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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION

KODY HORNBURG, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

PACIFICA COMPANIES LLC; PROSPECT
HOSPITALITY LP, and DOES 1 through 50,
inclusive,

Defendants.

Lead Case No. 37-2023-00002433-CU-OE-CTL
[Consolidated with Case No. 37-2023-00020893-
CU-OE-CTL] [Related to Case No. 37-2023-
00023685]

**DECLARATION OF NICHOLAS J.
FERRARO IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: January 10, 2025

Time: 9:30 a.m.

Dept: C-66

Judge: Hon. Wendy H. Behan

Complaint Filed: January 19, 2023

Trial Date: Not Set

1 I, Nicholas J. Ferraro, declare as follows:

2 1. I am counsel of record for Plaintiff Kody Hornburg in this action. I am principal of
3 Ferraro Vega Employment Lawyers and an attorney licensed to practice law in the State of California
4 and in Washington State. I submit this declaration in support of Plaintiff's Motion For Approval Of
5 PAGA Settlement. If called as a witness, I would testify honestly to the below facts based on my
6 personal knowledge. Attached to the Notice Of Lodgment Of Exhibits ("NOL") Filed In Support Of
7 Plaintiff's Motion For Approval Of PAGA Settlement are true and correct copies of the following
8 documents and records:

9 Exhibit 1 Private Attorneys General Act Settlement Agreement

10 Exhibit 2 Joint Stipulation Requesting PAGA Settlement Approval; [Proposed] Order
11 Approving PAGA Settlement and Entering Judgment

12 Exhibit 3 Notice to the LWDA of Proposed PAGA Settlement

13 Exhibit 4 Ferraro Vega Firm Resume

14 Exhibit 5 *Laffey* Matrix

15 Exhibit 6 Brightflag Report: "Hourly Rates in Am Law 100 Firms: Increases and
16 Key Drivers"

17 **Compliance with Labor Code section 2699.3**

18 2. On January 9, 2023, my office submitted written notice to the Labor and Workforce
19 Development Agency on behalf of Plaintiff Hornburg asserting claims for civil penalties under the
20 Private Attorneys General Act using the LWDA's online filing system. A true copy of the PAGA
21 Notice including any amendments is on file with the Court.

22 3. On March 22, 2023, after more than sixty-five days passed without notice from the
23 Defendant or involvement from LWDA, my office filed the operative complaint in this action on behalf
24 of Plaintiff Hornburg.

25 4. On October 29, 2024, prior to filing the Joint Stipulation and this declaration with the
26 Court, my office submitted Notice of Proposed Settlement of this PAGA action to the LWDA
27 electronically using the LWDA's electronic filing system.

5. If the Court signs the Proposed Order Approving the PAGA Settlement under Labor Code § 2699(l)(2) and enters judgment accordingly, I will submit a copy of the Superior Court’s judgment to the LWDA within 10 days using the LWDA’s electronic filing system.

Background

6. ***The Parties.*** Plaintiff Kody Hornburg worked for Prospect Hospitality, dba the La Valencia Hotel, as a Bell and Valet Attendant from July 2019 to July 2022. Plaintiff Mina Lally was employed with Defendants in various non-exempt positions such as bartender, host, server, or busser from 2016 to July 15, 2022. As of September 11, 2024, there were an estimated 364 non-exempt employees who worked 9,561 cumulative pay periods in the PAGA Period.

7. Defendant Pacifica Companies, LLC is a private real estate investment entity. It does not own or operate the La Valencia Hotel where Plaintiffs worked. Pacifica Hosts, Inc., provides management and administrative support for hospitality entities, including Prospect Hospitality LP. It does not own the La Valencia Hotel and did not employ Plaintiffs. Defendant Prospect Hospitality LP dba La Valencia Hotel is the legal entity that employed Plaintiffs. Oasis Outsourcing, LLC is the professional employer organization engaged to provide payroll and human resources services for Prospect Hospitality LP. All of the foregoing are Released Parties solely as it relates to employees at the La Valencia Hotel. Blumberg Decl., ¶¶ 2-4.

8. ***The Dispute.*** Plaintiffs allege a host of wage and hour claims against Defendants, which are set forth in the operative complaint on file with the Court.

