.
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1 Indeed, the Remote Policy states that the home environment must **“allow for**
2 **adherence to Molina’s privacy, security and compliance policies, which**
3 **requires a workspace that restricts access by non-Molina employees.”** In
4 effect, this meant that a significant portion of Plaintiff’s home was off limits to his
5 family for much of the week. This \$11.50 a pay period idea, netting out to around
6 \$7, was simply inadequate from our standpoint. Plaintiff’s internet and electricity
7 bill, for example, was far more than the stipend.

8 23. We assumed \$50 per pay period as a reasonable reimbursement for
9 the home office expense (including space, high speed internet, electricity, gas) and
10 that extrapolates out to \$7,598,000 in unreimbursed business expenses for the
11 entire class, of which \$4,353,000 was associated with exempt employees, plus
12 another \$5,559,900 in PAGA penalties.

13 24. Molina, however, cited different consumer reporting studies that
14 found the average price of high speed internet was closer to \$25, which was
15 roughly the amount that each class member was paid, whether they were exempt
16 or non-exempt. Molina further argued that the home internet was not just used for
17 business, but rather was used by the class members for their personal use as well,
18 particularly during the weekends and evening hours. And further, Molina
19 reasonably argued that determining how much each class member was owed,
20 which would involve examining their job duties, the type of plan they had for
21 home internet, and the degree of personal use, would have complicated the
22 certification of this as a class action to a substantial degree.

23 25. As a result of these risks, we valued reimbursement claims, including
24 the PAGA component, at approximately \$900,000, and roughly evenly between
25 the non-exempt and exempt class members.

26 26. Given that the Defendant treated reimbursements as wages, and a
27 significant number of employees were impacted by regular rate miscalculations
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1 and meal period premiums, the waiting time penalties due to former employees
2 amounted to \$3,004,026, plus an additional \$30,200 in PAGA penalties. However,
3 a Labor Code §203 violation requires willfulness and is subject to a “good faith”
4 defense. Here, the Defendant could credibly argue that it believed the
5 reimbursement for home internet was reasonable rather than an underpayment,
6 and that the regular rate miscalculations were also the result of a good faith
7 mistake to the extent they could be proved. As a result, we viewed the value of
8 this claim, for settlement purposes, at approximately \$200,000.

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10 27. Although he steadfastly maintains that his claims are meritorious,
11 Plaintiff acknowledges that Defendant possessed several defenses to both liability
12 and class certification, such that prevailing on either was uncertain. As explained,
13 Defendant presented multiple defenses to each of Plaintiff’s underlying claims,
14 both on the merits and with respect to class certification. As a result, Plaintiff’s
15 ability to certify and prevail on his claims was far from guaranteed. approval.

16 28. The parties engaged in a significant amount of investigation, informal
17 discovery, and class-wide data analysis, and also reviewed a substantial number of
18 payroll records, time records, and multiple versions of employee handbooks.
19 Defendant may have filed a Motion for Summary Judgment based on several of
20 the issues. As a result, the parties would incur considerably more attorneys' fees
21 and costs through trial. This settlement avoids those risks and the accompanying
22 expense. Thus, this factor favors preliminary approval.

23 29. Plaintiff had not yet filed his motion for class certification when the
24 parties reached the proposed settlement. Absent settlement, there was a risk that
25 there would not be a certified class at the time of trial, and that the putative class
26 members would not recover anything. As discussed herein, Plaintiff believes
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1 there was substantial risk with certifying all of the proposed classes. Thus, this
2 factor also supports preliminary approval.

3 30. This proposed settlement provides a substantial monetary recovery
4 for Settlement Class members in face of disputed claims. As detailed, Plaintiff
5 believes this settlement represents a good recovery in light of the substantial risks
6 that the key claims were barred by federal preemption or would not be certified.

