

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
Susan J. Perez (SBN 329044)
sperez@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOSE VASQUEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SANTA CLARITA VALLEY COMMITTEE
ON AGING CORPORATION, dba SCV
SENIOR CENTER, a California nonprofit
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 25STCV06096

*[Assigned for all purposes to the Hon. Laura
A. Seigle, Dept. 17]*

**DECLARATION OF MATTHEW K.
MOEN IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT, ATTORNEYS' FEES
AND COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Date: August 24, 2026
Time: 9:00 a.m.
Dept.: 17

Action Filed: March 4, 2025
Trial Date: None Set

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I, MATTHEW K. MOEN, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and counsel for the named Plaintiff Jose Vasquez (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently staffed on over forty (40) active wage and hour class actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour class actions.

5. I have been appointed as Class Counsel in over fifty (50) class action settlements that have been granted final approval. The following is a non-exhaustive list of the recent wage

1 and hour class actions in which I have been named as Class Counsel and awarded attorney's
2 fees following a lodestar cross-check: *Roberto Arcos, et al. v. Panoramic Doors, LLC*, Case No.
3 37-2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable Loren G.
4 Freestone, presiding (awarding attorney's fees following a lodestar cross-check based on a rate
5 of \$650 for work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US, LLC*, Case No.
6 CIVDS1936782, San Bernardino County Superior Court, Honorable Joseph T. Ortiz, presiding
7 (awarding attorney's fees following a lodestar cross-check based on a rate of \$650 per hour for
8 work performed in 2021-2024); *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*, Case No.
9 30-2022-01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J.
10 Sherman, presiding (awarding attorney's fees following a lodestar cross-check based on an
11 hourly rate of \$650 for work performed in 2022-2024); *Kevin Murphy, et al. v. Fusion*
12 *Learning, Inc.*, Case No. 2:21-cv-06732-JAK (ASx), United States District Court, Central
13 District of California, Honorable John A. Kronstadt, presiding (approving and finding
14 reasonable an hourly rate of \$650 for work performed in 2022-2024); *Target Wage and Hour*
15 *Cases*, Case No. JCCP 5259, Lead Case No. CIVSB2209126, San Bernardino County Superior
16 Court, Honorable Wilfred J. Schneider, Jr., presiding (awarding attorney's fees following a
17 lodestar cross-check based on an hourly rate of \$650 for work performed in 2022-2024); *Karen*
18 *Trudelle, et al. v. Children of the Rainbow, Inc.*, Lead Case No. 37-2022-00034860-CU-OE-
19 CTL, San Diego County Superior Court, Honorable Robert Longstreth, presiding (awarding
20 attorney's fees following a lodestar cross-check based on an hourly rate of \$650 for work
21 performed in 2022-2024); *Ruben Hernandez, et al. v. Neovia Logistics Services, LLC, et al.*,
22 Case No. CIVSB2305867, San Bernardino County Superior Court, Honorable Tony Raphael,
23 presiding (using an hourly rate of \$650 for work performed in 2023-2025); *Jonathan Jauregui*
24 *Gutierrez, et al. v. PASHA Automotive Services*, Case No. 37-2021-00011967-CU-CO-CTL,
25 San Diego County Superior Court, Honorable Katherine A. Bacal, presiding (using an hourly
26 rate of \$650 for work performed in 2021-2025); *Miriam Moreno v. Beacon Day School, Inc.*,
27 Case No. 30-2022-01296662-CU-OE-CXC, Orange County Superior Court, Honorable Lon F.
28 Hurwitz, presiding (using an hourly rate of \$650 for work performed in 2022-2025); *Raul*