9. ***Summary of the Investigation, Litigation, and Informal Discovery.*** In September 2022, Plaintiff Hornburg sought legal advice and counsel regarding employment and payroll issues he perceived was affecting him and his coworkers. As part of that process, my office sent employer statutory records requests under Labor Code §§ 226, 432, and 1198.5 to obtain Plaintiff Hornburg’s employment, payroll, and personnel files. Upon receipt of the records, my office, in conjunction with Plaintiff Hornburg, conducted a thorough investigation regarding the claims, including interviewing Plaintiffs and witnesses, reviewing policies and employment records, accessing publicly available information about Defendant, searching the LWDA website, Pacer, and state court dockets for any related cases, and conducting legal research and analysis.

1 10. On January 9, 2023, my office, on behalf of Plaintiff Hornburg, electronically filed a
2 Notice of Labor Code Violations with the LWDA and sent it by certified mail to Defendants.

3 11. On January 19, 2023, Plaintiff Hornburg filed a Class Action Complaint in San Diego
4 Superior Court. In their Complaint, Plaintiff Hornburg sought Civil Penalties for the following
5 violations: (1) Failure to Pay All Overtime Wages, (2) Failure to Pay All Minimum Wages, (3) Meal
6 Period Violations, (4) Rest Period Violations, (5) Failure to Pay All Sick Leave Wages, (6) Untimely
7 Payment of Wages, (7) Wage Statement Violations, (8) Waiting Time Penalties, (9) Unfair
8 Competition, and (10) Civil Penalties Under the Private Attorneys General Act.

9 12. In May 2023, Kody Hornburg died in a tragic motorcycle accident. On February 23,
10 2024, this Court granted the motion of Plaintiff Mina Lally to intervene in the Hornburg Action as the
11 new class and PAGA representative and also granted Mina Lally's motion to consolidate the Hornburg
12 Action formally with the Lally Action, with the Hornburg Action designated as the Lead Action.

13 13. Thereafter, on April 19, 2023, the Court granted Defendants' Motion to Compel
14 Arbitration, ordering Plaintiff Lally to arbitrate her individual claims, dismissing Plaintiff's class
15 claims, and staying her representative PAGA claims. The Court also Ordered Plaintiff Hornburg's
16 successor in interest to arbitrate his individual claims.

17 14. Thereafter, the Parties conducted an informal exchange of data and information,
18 including, but not limited to, Defendants' policies and data regarding the number of PAGA Members
19 within the PAGA Period, as well as hire dates and last dates of work within the PAGA Period, as
20 applicable, for the PAGA Members. The parties set a mediation date for September 11, 2024, with
21 Tagore Subramaniam, an experienced and respected mediator of wage and hour class and representative
22 actions.

23 15. **Settlement.** The Parties worked diligently after mediation to prepare the Private
24 Attorneys General Act Settlement Agreement and Release ("Settlement Agreement"), a true and correct
25 copy of which is attached in full as Exhibit 1 to the NOL

26 16. On October 29, 2024, my office electronically filed a copy of the settlement agreement
27 with the LWDA. A true and correct copy of the confirmation notice from the LWDA is attached as
28 Exhibit 3 to the NOL.

The Proposed Settlement

17. The settlement covers approximately 364 aggrieved employees who worked for Defendant from January 19, 2022 to November 10, 2024. Settlement Agreement ¶ 4.1.

18. The number of pay periods covered by the settlement is approximately 9,561. Settlement Agreement ¶ 4.1.

19. The estimated Gross Settlement Amount of \$333,334 is distributed as follows under the Agreement Settlement Agreement ¶¶ 3.1 – 3.2:

LWDA Payment	\$139,709.31
Payment to PAGA Employees	\$46,569.77
Enhancement Payment	\$10,000
Attorneys' Fees (33.33%)	\$111,100.22
Litigation Costs	\$18,454.70
Settlement Admin. Costs	\$7,500
Total	\$333,334

20. The following factors support approval of the PAGA settlement:

a. First, though Plaintiffs alleged several strong claims, the number of employees affected was limited and violation rates were somewhat insignificant. Plaintiffs' claims primarily focused on Defendants' alleged failure to pay overtime at the regular rate of pay, off the clock work during meal periods, and meal and rest violations. Plaintiffs alleged that employees clocked out for meal periods but performed work during these meal periods. The meal period records create a presumption that employees were in fact, taking a meal period and not working. Plaintiff would have faced challenges establishing her meal period claims, as well as her rest period and off the clock claim, given the absence of written records supporting their allegations. The primary claim, however, concerned a failure to include all bonuses and commissions in the regular rate of pay, which occurred in a small portion pay periods. Therefore, while these claims were strong, they were limited to a very small number of pay periods.

