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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,
DANIEL ENRIQUEZ IN SUPPORT OF
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

I, Daniel Enriquez, 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 Defendant Verge Mobile CA, EE, LP (“Verge / Verge Mobile”) as a
5 full time, store manager from on or about June 1, 2023 through November 3, 2023, at its
6 retail location in Woodland, California managing store openings, closing, oversight of
7 staff and staffing issues and other related duties as I was assigned. My hourly wage was
8 \$22.00.
- 9 4. In this coordinated action, myself and the other co-Plaintiffs alleged various violations of
10 the California Labor Code violations that Plaintiffs and the alleged Aggrieved Employees
11 were not paid all wages due, including minimum wages, overtime wages; were not
12 provided Labor Code compliant rest and meal breaks; were not paid wages for every hour
13 worked during each pay period throughout he stated PAGA period; alleging that
14 Defendant failed to maintain accurate employment records, that Plaintiffs and the alleged
15 Aggrieved Employees were not reimbursed for work related expenses for necessary
16 utilization of their personal cell phones; that Defendants failed to provide a day of rest;
17 Defendant issued noncomplete and inaccurate wage statements, and as to any such
18 Plaintiffs and alleged Aggrieved Employees who separated from Defendant’s
19 employment during the PAGA period, that they were not timely paid all wags due upon
20 termination.
- 21 5. In or around late October of 2023, I spoke with attorney Jacob N. Whitehead about
22 my experience while employed by Verge Mobile and discussed issues, policies and
23 practices by the Defendants that I believed to be potentially unlawful. Following a
24 series of initial discussions with attorney Whitehead, wherein we discussed certain
25 facts related to my former employment with Verge Mobile, attorney Whitehead
26 explained in detail the potential risks and benefits of bringing a lawsuit in a
27 representative capacity on behalf of myself and other similarly-situated employees,
28

1 I understood his explanation and I agreed to move forward and participate in the
2 lawsuit.

- 3 6. I was also asked to provide documents and precise factual names, dates and details
4 related to my former employment claims, which I provided.
- 5 7. Since engaging W Employment Law, I actively participated in the action and made myself
6 available to assist Mr. Whitehead and/ or his staff to provide or clarify factual details
7 surrounding the alleged facts. I made sure that I understood what was going on in the
8 case, as well as the relevant laws to the best of my ability so that I could make informed
9 decisions on behalf of the settlement PAGA members and myself.
- 10 8. Overall, I estimate that I have spent approximately 12-15 hours researching and
11 assisting with the investigation and litigation of this case, by providing factual
12 information about prior working conditions with Defendants, answering detailed
13 questions about policies and practices, gathering and reviewing documents and
14 written communications, making notes on all my documents for the attorney, and
15 in general assisting the attorney throughout the litigation, including conferring with
16 my attorneys regarding settlement discussions. All of these engagements were
17 performed outside of my normal working hours and required significant personal
18 time and effort.
- 19 9. The proposed settlement also seeks approval of a Service Enhancement Award to each
20 of the five named representative plaintiffs in the amount of Five Thousand Dollars
21 (\$5,000) each (\$25,000.00 total) in exchange for our full general release.
- 22 10. In agreeing to serve as Representative Plaintiffs, I knowingly assumed the
23 responsibilities commensurate with the lawsuit, but in addition, I knowingly assumed
24 the additional potential reputational risks that I would be taking on by pursuing this
25 Action as a named plaintiff and proposed PAGA representative. Being publicly
26 identified in litigation against a former employer, who might demonstrate hiring bias by-
27 passing my candidacy for hire over that of another candidate who had never filed a
28

lawsuit against an employer, not to mention the potential for liability for costs if we were not successful.

11. Due to the foregoing, I submit that the requested \$5,000 service payment is modest, fair and reasonable.

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

Executed on this 9th day of December 2025, at Irvine, California.

Daniel Enriquez

Daniel Enriquez