1 *Camacho, et al. v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-
2 CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly
3 rate of \$650 for work performed in 2018-2025); *Chrisian Alanis v. Leonard Roofing, Inc.*, Case
4 No. BC672028, Los Angeles County Superior Court, Honorable William F. Highberger,
5 presiding (using an hourly rate of \$650 for work performed in 2018-2025); *Georgina Espinoza,*
6 *et al. v. Warehouse Demo Services, Inc., et al.*, Case No. 17CV310844, Santa Clara County
7 Superior Court, Honorable Theodore C. Zayner, presiding (using an hourly rate of \$650 for
8 work performed in 2021-2025); *In Re: Stanislaus Food Products Company Employment Cases,*
9 Lead Case No. CV-23-001433, Stanislaus County Superior Court, Honorable John D. Freeland,
10 presiding (using an hourly rate of \$725 for work performed in 2023-2025); *Samantha Vvanti, et*
11 *al. v. O'Reilly Auto Enterprises, LLC*, Case No. 19STCV00091, Los Angeles County Superior
12 Court, Honorable Timothy Patrick Dillon, presiding (using an hourly rate of \$725 for work
13 performed in 2022-2025); and *John Ledbetter, et al. v. CJ Logistics America, LLC*, Case No.
14 CIVSB2207118, San Bernardino County Superior Court, Honorable David E. Driscoll,
15 presiding (using an hourly rate of \$725 for work performed in 2022-2025).

16 6. So far in 2026, I have been awarded attorney's fees following a lodestar cross-
17 check based on an hourly rate of \$775 per hour in the following cases:

- 18 • *Vicente Sandoval v. Cybex Security Solutions, LLC, et al.*, Case No. 30-2024-
19 01398109-CU-OE-CXC, Orange County Superior Court, Honorable Layne H.
20 Melzer, presiding (using an hourly rate of \$775 for work performed in 2024-2026);
- 21 • *Falcao Rivelino Hernandez, et al. v. LDI Mechanical, Inc.*, Case No.
22 CVRI2401542, Riverside County Superior Court, Honorable Harold W. Hopp,
23 presiding (using an hourly rate of \$775 for work performed in 2024-2026);
- 24 • *Jose Fuentes v. Southwest Material Handling, Inc.*, Case No. CVRI2404365,
25 Riverside County Superior Court, Honorable Harold W. Hopp, presiding (using an
26 hourly rate of \$775 for work performed in 2024-2026); and

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- *Brianna McCulin, et al. v. South Coast Children's Society, Inc.*, Case No. 25STCV09319, Los Angeles County Superior Court, Honorable Elaine Lu, presiding (using an hourly rate of \$775 for work performed in 2025-2026).

7. I have also been appointed as Class Counsel following a contested motion to certify one or more classes in three (3) class action lawsuits, including as the lead litigation attorney in the following cases:

- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties); and
- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable D. Tyler Tharpe, presiding (certifying claims for meal period violations, unpaid rest period violations, wage statement violations, and waiting time penalties).

8. In every year from 2020 to 2025, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

9. As counsel for Plaintiff, I have been closely involved in all aspects of this litigation since its inception and believe that the proposed Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement" or "Settlement") is a fair and reasonable result for the participating Class Members.

10. Defendant Santa Clarita Valley Committee on Aging Corp., dba SCV Senior Center ("Defendant") operates a senior center and dining sites, and provides additional services for seniors with disabilities. Defendant employed Plaintiff since November 2021 as a non-exempt "Home Delivered Meals Drive/Packer" out of Defendant's Lancaster, California location. Plaintiff's job duties include packing and serving meals, loading delivery trucks with

1 meals, driving to individual homes to deliver these meals, and performing wellness checks. Like
2 all Class Members, Plaintiff was subject to Defendant’s wage and hour policies and practices.

3 11. On March 4, 2025, Plaintiff filed the initial complaint in this action, alleging
4 numerous wage and hour violations. That same day, Plaintiff submitted a letter to the LWDA
5 California Labor and Workforce Development Agency (“LWDA”), notifying Defendant and the
6 LWDA of Plaintiff’s intent to seek civil penalties under the Private Attorneys General Act
7 (“PAGA”). On May 9, 2025, Plaintiff filed the operative First Amended Complaint (“FAC”) in
8 this action, adding a cause of action for civil penalties under the PAGA.

