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Attorneys for Veronica Redondo, on behalf of all Aggrieved Employees and the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

VERONICA REDONDO, on behalf of all
Aggrieved Employees and the State of
California; ANNEKA WOLFE, on behalf of
all Aggrieved Employees and the State of
California; DANIEL ENRIQUEZ, on behalf
of all Aggrieved Employees and the State of
California; LISA DAMMAN, on behalf of all
Aggrieved Employees and the State of
California; and SHERWIN MOKTARI, on
behalf of all Aggrieved Employees and the
State of California.

Plaintiff,

vs.

VERGE MOBILE CA EE, LP, a California
limited partnership; VERGE MOBILE CA
GP, LLC, a California limited liability
company; and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2200827

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

**DECLARATION OF PLAINTIFF
SHERWIN MOKTARI IN SUPPORT OF
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

I, Sherwin Muktari, declare as follows:

1. I am an adult over 18 years of age and one of the named Representative Plaintiffs in this consolidated action. If called upon as a witness, I would and could competently testify to those matters contained in this declaration based upon my handling and participation in this matter.

- 1 2. I make this Declaration in support of the Motion for Approval of PAGA Settlement. If
2 called upon as a witness, I would and could competently testify to those matters contained
3 in this Declaration based upon my participation as a Plaintiff in this matter.
- 4 3. I was employed by Defendants (commonly referred to as Verge Mobile) as a salaried
5 District Manager from on or about September 2, 2019 through on or about May 1, 2023.
- 6 4. In this coordinated action, myself and the other co-Plaintiffs alleged various violations of
7 the California Labor Code including claims that Defendants failed to pay all wages due,
8 including minimum wages and overtime wages; that employees were not provided Labor
9 Code compliant rest and meal breaks; were not paid wages for every hour worked during
10 each pay period throughout the relevant PAGA period; asserted claims that Defendants
11 failed to maintain accurate employment records, that Plaintiffs and the alleged Aggrieved
12 Employees were not reimbursed for work related expenses for necessary utilization of
13 their personal cell phones; that Defendants failed to provide a day of rest; Defendants
14 issued noncomplete and inaccurate wage statements, and as to any such Plaintiffs and
15 alleged Aggrieved Employees who separated from Defendants' employment during the
16 PAGA period, that they were not timely paid all wages due upon termination.
- 17 5. In early May of 2024, I spoke with attorney Jacob N. Whitehead about former
18 employment with Verge Mobile and discussed issues, policies and practices I
19 personally experienced and or observed that I believed to be potentially unlawful.
20 Following a series of initial discussions with attorney Whitehead, wherein we
21 discussed specific facts related to my former employment, attorney Whitehead
22 explained the potential risks and benefits of bringing a lawsuit in a representative
23 capacity on behalf of myself and other similarly-situated employees, I understood
24 his explanation and I agreed to move forward and participate in the lawsuit.
- 25 6. I was also asked to provide documents and precise factual names, dates and details
26 related to my former employment claims, which I provided.
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- 1 7. Since engaging W Employment Law, I participated and made myself available to assist
2 Mr. Whitehead and/ or his staff to provide or clarify factual details surrounding the alleged
3 claims. I was dedicated to not only my claims but was committed to being a responsible
4 steward of the claims of the alleged Aggrieved Employees as well. I made sure that I
5 understood what was going on in the case, as well as the relevant laws to the best of my
6 ability so that I could make informed decisions on behalf of the settlement PAGA
7 members and myself.
- 8 8. I estimate that I have spent approximately 13-15 hours assisting my attorney and
9 answering questions by Mr. Whitehead or his staff related to the investigation of
10 claims and the litigation of this case. I gathered, provided and reviewed documents
11 as and when asked. I assisted in clarifying factual details about my employment
12 experience, and conferred with my attorney and his staff, as well as engagement in
13 discussions with Mr. Whitehead regarding the mediation and settlement
14 discussions. All of these activities and discussions took place on my own personal
15 time outside of normal working hours.
- 16 9. The proposed PAGA settlement seeks approval of a Service Enhancement Award to
17 each of the five named representative plaintiffs in the amount of Five Thousand Dollars
18 (\$5,000) each (\$25,000.00 total) in exchange for our full general release.
- 19 10. In agreeing to serve as a Representative Plaintiff, I voluntarily assumed the
20 responsibilities and potential risks commensurate with the lawsuit. I assumed the
21 potential reputational risks that I would be facing by adding my name as a
22 Representative Plaintiff in this action. I understood and accepted the risk of being
23 identified in this litigation by a future employer who might decline to hire me because I
24 had participated in a lawsuit against a former employer.
- 25 11. Due to the foregoing, I submit that the requested \$5,000 service payment is modest, fair
26 and reasonable.
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Executed on this 9th day of December 2025, at San Diego, California.



Sherwin Moktari