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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

DANILO CORTEZ FLORES; individually,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

ESPOSTO'S, INC., a California corporation;
ESPOSTO'S FINE FOODS, INC., a California
corporation; WILLIAM ESPOSTO,
individually; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21-CIV-05152

Honorable Don R. Franchi
Department 15

**DECLARATION OF MICHAEL E.
MOORE REGARDING PHOENIX
SETTLEMENT ADMINISTRATOR'S
QUALIFICATIONS TO SERVE AS THE
PAGA SETTLEMENT
ADMINISTRATOR**

Date: December 8, 2025
Time: 3:00 p.m.
Department: 15

Complaint Filed: September 21, 2021
Trial Date: None Set

DECLARATION OF MICHAEL E. MOORE

I, Michale E. Moore, hereby declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by Phoenix Settlement Administrators ("PSA"), as President and Managing Partner.

3. I personally have over 16 years of experience in claims management and administration of class and collective action matters.

4. PSA has never had any financial interest in or affiliation with the parties or counsel in this matter.

5. PSA has extensive experience administering class action matters. PSA has administered complex wage and hour, labor and employment, consumer/ product liability, TCPA, FLSA, FACTA, ERISA and PAGA class action matters, through final approval and distribution. PSA has developed a system of quality assurance measures, to ensure the highest quality service is provided in our cases and to class members.

6. PSA's Claims Management Group has extensive experience in all aspects of Notification and Identification of Class Members or Aggrieved Employees, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, Accounting and Reconciliation.

7. PSA has extensive experience in and are experts at all aspects of administering complex class action and PAGA matters including; (i) preparing, printing, mailing and tracking privacy notices; (ii) operation of a 24/7/365 multi-lingual call center; (iii) establishing settlement websites; (iv) claims management (to the extent needed); (v) USPS processes and systems, third party tracing, including the use of reverse telephone directory services; (vi) database management, programming and security protocols; (vii) calculating and issuing settlement payments; (viii) tax management, filings, and account reconciliation; and (ix) final approval.

8. As part of Settlement Notice procedures, PSA will process the data received from Defendants both for purposes of mailing and to calculate if the escalator clause has been triggered. PSA shall also run the names of all Aggrieved Employees through the National Change of Address (“NCOA”) database to determine any updated addresses for Aggrieved Employees. If a settlement check (to be mailed by first-class United States mail along with the court-approved cover letter (together, the “PAGA Settlement Package”) is returned as undeliverable within thirty (30) calendar days of mailing, PSA will attempt to obtain an alternate, updated address for the Aggrieved Employee to whom the returned the PAGA Settlement Package had been mailed by undertaking skip tracing. If PSA is successful in obtaining a new address, it will promptly re-mail the PAGA Settlement Package to the Aggrieved Employee. Further, any PAGA Settlement Package’s that are returned to PSA with a forwarding address within thirty (30) calendar days of mailing shall be promptly re-mailed to the forwarding address affixed thereto.

9. PSA shall also process and calculate, they shall disburse all funds consistent with the Parties’ settlement agreement as approved by the Court. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter shall be canceled. Funds associated with canceled checks shall be transmitted to the State of California Controller’s Office Unclaimed Property division in the name(s) of the Aggrieved Employees who did not negotiate their check(s).

10. PSA has been appointed as a Settlement Administrator in both State and Federal Courts.

11. A true and correct copy of PSA’s Curriculum Vitae is attached hereto as Exhibit A.

Data Handling and Security Procedures

11. Phoenix Settlement Administrators has adequate procedures in place to safeguard the data and funds to be entrusted to it. PSA’s Technology and Banking groups are directly involved with Management on all issues of Information Security and Settlement Fund transfer, as it pertains to the continuance of business processes, and all risk, vulnerability,

1 security and assessments as it pertains to information. The group, along with internal systems
2 in place, monitor and communicate with Management on a Preventative and comprehensive
3 level, in order to prevent potential Strategic or Compliance Risks. All processing of
4 confidential and personal information is handled and maintained within the organization and
5 therefore all data received is kept within a strict chain of custody internally. All informational
6 assets are classified and assigned based on initial case assessment, client and procedural
7 requirements. The Technology Group handles all higher-level ownership of information and
8 physical peripherals, as well as ownership of direct / indirect assets associated with technology
9 and the continuance of business, Specific Users, Groups or Entities are assigned Shared
10 Ownership or Management Capability based on procedural needs, and security level granted.

11 12. In addition to high levels of Data Center Policies/Procedures and
12 Facility/Maintenance Security Protocols, PSA's conducts semiannual training to maintain
13 additional safeguards such as:

- 14 a. Phoenix Settlement Administration Business Continuity Policy
- 15 b. Phoenix Settlement Administration Disaster Recovery Plan
- 16 c. Phoenix Settlement Administration Incident Response Plan
- 17 d. Phoenix Settlement Administration Personal Computer Security Policy
- 18 e. Phoenix Settlement Administration Phoenix Data Archiving and Retention
19 Policy
- 20 f. Phoenix Settlement Administration Phoenix Personnel Security Policy
- 21 g. Phoenix Settlement Administration Risk Assessment
- 22 h. Phoenix Settlement Administration Service Provider Risk Assessment
- 23 i. Phoenix Settlement Administrator Classification and Access Rights Policy
- 24 j. Phoenix Settlement Administrator Password Policy
- 25 k. Phoenix Settlement Administrators Certification of Destruction
- 26 l. Phoenix Settlement Administrators Security Awareness Training Program.