9 12. In anticipation of mediation, Defendant provided Plaintiff with a 20%
10 representative sampling of the Class Members’ timekeeping and payroll records spanning the
11 relevant time period, as well as key data points and all relevant policy documents. Plaintiff then
12 conducted a comprehensive exposure analysis for the claims at issue. On December 15, 2025,
13 the Parties attended mediation with respected wage and hour mediator Steven G. Mehta, Esq.
14 During mediation, the Parties debated the legal bases for their claims and defenses, their
15 respective data analyses, and their positions. At the conclusion of mediation, Mr. Mehta made a
16 mediator’s proposal to fully resolve the claims in this action, which the parties ultimately
17 accepted. Over the following months, the Parties finalized the terms of the proposed Settlement
18 Agreement, which the Court preliminarily approved on April 13, 2026. On March 2, 2026,
19 Plaintiff submitted the Settlement Agreement and all moving papers to the LWDA in
20 association with the filing of the Motion for Preliminary Approval. A true and correct copy of
21 the Court’s Order Granting Preliminary Approval of Class and PAGA Action Settlement
22 (“Preliminary Approval Order”) is attached hereto as **Exhibit 1**. True and correct copies of
23 Plaintiff’s Settlement Submission to the LWDA and the LWDA’s Confirmation of Receipt are
24 attached hereto as **Exhibit 2**.

25 13. The extended Response Deadline for Class Members who received a remailed
26 notice will occur on July 31, 2026, the same date the Motion for Final Approval of Class and
27 PAGA Action Settlement, Attorneys’ Fees and Costs, and Class Representative Enhancement
28 Payment (“Motion for Final Approval”) is filed. To account for any potential responses that

1 were timely mailed but have not been received as of the date of this filing, Apex Class Action
2 Administration (“Apex”) will submit a supplemental declaration to inform the Court of any
3 objections, disputes, or additional Requests for Exclusion before the August 24, 2026, Final
4 Approval Hearing date.

5 14. Defendant will pay a non-reversionary Gross Settlement Amount (“GSA”) of
6 \$450,000.00. The Net Settlement Amount (“NSA”) is the amount remaining from the GSA after
7 deducting Court-approved amounts for attorneys’ fees (\$157,500.00), verified costs
8 reimbursement (\$14,273.79), the Class Representative Enhancement Payment (\$10,000.00),
9 settlement administration costs (\$7,490.00), and entire amount allocated as PAGA penalties
10 (\$50,000.00). Plaintiff’s Counsel’s expense summary identifies Plaintiff’s Counsel’s to-date out
11 of pocket expenses as \$13,936.87. Although Plaintiff’s Counsel’s expense summary identifies
12 Plaintiff’s Counsel’s to-date out of pocket expenses as \$13,936.87, the total amount that
13 Plaintiff’s Counsel is requesting for expense reimbursement (\$14,273.79) includes an additional
14 \$336.92 in anticipated future costs for the filing of the Motion for Final Approval, the filing of a
15 Final Accounting Declaration, and the \$49 monthly cost associated with maintaining
16 CaseAnywhere through the date the Court enters judgment in this action, which will be incurred
17 by Plaintiff’s counsel following the filing of the Motion for Final Approval. A true and correct
18 copy of my firm’s expense report is attached hereto as **Exhibit 3**.

19 15. As detailed in Plaintiff’s Motion for Preliminary Approval, Defendant argues it
20 maintained lawful meal period policies and practices throughout the relevant time period, and
21 that it provided meal periods consistent with those policies. Specifically, Defendant emphasized
22 that its time records show substantial compliance with timely meal periods and defends the
23 accuracy of its timekeeping records. Defendant further maintains it did not require Plaintiff and
24 the putative class members to carry their cellular phones during their respective meal periods,
25 thereby precluding liability. Moreover, Defendant argues individualized inquiries will be
26 required to determine why meal periods were late, short, or missed, thereby precluding class
27 certification of this claim.

1 16. As to Plaintiff's rest period allegations, Defendant contends it maintained lawful
2 rest period policies/practices throughout the Class Period. Specifically, Defendant asserts that
3 employees are free to take rest periods at the time of their choosing, as such this claim will fail
4 on the merits. As with meal periods, Defendant maintains that it did not require Plaintiff and
5 the putative class members to carry their cellular phones during rest periods. Moreover,
6 Defendant argues that this claim is not amenable to class treatment, as individual inquiries
7 would be required to determine whether the employee was authorized to take lawful rest periods
8 on each particular shift and whether the employee was required to carry his/her cellular phone
9 during rest periods, resulting in an unmanageable series of mini-trials. This manageability
10 concern is especially present as rest periods are not recorded.