7 31. While the gross exposure was over \$13 million, the risk that
8 certification to some or all of the claims would be denied was substantial.
9 Similarly, there was significant risk that the Court would dismiss some of the
10 claims on the merits for the reasons articulated in this Motion. As a result, the
11 \$1.8 million settlement takes those risks into consideration and is a reasonable
12 settlement given the risks involved.

13 32. The parties engaged in a significant amount of investigation, informal
14 class-wide discovery, and analysis prior to reaching the proposed settlement. As
15 stated, Defendant provided time and pay records of a 25% sample of the class, and
16 provided detailed data regarding total Settlement Class members, pay period
17 information, average hourly rates, and other relevant data for the class. It was
18 only after this exchange of data and information that the parties participated in a
19 full-day mediation and ultimately reached the proposed settlement by way of a
20 mediated settlement. Thus, this factor supports preliminary approval.

21 33. The proposed settlement reflects a substantial recovery in light of real
22 litigation risks on both merits and certification. Plaintiff submits that the proposed
23 settlement is within the range of possible approval, such that notice should be
24 provided to the Settlement Class so that they can consider the settlement. The
25 Court will have the opportunity to reassess the reasonableness of the settlement
26 after members of the Settlement Classes have had the opportunity to opt-out or
27 object.

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1 34. As discussed above, Plaintiff thoroughly vetted the claims at issue
2 and conducted factual investigation and extensive legal research and analysis. The
3 parties reached this settlement only after mediating with Michael Loeb, a well-
4 respected mediator with extensive experience in mediating wage and
5 hour class actions. The parties each supplied Mr. Loeb with detailed mediation
6 briefs outlining the strengths and weaknesses of each claim and defense. As noted,
7 the parties participated with Mr. Loeb in a full-day mediation guided by his
8 expertise, which reflected what the mediator determined to be the fair settlement
9 value of the case. Even after the parties had come to an initial agreement, both
10 sides further negotiated the finer points of the proposed settlement while drafting,
11 revising, and ultimately mutually approving the long-form settlement agreement.

12 35. If the Court preliminarily approves this settlement, Defendant will
13 pay a Common Fund of \$1,800,000. Moreover, no Settlement Class member will
14 be required to submit a claim form to receive his or her Settlement payment. The
15 principal terms of the proposed settlement agreement are summarized below:

16	Common Fund:	\$1,800,000
17	Minus Court-approved attorney's fees:	\$600,000
18	Minus Court-approved costs (up to):	\$18,000
19	Minus Court-approved incentive payment:	\$10,000
20	Minus PAGA payment to LWDA:	\$45,000
21	Minus settlement administration costs:	\$28,500
22	Net Common Fund:	<u>\$1,099,500</u>

23 36. The payments will be made to class members and PAGA members
24 based on their proportionate number of workweeks during the class period. *See*
25 Settlement Agreement, at ¶3.2.4, 3.2.5.1

26 37. The average payment to Settlement Class members is estimated at
27 \$294.37. However, the non-exempt workers should receive, on average,
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1 approximately \$414,801. This average recovery per class member is on par with,
2 and exceeds, other wage and hour class action settlements involving non-exempt
3 employees alleging similar claims.

4 38. Settlement Class members who do not opt-out of the Settlement will
5 be bound by the Settlement's terms, and will release the Releasees from all
6 California claims that are alleged in, or that reasonably could have arisen based on
7 the facts alleged in, the Complaint. *See* Settlement, ¶1.39. The parties have agreed
8 to designate a total \$60,000 of the Common Fund for PAGA penalties, seventy-
9 five percent (75%) of which will go to the LWDA, which is appropriate given the
10 weight of the class claims.

11 39. The proposed incentive payment to Plaintiff of \$10,000 is also
12 reasonable given the time and effort he has devoted to the case and the
13 reputational risk of being a class action representative. Plaintiff's Counsel will
14 also file a separate motion for approval of attorney's fees not to exceed \$600,000
15 for all past and future attorney's fees necessary to prosecute, settle, and administer
16 the litigation and this proposed Settlement, and for verified litigation costs not to
17 exceed \$18,000.