b. Second, while the litigation could have proceeded with the aforementioned risks, the largest element of damages would have likely been for statutory attorneys' fees as the prevailing party; therefore, the remedial and enforcement mechanisms of the PAGA are better served through this settlement than through additional litigation. Additional litigation would have been costly to

Defendants, time consuming, and likely reduced the amount of assets available to pay any future settlement or judgment.

c. Third, in my experience, the amount offered in settlement is fair, reasonable, and commensurate with other PAGA settlements routinely approved by courts. The gross settlement offers an estimated \$34.86 per pay period (\$333,334/9,561 approximate pay periods).

d. Fourth, the settlement was reached only after Plaintiffs' counsel obtained all the information necessary to conduct a liability exposure analysis. The settlement was negotiated at arm's length by counsel on both sides experienced in PAGA and wage and hour litigation. Negotiations were hard-fought but ultimately resulted in a settlement at the mediation.

e. Fifth, Plaintiffs' counsel focuses entirely on labor and employment litigation, with a particular emphasis on class and PAGA representative cases for wage and hour violations. Plaintiffs' counsel recommends the settlement as fair and reasonable.

f. Sixth, the LWDA was duly notified of the alleged violations when my office submitted the PAGA notice to the LWDA on Plaintiffs' behalf. The LWDA has not intervened nor stated any intent to do so. The absence of LWDA intervention, as a governmental party, supports approval of the settlement.

g. The parties are aware of the existence of the representative PAGA action *Rogers v. Pacifica Companies, LLC et al.*, Case No. 37-2023-00023685, which was filed on June 6, 2023, and which has been deemed related to the Action. It is Defendants' understanding and intention in seeking the Court's approval of this PAGA settlement that such approval will result in the release and dismissal of the pending claims in the *Rogers Action*. Settlement Agreement ¶ 2.7. Based upon the recent California Supreme Court authority in *Turrieta v. Lyft, Inc., Cal. S. Ct. August 1, 2024*), Plaintiff Rogers lacks standing to intervene or object to this settlement. She will, however, be entitled to receive her share of the settlement as an aggrieved employee.

Fees and Costs

21. Pursuant to our attorney client agreement with our client and the terms of the Settlement Agreement our office seeks contingency fees in the amount of 33.33% of the Settlement. Settlement Agreement ¶ 3.21.

22. Additionally, my firm has requested reimbursement of litigation costs as follows:

Category	Costs
OneLegal and Filing Fees	\$1,852.51
Expert Fees	\$6,480.00
Mediation Fees	\$4,377.50
LWDA Filing Fee	\$150.00
Postage	\$47.18
Est. Future Costs	\$250.00
Total	\$13,157.19

Hours Expended

23. Ferraro Vega Employment Lawyers represents employees on a contingency fee basis. Our attorney fee agreement authorizes the recovery of attorneys' fees based on a percentage of the common fund. If a case is unsuccessful, our clients are not obligated to reimburse us for the costs incurred. Therefore, we take on the risk of the case for the benefit of the client and class as a whole. A few of these risks, and a general description of the nature of our contingency practice, follows.

a. Unlike my former practice as a defense attorney, defending companies in class action and other employment lawsuits, plaintiffs' class action attorneys do not get paid by the hour in regular billing cycles. Instead, on every case, there is no recovery unless we win. The cases that are often presented to the Court are cases like this one where there is a successful outcome and resolution, with what can be a substantial recovery of funds. However, for every case with a final approval or settlement order that is successful, there are an equal or greater number of others that result in an unsuccessful outcome. In the wage and hour context, it is not uncommon to have a prior settlement releasing the claims at issue in the case you have filed, an inability of the defendant to pay or resolve the case on a class or PAGA basis, a defendant or its counsels' efforts to settle individually with employees and effectively "gut" the case, merits issues that develop based on strong overlooked factual defenses of the employer, among the usual risks such as the legal challenges in certifying cases as class actions when there is a rampant problem (such as rest breaks) but very little documentary evidence (and the case boils down to conflicting testimony).

b. On these cases, the defendant employer is often represented by the top AmLaw 100 or 200 law firms, or well-established full-service litigation firms with excellent lawyers. The defendant employer often has insurance that covers some aspect of their defense and are often well

1 prepared to handle the litigation. The quality and sophistication of defense representation is typically
2 excellent, with hardworking, motivated associate attorneys. Our formidable adversaries on the
3 opposite side of the aisle have the benefit of non-contingent, hourly work, based on market-based
4 billing rates.