11 17. As to Plaintiff's allegation that Defendant failed to reimburse the putative class
12 members for all necessary business expenses incurred rest period claim, Defendant argues that it
13 maintains a policy to reimburse all reasonable and necessary business expenditures and that, to
14 the extent that any expenses were not reimbursed, they were not reasonably incurred. Defendant
15 further asserts that any use of the Class Members' personal phones was individualized and the
16 result of employee choice, not Defendant's policies. Specifically, Defendant maintains that
17 Class Members had the option to clock in and out at a computer and, for a portion of the
18 relevant time period, Defendant maintained handwritten timecards. As such, Defendant asserts
19 that if the Class Members used their personal cellular phones to clock in and out of their
20 respective shifts, this practice was out of personal preference and not mandatory. Defendant also
21 maintains that this claim would require an unmanageable series of mini-trials to determine
22 which employees were actually required to use their cellular phone for business purposes and in
23 which pay periods such expenses were allegedly incurred.

24 18. Regarding Plaintiff's claim that Defendant failed to compensate the putative
25 class members for all minimum wages, Defendant maintains its timekeeping policies/practices
26 properly compensate Class Members for all hours worked. Further, Defendant asserts that this
27 claim is not suitable for class treatment, as it requires individualized inquiries into exactly how
28 much time each employee purportedly spent while off-the-clock on any given day, which is

difficult as off-the-clock time is inherently not recorded, resulting in an unmanageable series of mini-trials.

19. As to Plaintiff's derivative penalty claims, Defendant argues that Plaintiff's underlying claims will fail and, as a result, the derivative wage statement and PAGA claims must also fail. Defendant argues that the alleged wage statement violations were not "knowing and intentional," and that Plaintiff cannot show that he "suffer[ed] injury," as required by Labor Code § 226(e) for imposition of penalties. Defendant also maintains that, given its good-faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's underlying claims.

20. The requested fee is also consistent with my firm's experience litigating wage-and-hour class action matters and with fee awards commonly approved in similar common fund settlements. Here, my firm seeks an attorneys' fee award of \$157,500.00, representing thirty-five percent (35%) of the GSA. This percentage is consistent with fee awards approved in similar wage and hour class actions and is fair and reasonable under the percentage-of-recovery method.

21. In this case, Plaintiff's counsel has a lodestar of approximately \$139,677.50, which results in a multiplier of approximately 1.12 compared to the \$157,500.00 fee request. A summary showing the number of hours of work performed by each attorney and paralegal is set forth subsequently. The billing rates used are reasonable in view of the evidence submitted herewith and have been previously approved by various courts throughout California. A true and correct copy of the 2026 Laffey Matrix is attached hereto as **Exhibit 4**.

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Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (20th Year Attorney)	\$975	15.5	\$15,112.50
Fletcher W. Schmidt (14th Year Attorney)	\$875	49.3	\$43,137.50
Matthew K. Moen (10th Year Attorney)	\$775	58.9	\$45,647.50
Susan J. Perez (6th Year Attorney)	\$600	40.7	\$24,420.00
Humberto Castorena (2nd Year Attorney)	\$450	20.3	\$9,135.00
HLG Firm Paralegals	\$250	8.9	\$2,225.00
Total Lodestar			\$139,677.50

22. Since the initiation of this lawsuit, my firm has expended \$14,273.79 in litigation costs and devoted substantial time to this litigation without receiving any compensation to date. My firm incurred and respectfully requests reimbursement of \$14,273.79 in actual litigation costs which is more than \$5,000.00 *less* than the \$20,000.00 amount preliminarily approved by the Court in the Settlement Agreement.

23. Since undertaking representation of Plaintiff, my firm has devoted substantial time to this litigation without receiving any compensation to date. My firm's efforts include conducting the pre-filing investigation, analyzing Plaintiff's claims, conducting legal research and analysis, reviewing documents and data produced by Defendant, building a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form Settlement Agreement and Class Notice, preparing the Motions for Preliminary and Final Approval, overseeing the notice process, fielding questions from Class Members, and otherwise litigating the case. My firm will also expend future attorney time in attending the hearing on the Motion for Final Approval and overseeing the disbursement process, among other tasks.

24. My firm's previous experience in litigating wage and hour class actions also supports the reasonableness of the fee request. My firm is well-versed in plaintiff and defense-

1 side wage and hour class action litigation and collectively bring more than four decades of
2 wage-and-hour class and representative action litigation experience.

3 25. Plaintiff also requests that the Court approve \$7,490.00 in administration costs to
4 Apex as the Settlement Administrator.

