

Theodore Tang (SBN 313294)  
[theodore@frontierlawcenter.com](mailto:theodore@frontierlawcenter.com)  
Manny Starr (SBN 319778)  
[manny@frontierlawcenter.com](mailto:manny@frontierlawcenter.com)  
Daniel Ginzburg (SBN 327338)  
[dan@frontierlawcenter.com](mailto:dan@frontierlawcenter.com)  
**FRONTIER LAW CENTER**  
23901 Calabasas Road, Suite 2074  
Calabasas, California 91302  
Telephone: (818) 914-3433  
Facsimile: (818) 914-3433

Attorneys for Plaintiff  
Destinee Nicole Robinson-Moore  
Individually and on behalf of all similarly  
situated individuals

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

DESTINEE NICOLE ROBINSON-MOORE,  
individually and on behalf of all similarly  
situated individuals,

Plaintiff,

vs.

MEDIA ALL STARS, INC., a California  
Corporation, and DOES 1 to 100,

Defendants.

Case No. 37-2021-00050573-CU-OE-CTL

**DECLARATION OF DANIEL  
GINZBURG IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: February 3, 2023  
Time: 9:00 a.m.  
Dept.: C-60

Complaint Filed: December 2, 2021  
Trial Date: None Set

## DECLARATION OF DANIEL GINZBURG

I, Daniel Ginzburg, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Frontier Law Center, counsel of record for Plaintiff Destinee Nicole Robinson-Moore (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. From the inception of the case, Class Counsel have zealously represented the interests of the Class. Class Counsel engaged in significant discussions with opposing counsel to obtain informal data on behalf of the Class. This settlement was obtained for the benefit of the Class, as opposed to the individual Class Representative.

3. My co-counsel and I will adequately represent the Class Members in this action. Class Counsel have and will zealously represent Plaintiff and the Class and pursue this lawsuit to its conclusion.

4. I have spent significant time researching and pursuing the claims that have been alleged in this action. The Parties engaged in formal and informal discovery and participated in the exchange of class data and Defendants' pertinent policies and practices. Based on my review of all the documents and information, and based on my experience in class action litigation, I believe this settlement to be fair, adequate, and reasonable.

5. I was retained based upon a contingency fee arrangement wherein Plaintiff's counsel agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically, had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a significant amount of time, money and other resources without any benefit or return. In addition, had Plaintiff also failed to prevail in the present case, Defendants would have been able to seek costs in connection with their defense of the case.

6. In terms of my experience in this field I have worked on numerous Class Actions, and have been lead counsel in numerous representative PAGA settlements that have been granted approval, including the following:

a. *Ronnie McNeal v. Platinum Security, Inc.*, Case No. 19STCV05709 County of

Los Angeles: PAGA action on behalf of security guards involving meal and rest break violations and failure to pay wages in a timely manner; \$300,000 settlement; PAGA settlement approved;

b. *Guillermina Herrera, et al. v. Norred & Associates, Inc.*, Case No.

19STCV44117 County of Los Angeles: PAGA and Class Action on behalf of security guards involving meal and rest break violations and failure to pay wages in a timely manner; \$316,000 settlement; final approval granted;

c. *Johnnier Diaz v. Marriott International, Inc.*, Case No. 37-2019-00044740-

CU-OE-CTL County of San Diego; PAGA and Class Action on behalf of hotel employees involving meal and rest break violations and failure to pay wages in a timely manner; \$400,000 settlement; final approval granted;

d. *Artur Katabyan, et al. v. Awesome Doughnut LLC* Case No. 20STCV19903

County of Los Angeles; PAGA action involving several wage and hour issues and failure to pay wages in a timely manner; \$495,000 settlement; PAGA settlement approved;

In addition to these cases, I have actively litigated hundreds of wage and hour cases. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 9<sup>th</sup> day of January 2023, in Calabasas, California.

/s/ D. Ginzburg

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Daniel Ginzburg