5 c. There is a substantial “non-billable” time investment required in this line of
6 work. A significant portion of my hours, my partner and associates’ hours, and the hours of my legal
7 assistants, law clerks, and other hourly staff, are spent on activities that are what I call “double non-
8 billable.” First, they are not billable because we never charge our clients or potential clients an hourly
9 fee. Second, this work is non-billable because the time will never be submitted to the Court for
10 approval in a class action settlement motion. For example, we do hundreds if not thousands of free
11 consultations each year for employees. Most employees do not have a case and need general advice
12 that ranges from setting an appropriate meeting with the Human Resources Department to voice your
13 issue, to simply advising employees that the actions are not illegal and therefore they have no case.
14 Additionally, we often research and investigate cases, spending upwards of 50-100 hours, only to find
15 out that there is a prior case or settlement in a different county or district, or there is an arbitration
16 agreement that precludes the case altogether, or the company has financial issues. These are a few
17 examples of the time incurred that is never billed or recovered. Our firm must absorb these costs,
18 which is why the contingency practice only works when the risk is appropriately accommodated.

19 d. We must front 100% of the costs associated with the case, as well as our internal
20 overhead. Our firm does not employ litigation financing, so everything is funded through hard work,
21 with our firm taking on all the lending risk. All costs on every case are advanced by my firm without
22 interest. In these cases, we advance all costs of the litigation (which can generally range from \$15,000
23 to more than \$150,000), in addition to covering internal firm costs such as payroll, rent, equipment,
24 insurance, software licenses, research, and other usual law firm overhead, and take on 100% of the risk
25 if the case is unsuccessful. At the outset of a case, you do not know if the defendant is going to settle
26 or if they wish to litigate it for two to five years. In cases worth hundreds of thousands or millions of
27 dollars, defendants often want to drag cases out for years to delay payment.

1 e. The labor and employment attorney market is competitive, and my firm has to
2 compete to retain and hire talented attorneys from the same firms that we go up against, and which
3 have the benefit of non-contingent, hourly billing and payment structures. Defense associates at many
4 of these firms earn a starting salary in excess of \$200,000 with associate salaries increasing in the
5 eighth year to more than \$400,000, before bonuses are earned. *The 2024 salary survey*, CHAMBERS
6 ASSOCIATES, <https://www.chambers-associate.com/law-firms/law-firm-salaries> (last visited Sept. 18,
7 2024); *see also* “Big Law Associate Compensation Soars to \$240k for 1st Years, \$550K for 8th Years,”
8 TaxProf Blog, [https://taxprof.typepad.com/taxprof_blog/2023/12/biglaw-associate-compensation-](https://taxprof.typepad.com/taxprof_blog/2023/12/biglaw-associate-compensation-soars-to-240k-for-1st-years-550k-for-8th-years-.html)
9 [soars-to-240k-for-1st-years-550k-for-8th-years-.html](https://taxprof.typepad.com/taxprof_blog/2023/12/biglaw-associate-compensation-soars-to-240k-for-1st-years-550k-for-8th-years-.html) (Dec. 1, 2023). Partners at these firms earn
10 significantly more. As a public interest, boutique law firm with a focus on retaining talent through the
11 quality of our work, the focus of our work, helping regular people and having a positive impact on
12 corporate policy and compliance, we also need to remain competitive in the market to retain and hire
13 attorneys who always have the opportunity to take their skills to work in defense of companies in these
14 matters.

15 f. Through our fully contingent practice and due to the size of our firm (approx.
16 15 employees), the hours expended in this litigation precluded us from working on other matters. Due
17 to the nature of our practice, we were also precluded from working on hourly, billable cases that did
18 not bear the same risk profile as this one. However, as mentioned, it is our practice to only represent
19 employees in cases like this one, and so we do not solicit hourly billable work but instead are dependent
20 upon the contingency practice entirely.