5 26. Here, Plaintiff seeks a Class Representative Enhancement Payment of
6 \$10,000.00 and believes this request is reasonable given Plaintiff's considerable efforts in this
7 case and the risks Plaintiff undertook on behalf of the Class Members. Plaintiff's contributions
8 to this case were extensive. Among other things, Plaintiff searched for relevant documents for
9 use in the lawsuit, provided factual information and relevant documents to his attorneys, held
10 various phone calls with his attorneys to discuss the claims in the lawsuit and Defendant's
11 practices, discussed the status of the case with his attorneys, provided valuable input to his
12 attorneys in preparing for mediation, made himself available for the full day mediation,
13 reviewed the Settlement Agreement with his attorneys, and otherwise assisted his attorneys in
14 moving the case towards resolution. Plaintiff has invested significant time and effort into
15 performing these duties for the benefit of the Settlement Class. Plaintiff's participation directly
16 benefited the Settlement Class, as they would not be receiving compensation absent his decision
17 to pursue these claims. Further, Plaintiff submits that the requested Enhancement Payment is
18 reasonable and fair given that it represents a mere 2.2% of the total GSA.

19 27. I confirm that I do not have any interest or involvement in, and am not affiliated
20 with, the proposed settlement administrator, Apex Class Action Administration.

21 28. I am not aware of any other class, representative, or other collective actions in
22 any other court or jurisdiction that assert claims similar to those asserted in this action on
23 behalf of a class or group of individuals some or all of whom would also be members of the
24 class defined in this action.

25 29. True and correct copies of Plaintiff's submission of the Motion for Final
26 Approval to the LWDA and the LWDA's Confirmation of Receipt are attached hereto as
27 **Exhibit 5.**

1 I declare under penalty of perjury under the laws of the United States and the state of
2 California that the foregoing is true and correct. Executed on July 31, 2026, at El Segundo,
3 California.

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5 Matthew K. Moen
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EXHIBIT 1

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
Susan J. Perez (SBN 329044)
sperez@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

FILED

Superior Court of California
County of Los Angeles

04/13/2026

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE VASQUEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SANTA CLARITA VALLEY
COMMITTEE ON AGING
CORPORATION, dba SCV SENIOR
CENTER, a California nonprofit
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 25STCV06096

*[Assigned for all purposes to the Hon. Laura A.
Seigle, Dept. 17]*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: April 13, 2026

Time: 9:00 a.m.

Dept.: 17

Action Filed: March 4, 2025

Trial Date: None Set

~~PROPOSED~~ ORDER

The Motion of Plaintiff Jose Vasquez (“Plaintiff”) for Preliminary Approval of Class and PAGA Action Settlement came regularly for hearing before this court on April 13, 2026, at 9:30 a.m. The Court, having considered Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement (“Motion”), the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; the proposed Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement” or “Settlement”), attached as Exhibit 1 to the Declaration of Matthew K. Moen in Support of Plaintiff’s Motion; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class and PAGA action settlement as set forth in the Settlement Agreement entered into between Plaintiff and Defendant Santa Clarita Valley Committee on Aging Corp., dba SCV Senior Center (“Defendant”), and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms’-length negotiations conducted after Plaintiff and/or Plaintiff’s counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court’s conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

3. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

All current and former non-exempt employees of Defendant who worked in California at any time between March 4, 2021 through February 13, 2026 (“Class Period”).

1 4. Further, for purposes of the Settlement only, the Aggrieved Employees subject to
2 the proposed PAGA Settlement shall be defined as:

3 All current and former non-exempt employees of Defendant who worked in
4 California at any time between March 4, 2024 through February 13, 2026 (the
5 “PAGA Period”).

6 5. For purposes of the Settlement, the Court designates named Plaintiff Jose Vasquez
7 as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen,
8 and Susan J. Perez of Haines Law Group, APC as Class Counsel.

9 6. The Court designates Apex Class Action Administration as the third-party
10 Settlement Administrator for mailing notices.

11 7. The Court approves, as to form and content, the Court Approved Notice of Class
12 Action and PAGA Settlement and Hearing Date for Final Court Approval (“Class Notice”)
13 attached as Exhibit A to the Settlement Agreement.