27 13. PSA currently maintains both an errors and omissions insurance policy and a
28 separate data breach insurance policy, with coverages of \$2 million and \$3 million,

1 respectively, and with each policy providing coverage on an occurrence basis.

2 14. PSA costs are reasonable and competitive when compared to the industry.

3 15. To complete the Settlement Administration for this case, the Settlement
4 Administration will include hard cost and hourly costs detailed below:

- 5 • Hard Cost: Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup,
6 NCOA, Skip Tracing, and Re-Mail costs.
- 7 • Hourly Cost: The hourly rates include Programming Database & Setup, Project
8 Management, PAGA Settlement Package Formatting, Programming Undeliverable,
9 Programming Claims Database, Programming Calculations, Disbursement Review,
10 Printing of PAGA Settlement Package, Reconcile Uncashed Checks, Conclusion
11 Reports, Potential Tax Filing and Case Management/Maintenance.

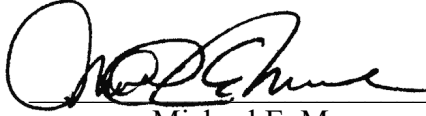
12 16. Having factored in the hard and hourly cost, the settlement administration for
13 this project has a Will Not Exceed-Flat Fee Total of five thousand dollars and zero cents
14 (\$5,500.00). A detailed breakdown of PSA's cost is attached hereto as **Exhibit B**.

15 17. PSA is willing to serve as the Administrator of the parties' settlement in this
16 action.

17 18. No party or law firm involved in this action has any ownership interest in PSA
18 or other relationship with PSA aside from that of clients selecting PSA to provide
19 administration services.

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

3 Executed this 10th day of November 2025, in Orange County, CA.

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5 Michael E. Moore
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Exhibit A



1411 N. Batavia Street, Suite 105, Orange, CA 92867

800.523.5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix, Class Action Administrators, PSA Overview

Phoenix Settlement Administrators, PSA, is a National Class Action Notification and Claims Administration firm, located in Orange County, California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 38 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners possess all the qualities that our clients expect throughout the Noticing and Administration process to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing Consumer and Product Liability, TCPA, ADA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 400 Attorney & Law Firm Clients, which have entrusted us with the management of their claims administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With Hundreds of Millions of dollars in award distributions and currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality and Service as a mantra. Because of this approach, both Defense and Plaintiff Clients experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification & ADA Cases.

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

**Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Seyfarth Shaw
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Perkins Coie
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Morrison Foerster
O'Hagan Meyer
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Snell & Wilmer
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright**

**Lavi & Ebrahimian, LLP
Work Lawyers, PC
Mahoney Law Group, APC
Law Office of Thomas Rutledge
Lawyers for Justice PC
Matern Law Group, PC
Rastegar Law Group
Diversity Law Group
Righetti & Glugoski
Cohelan, Khoury & Singer
Moon Law Group, PC
Tunyan Law, APC
The Spivak Law Firm
Law Offices of Kenneth Yoon
Paul Haines Law Group
Parris Law Firm
Mallison & Martinez
Jackson, APC
David Yeremian & Associates
Aegis Law Firm
Lauby, Mankin & Lauby, APC
Parker & Minne, LLP
Crosner Legal, APC
Setareh Law Group**

Exhibit B



November 12, 2025

CASE ASSUMPTIONS

PAGA Employees	250
Opt Out Rate	N/A
Opt Outs Received	
Total PAGA Employees	250
Subtotal Admin Only	\$5,571.78

Flat Fee Total \$5,500.00

For 250 PAGA Employees

Pricing Good for Scope of Estimate Only

Language Translation, Printing & Mailing Included

Case: DF-Esposto's, Inc.-5152, PAGA Administration

Phoenix Contact: Michael E. Moore

Contact Number: 949.331.0131

Email: mike@phoenixclassaction.com

Requesting Attorney: Giovanni Pimentel-Galvan

Firm: Lawyers for Justice, PC

Contact Number: 818-Call Justice

Email: giovani@calljustice.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.

Estimate is based on **250** PAGA Employees. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	1		\$100.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.50	40		\$100.00
NCOA (USPS)	\$25.00	1		\$25.00
Total				\$525.00

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage / Language Translation

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	1		\$100.00
Spanish Translation	\$200.00	1		\$200.00
Data Merge & Duplication Scrub	\$0.09	250		\$22.50
Notice and Check Packet	\$1.00	250		\$250.00
Estimated Postage (up to 1 oz.)*	\$0.70	250		\$175.00
Total				\$747.50

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	2		\$110.00
Skip Tracing Undeliverables	\$0.75	63		\$46.88
Remail Check Packets	\$1.00	60		\$59.50
Estimated Postage	\$0.70	60		\$41.65
Programming Undeliverables	\$50.00	1		\$50.00
Total				\$308.03

Database Programming				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Database	\$100.00	1		\$100.00
Case Associate	\$55.00	5		\$275.00
Case Manager	\$85.00	3		\$255.00
Total				\$630.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	1		\$135.00
Disbursement Review	\$135.00	1		\$135.00
Programming Manager	\$95.00	1		\$95.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	3		\$405.00
Total				\$905.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$150.00	1	\$150.00
Remail Undeliverable Checks (Postage Included)	\$1.50	48	\$71.25
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$85.00	6	\$510.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	4	\$460.00
QSF Annual Tax Reporting * (State Tax Reporting & Escheating to the State of California)	\$700.00	1	\$700.00
Total			\$2,456.25
* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.			
Estimate Total:			\$5,571.78



CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.