21 g. As an additional point of reference, this Court may be further aware that the
22 standard contingency fee for personal injury (and other similar litigation) ranges from 33.33% for a
23 prelitigation settlement, to 40% once a lawsuit has been filed, to the upwards of even 50% if the case
24 proceeds through trial. These cases are subject to the private market’s range for contingency fee rates
25 and allow individuals to obtain counsel through the contingency fee model. Class action litigation fees,
26 which are subject to the scrutiny and approval of the court, are well within the low range of these
27 contingency rates that other attorneys and law firms generally charge for single-plaintiff work. This
28

1 supports the fee award here, particularly given the public interest served and number of individuals
2 who benefit from settlements such as these.

3 h. Our view, reflected in the case law, is that the contingency model, tempered by
4 the lodestar multiplier cross-check, helps account for these and other risks. Because there are a lot of
5 sunk time and costs on cases and potential cases that are never filed or never settled, the contingency
6 fee structure is really the backbone of this practice and a core element of access to justice keeping our
7 firm and others like it in business and with the necessary resources to advance the interests of our
8 clients and the public at large in litigation that the Legislature has deemed important and that we believe
9 in.

10 24. Our attorneys' fees are provided for in the Settlement Agreement, which authorizes an
11 attorneys' fee of 33.33% of the settlement fund. Additionally, our fully contingent Attorney-Client
12 Retainer Agreement with our client provides that fees shall be calculated for any class settlement as a
13 percentage of the settlement fund.

14 25. My office worked 82.5 hours on this case, excluding non-billable secretarial and
15 administrative work which includes time spent from the initial investigation, through the pre-filing
16 mediation and pre-filing informal exchange of data and documents, through mediation and settlement
17 and this approval stipulation. This is in addition to the more than 100 hours my co-counsel worked on
18 this case. (See Decl. of Geoff Chackel filed herewith). Together, this results in no lodestar multiplier
19 (i.e., less than 1.0) and is within the range of reasonableness. ¹ *Laffitte v. Robert Half International Inc.*
20 (2016) 1 Cal. 5th 480, 489; *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) ("the
21 Ninth Circuit's presumptively acceptable range [is] 1.0-4.0"); *Vizcaino v. Microsoft Corp.* (9th Cir.
22 2022) 290 F.3d 1043, 1050-1052 (awarding 3.65 multiplier).

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27 ¹ When the optional lodestar cross-check is used, the cross-check "calculation need entail neither mathematical
28 precision nor bean-counting," is not intended to be a "full-blown lodestar inquiry," and "can be performed with a less
exhaustive cataloguing and review of counsel's hours." *Barbosa v. Cargill Meat Solutions Corp.*, 297 F.R.D. 431, 451 (E.D.
Cal. July 2, 2013).

26. Our hourly rate is \$600 per hour, based on the skill and experience of Attorneys Nicholas Ferraro and Lauren Vega. This hourly rate has been approved in the class action approvals listed on our Firm Resume.

27. The reasonableness of these rates is confirmed by comparing them with the rates of other counsel practicing complex and class litigation, as detailed in the National Law Journal Billing Survey. *See e.g. Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates when compared within 21 other firms practicing in the Southern District of California). Moreover, these hourly rates are generally in line with rates prevailing in this community for similar services by lawyers of reasonably comparable skill, experience, and reputation. *See, e.g., Soler v. Cnty. of San Diego*, No. 14cv2470-MMA (RBB), 2021 U.S. Dist. LEXIS 114484, *15 (S.D. Cal. Jun. 18, 2021) (collecting cases and noting that “courts in this District have awarded hourly rates for work performed in civil cases by attorneys with significant experience anywhere in the range of \$550 per hour to more than \$1000 per hour”); *Herring Networks, Inc. v. Maddow*, No. 19-cv-1713-BAS-AHG, 2021 U.S. Dist. LEXIS 23163, *18-21 (S.D. Cal. Feb. 5, 2021) (collecting cases awarding fees based on hourly rates in the range of \$295 to \$943 and concluding that “reasonable rates in this district for those of comparable skill, experience, and reputation” were between \$470 to \$1,150); *Khoja v. Orexigen Therapeutics*, No. 15-cv-00540-JLS-AGS, 2021 U.S. Dist. LEXIS 230105, at *31 (S.D. Cal. Nov. 30, 2021) (holding the lodestar cross-check (which included partner rates of \$925-\$1,100) supported a fee representing 33.3 percent of the common fund). Additionally, San Diego County Superior Court Judge Sturgeon approved our attorneys’ fees based on our submission of an hourly rate set forth on the *Laffey Matrix*’s \$700+ per hour benchmark for attorneys with 8 years of experience in *Belmontez-Carillo v. Metropolitan Area Advisory Committee*, San Diego Sup. Ct. Case No. 37-2019-00054227-CU-OE-CTL (Hon. Eddie C. Sturgeon) (Feb. 23, 2023). Our motion papers in that case asked the Court to cross check our rates (and those of our co-counsel) using the *Laffey Matrix*, an inflation-adjusted methodology of attorney rates for lawyers of varying experience levels first approved by the U.S. Court of Appeals for the District Court of Columbia in *Laffey v. Northwest Airlines, Inc.*, 746 F.2d 4 (D.C. Cir. 1984). The *Laffey Matrix*, for attorneys with up to 8 years’ experience,