14 8. The Court finds that the form of notice to the Settlement Class regarding the
15 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
16 members, constitute the best notice practicable under the circumstances, and constitute valid, due,
17 and sufficient notice to all Class Members. The form and method of giving notice complies fully
18 with the requirements of California Code of Civil Procedure section 382, California Rules of
19 Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

20 9. The Court further approves the procedures for Class Members to opt-out of or
21 object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

22 10. The procedures and requirements for submitting objections in connection with the
23 Final Approval Hearing are intended to ensure the efficient administration of justice and the
24 orderly presentation of any Class Member’s objection to the Settlement, in accordance with the
25 due process rights of all Class Members.

26 11. The Court directs the Settlement Administrator to mail the Class Notice to the
27 Class Members in English and Spanish, in accordance with the terms of the Settlement.

28 12. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60
calendar days’ notice for Class Members to submit disputes, opt-out of, or object to the

Settlement.

13. The Final Approval Hearing on the question of whether the Settlement Agreement should be finally approved as fair, reasonable and adequate is scheduled on August 24, 2026 at 9:30 a.m. in Department SSC-17 of this Court, located at 312 North Spring Street, Los Angeles, CA 90012. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

14. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for an enhancement payment, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its 65% share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

15. Plaintiff's Counsel shall file memoranda, declarations, or other statements and materials in support of the request for final approval of the Settlement and Plaintiff's application for an enhancement payment, settlement administration costs, payment to the LWDA for its share of PAGA penalties, and Class Counsel's attorneys' fees and costs prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

16. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on April 13, 2026):

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than 10 business days after the Court grants preliminary approval:	April 27, 2026
Settlement Administrator to mail the Class Notice to the Class Members no later than 10 business days after receipt of the class data:	May 11, 2026

Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement [60 calendar days after the Class Notice is mailed]:	July 10, 2026
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	At least 16 court days prior to Final Approval Hearing
Final Approval Hearing	August 24, 2026 at 9:30 a.m. 9 a.m.

17. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

18. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

19. In the event the Settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the Settlement, this Order shall be rendered null and void and shall be vacated, and the parties shall revert to their respective positions as of before entering into the Settlement.

IT IS SO ORDERED.

Dated: 04/13/2026



Laura Seigle
Honorable Laura A. Seigle
Judge of the Superior Court
Laura A. Seigle / Judge

EXHIBIT 2

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Los Angeles County Superior Court ▼

Court Case Number *

25STCV06096

Hearing Date *

04/13/2026

Hearing Time *

09:00

HH:MM

Hearing Location *

312 North Spring Street, L

Number of aggrieved employees *

241

Net Amount to Aggrieved Employees *

205010.00

Gross settlement amount *

450000.00

Gross penalty *

50000.00

Penalties to LWDA *

32500.00

Date of proposed settlement *

02/05/2026

Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☒ There are no other PAGA claims which may be affected by this proposed settlement.
- ☐ The proposed settlement may affect other PAGA claims.
- ☐ A Notice of Related Cases has been filed in all related actions.
- ☒ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☒ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf or .xlsx) *

 Exhibit 1 – SC...Executed).pdf

Other Attachment (if any, must be .pdf or .xlsx)

 1. 2026-03-... PA Motion.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

2. 2026-03-...g SCV MPA.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

3. 2026-03-...O SCV MPA.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

4. 2026-03-...O SCV MPA.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

5. 2026-03-...O SCV MPA.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

6. 2026-03-...O SCV MPA.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

7. 2026-03-...O SCV MPA.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

8. 2026-03-...nft of Apex.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

9. 2026-03-...e Escalator.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

10. 2026-03...l Hardship.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

11. 2026-03...ld ISO MPA.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

12. 2026-03...n ISO MPA.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

2026-03-02 ... of Service.pdf

[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to

assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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Previous Page

Submit

From: no-reply@formassembly.com
To: [Jonathan Ramirez](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Monday, March 2, 2026 6:08:21 PM

03/02/2026 06:06:41 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 03/02/2026 06:06:41 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1084031-25

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

Jose Vasquez v. Santa Clarita Valley Committee on Aging Corp., dba SCV Senior Center