18 40. Numerosity is satisfied because there are approximately 3730 current
19 and former non-exempt employees in the proposed Settlement Class.

20 41. The Settlement Class satisfies commonality because there are
21 common questions of fact and law arising from Plaintiff's and the proposed
22 Settlement Class's employment with Defendant, such as Defendant's allegedly
23 improper payment of overtime and meal premiums and a uniform reimbursement
24 policy that did not fully account for the cost of home internet for job related use.
25 All of which Plaintiff contends arise from a common core of facts, as discussed
26 above.

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1 42. Here, Plaintiff’s claims are typical of those held by other non-exempt
2 employees. Plaintiff was employed by Defendant as hourly non-exempt
3 employees during the relevant time periods. Plaintiff was subject to Defendant’s
4 challenged regular rate miscalculations, meal and rest period policies, paystub
5 irregularities and expense reimbursement policy, which was uniform amongst both
6 exempt and non-exempt remote workers. As a result, Plaintiff’s claims stem from
7 Defendant’s wage and hour policies and practices, typicality is satisfied.

8
9 43. Plaintiff is also adequate as a class representative under Rule
10 23(a)(4). To satisfy this requirement, Plaintiff and his counsel must not have
11 conflicts of interest with the proposed classes, and must vigorously prosecute the
12 action on behalf of the classes. Here, there is no conflict of interest between
13 Plaintiff and the proposed Settlement Class. As a non-exempt employee, Plaintiff
14 pressed forward claims for unpaid wages, unpaid premium wage, and related
15 penalties resulting from Defendant’s allegedly unlawful wage and hour policies
16 and practices on behalf of other non-exempt employees. As a recipient of the
17 uniform \$25 stipend, which was provided to both exempt and non-exempt
18 employees, he is suitable as a class representative on this claim a swell. As
19 detailed above, the proposed settlement reflects a substantial recovery of
20 Settlement Class members' alleged damages. Given the relatively small amounts at
21 issue per employee, Plaintiff asserts that it is unlikely that any class member,
22 especially a current employee, would have pursued these claims against Defendant
23 individually. Finally, Plaintiff’s counsel diligently litigated this case, undertook
24 an extensive analysis of the claims and potential damages, and there are no
25 conflicts with the Settlement Class members. There are also not fee splitting
26 agreements.

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44. As all Settlement Class members were allegedly deprived of wages due to Defendant’s allegedly unlawful regular rate miscalculation, and meal and rest period policies and practices, the Settlement Class is “sufficiently cohesive” since a “common nucleus of facts” and “potential legal remedies” dominate.

45. Here, Plaintiff proposes that the settlement be administered by Apex Class Action Administration, an experienced class action settlement administrator, who will mail the proposed Notice Packets to the Settlement Class. The proposed Notice Packet advises Settlement Class members of the key terms of the settlement and the uniform 60-day deadline to opt-out, submit a dispute, or file an objection to the settlement; it provides a summary of the alleged claims, explains the recovery formula and expected recovery amount for each member of the Settlement Class, provides contact information for Plaintiff’s counsel, and notifies Settlement Class members of the date for the final approval hearing. *See Proposed Class Notice*, which is attached to the Class Action and PAGA Settlement Agreement.

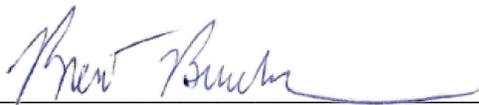
46. I have filed the Settlement Documents with the Labor Workforce Development Agency through its online filing platform. The filing receipt is attached as Exhibit “B”

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

Respectfully Submitted,

Dated: July 16, 2025

LAW OFFICES OF BUCHSBAUM & HAAG
A Limited Liability Partnership

By: 
Brent Buchsbaum,
Attorney for Plaintiffs