provides for a median rate of \$733 per hour. In *Belmontez*, the Court approved the fee motion and final approval motion without discussion or analysis.

28. These rates are further supported by the actual billing rates in the San Diego market. For example, based on publicly available litigation filings from this year, the market rate for employment law attorneys, based on those presently in effect at San Diego's largest law firm by attorney headcount, Procopio, Cory, Hargreaves & Savitch, are as follows: \$710 for Partner and \$510 for Associate (5th Year). Partner and blended rates at other AmLaw 100 law firms are often higher according to a report from a recent methodology. See Exhibit 6 (2024 Am Law 100 Billing Rate Methodology). The high hourly rates reflect increasing overhead, costs of living, attorney costs, inflation, and other pressures. The landscape for contingency attorneys is even more challenging, warranting comparable rates. Our practice operates on a 100% contingent fee basis, whereby we cover the litigation costs for our clients and do not require repayment in the event the case does not result in a prevailing outcome or settlement. We take on the risk of the case and work efficiently and effectively for our clients. Based on these factors and the foregoing information, we respectfully request the Court approve the request for reimbursement of attorneys' fees in this case consistent with the Settlement Agreement.

Experience of Counsel

29. I am counsel of record in more than one dozen wage and hour class and representative actions filed throughout the State of California, in state and federal courts.

30. My law firm has substantial experience handling wage and hour class, FLSA collective, and PAGA actions in California, as well as wage and hour class and collective actions in Washington State, where I am also licensed. Many of the California cases we have handled and been approved as adequate class counsel are listed on our Firm's Resume, attached as Exhibit 4 to the NOL.

31. I have also previously served as defense counsel in numerous class action lawsuits, including through final judgment in *Espinosa v. California College of San Diego, Inc., et al.* (U.S. District Court, S.D. Cal., Case No. 17CV00744 [Hon. Michael M. Anello]).

32. I am a graduate of the University of San Diego School of Law, where I was a member of the *San Diego Law Review* and recipient of a Dean's Honor Scholarship.

1 33. I was admitted to the State Bar of California in 2015 and worked at Simpson Delmore
2 Greene as an attorney. While at this firm I was primarily staffed on employment litigation and
3 counseling matters helping small and large employers.

4 34. In May 2016, I accepted an associate attorney position on the employment law team at
5 the national law firm of Gordon Rees Scully Mansukhani, at its Downtown San Diego office, where I
6 specialized in the defense of wage and hour and employment lawsuits filed by employees.

7 35. In March 2017, I accepted an associate attorney position in the labor and employment
8 department of the Philadelphia-based international law firm of Duane Morris LLP, at its Downtown San
9 Diego office. At Duane Morris, I had a particular focus on the defense of wage and hour class and
10 PAGA actions.

11 36. In August 2018, I voluntarily resigned from Duane Morris to start my own law practice,
12 which I called Ferraro Employment Law (now known as Ferraro Vega Employment Lawyers).
13 Currently, about 90 percent of my practice is dedicated exclusively to prosecuting wage and hour class
14 and representative actions under the California Labor Code, California Private Attorneys General Act,
15 California Business and Professions Code, and the Fair Labor Standards Act. Approximately 10 percent
16 of my practice is dedicated to individual claims involving unpaid wages, wrongful termination,
17 discrimination, harassment, and retaliation claims arising under the California Fair Employment and
18 Housing Act, California Labor Code, and common law. A portion of my practice involves helping
19 businesses comply with California and federal employment laws.