		<u>Qty/Price</u>	<u>Amount</u>
1/31/2025	ML Postage for January, 2025.	1 8.16	8.16
	ML Copying cost for January, 2025.	3 0.25	0.75
3/4/2025	ML Filing fee for LWDA: Order #: [REDACTED]	1 75.00	75.00
3/5/2025	ML One Legal's Filing fee for Complaint, Civil Case Cover Sheet, Summons Order #: [REDACTED]	1 1,506.11	1,506.11
3/20/2025	IO One Legal's Notice of Posting of Jury Fees Order #: [REDACTED]	1 179.35	179.35
3/31/2025	ML Postage for March, 2025.	1 13.16	13.16
	ML Copying cost for March, 2025.	71 0.25	17.75
4/18/2025	IO One Legal's Filing fee for: Notice and Acknowledgment of Receipt Order #: [REDACTED]	1 23.44	23.44
5/9/2025	ML First Legal's Filing fee for Amended Complaint Order #: [REDACTED]	1 18.70	18.70
5/28/2025	IO One Legal's Filing fee for: Joint Status Conference Report, Proof of Service (not Summons and Complaint) Order #: [REDACTED]	1 23.44	23.44
5/31/2025	ML Copying cost for May, 2025.	22 0.25	5.50

		<u>Qty/Price</u>	<u>Amount</u>
6/2/2025 ML	Case Anywhere's service fee for 5/21/25-5/31/25 Invoice #: [REDACTED]	1 34.65	34.65
6/9/2025 IO	Steven Mehta Mediation fee for December 15, 2025 mediation Invoice #: [REDACTED]	1 11,000.00	11,000.00
6/11/2025 IO	One Legal's Filing fee for: Notice and Acknowledgment of Receipt Order #: [REDACTED]	1 23.44	23.44
6/30/2025 ML	Copying cost for June, 2025.	5 0.25	1.25
7/1/2025 ML	Case Anywhere's service fee for 6/1/25-6/30/25 Invoice #: [REDACTED]	1 59.00	59.00
8/4/2025 ML	Case Anywhere's service fee for 7/1/25-7/31/25 Invoice #: [REDACTED]	1 59.00	59.00
9/2/2025 ML	Case Anywhere's service fee for 8/1/25 - 8/31/25 Invoice #: [REDACTED]	1 59.00	59.00
10/1/2025 ML	Case Anywhere's service fee for 9/1/25 - 9/30/25 Invoice #: [REDACTED]	1 59.00	59.00
11/3/2025 ML	Case Anywhere's service fee for 10/1/25-10/31/25 Invoice #: [REDACTED]	1 59.00	59.00
12/1/2025 ML	Case Anywhere's service fee for 11/1/25 - 11/30/25 Invoice #: [REDACTED]	1 59.00	59.00
12/31/2025 ML	Copying cost for December, 2025.	1 0.25	0.25
1/2/2026 ML	Case Anywhere's service fee for 12/1/25-12/31/25 Invoice #: [REDACTED]	1 59.00	59.00
1/14/2026 IO	One Legal's Filing fee for: Stipulation and Order, Stipulation and Order, Proof of Service (not Summons and Complaint) Order #: [REDACTED]	1 46.26	46.26
2/2/2026 ML	Case Anywhere's service fee for 1/1/26-1/31/26 Invoice #: [REDACTED]	1 73.00	73.00
3/2/2026 ML	Case Anywhere's service fee for 2/1/26 - 2/28/26 Inv. #: [REDACTED]	1 59.00	59.00
3/3/2026 ML	One Legal's Filing fee for Declaration, Declaration, Declaration, Declaration, Declaration, Proof of Service (not Summons and Complaint) Order #: [REDACTED]	1 87.66	87.66

		<u>Qty/Price</u>	<u>Amount</u>
4/1/2026 ML	Case Anywhere's service fee for 3/1/26-3/31/26 Invoice #: [REDACTED]	1 150.00	150.00
5/1/2026 ML	Case Anywhere's service fee for 4/1/26 - 4/30/26 Invoice #: [REDACTED]	1 59.00	59.00
6/1/2026 ML	Case Anywhere's service fee for 5/1/26-5/31/26 Invoice #: [REDACTED]	1 59.00	59.00
7/1/2026 IO	Case Anywhere's service fee for 6/1/26-6/30/26 Invoice #: [REDACTED]	1 59.00	59.00
Total Costs:			\$13,936.87

EXHIBIT 4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 5