20 37. As a lawyer who focuses exclusively on labor and employment law issues, I have had
21 articles included in various written and online publications, including *California Employment Law*
22 *Letter*, *HR Daily Advisor*, Lexology, and in client alerts and newsletters. I have been asked to speak on
23 wage and hour and employment law issues during classes at the University of San Diego School of Law,
24 San Diego State University, and with the San Diego HR Forum, among other conferences and seminars
25 for clients hosted by my previous law firm employers.

26 38. In November 2022, I presented on wage and hour class and PAGA actions as a guest
27 lecturer in an Employment Law class at the University of San Diego School of Law. In September
28 2021, I helped create and lead a training seminar for the labor standards enforcement attorneys at the

1 California Department of Industrial Relations (DIR) on selected wage and hour litigation and arbitration
2 issues. I have also served as a panelist at the San Diego County Bar Association's 2019 Labor &
3 Employment Law Conference, and again at the San Diego County Bar Association's 2021 Labor and
4 Employment Law Conference.

5 39. I currently serve on the Wage and Hour Committee for the California Employment
6 Lawyers Association and have held prior leadership positions with the Association of Business Trial
7 Lawyers (San Diego) and San Diego County Bar Association (Labor & Employment Law Section).

8 40. In 2022, the *San Diego Business Journal* named me as "Top 100 Leaders in Law" in
9 their annual publication. For the past five years, from 2019 through 2023, Thomson Reuters' Super
10 Lawyers rating service recognized me as a "Rising Star" in the area of Class Actions. This is a
11 marketing honor that is awarded to 2.5 percent of California lawyers under the age of 40. For the years
12 of 2022 and 2023, *Best Lawyers* included me as "The Best Lawyers in America: Ones to Watch" for
13 California labor and employment lawyers.

14 41. Defense counsels are skilled and sophisticated lawyers, with significant class and
15 representative action experience, from a well-established law firm. Defense counsels' defense and
16 counsel to their client throughout this case is reflective of their substantial skill and experience in
17 similar litigation.

18 **Concluding Statements**

19 42. In sum, I believe that the settlement in this case is fair, reasonable, and congruent with
20 the strengths and weaknesses of this case. I respectfully ask that the settlement be approved by the
21 Court.

22 I declare under penalty of perjury under the laws of the State of California and the United States
23 of America that the foregoing is true and correct.

24 Respectfully submitted,

25 Dated: December 12, 2024

Ferraro Vega Employment Lawyers, Inc.

26
27 

28 Nicholas J. Ferraro
Attorney for Plaintiffs

Declaration of Nicholas J. Ferraro
in Support of Plaintiff's Motion For Approval Of PAGA Settlement

Kody Hornburg v. Pacific Companies, LLC, et. al.
Superior Court of San Diego—Central Division
LEAD CASE NO. 37-2023-00002433-CU-OE-CTL

Consolidated for all purposes with: Mina Lally v. Pacifica Companies, LLC, et. al.
Superior Court of San Diego – Central Division
CASE NO. 37-2023-00020893-CU-OE-CTL

Related to: Amanda Rogers v. Pacifica Companies LLC, et. al.
Superior Court of San Diego – Central Division
CASE NO. 37-2023-00023685-CU-OE-CTL

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within-entitled action. My business address is 11440 West Bernardo Court, Suite 300, San Diego, California 92127. On December 12, 2024, I served the within documents, with all exhibits (if any):

**DECLARATION OF NICHOLAS J. FERRARO IN SUPPORT OF PLAINTIFF’S
MOTION FOR APPROVAL OF PAGA SETTLEMENT**

☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Bend, Oregon on this day and addressed to parties listed below.

☐ BY ELECTRONIC COURT FILING AND SERVICE: via One Legal Online Court Services: I served upon the designated recipients via electronic transmission through the One Legal system. Upon completion of said transmission of said documents, a certified receipt is issued to the filing party acknowledging receipt of One Legal’s system. Once One Legal has served all designated recipients, proof of electronic service is returned to the filing party

☒ by transmitting via e-mail or electronic transmission the document(s) listed above to the individual(s) below at the e-mail address(es) set forth below.

☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 6:00 p.m. A copy of the transmission report issued by the transmitting facsimile machine is attached hereto.

☐ by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill for standard overnight delivery to, and causing the envelope to be delivered to an agent for delivery.

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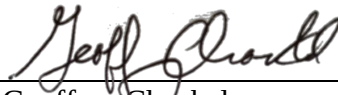
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I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in this affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 12, 2024, at San Diego, California.


Geoffrey Chackel