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Attorneys for Plaintiff Mark Hardiman

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF BUTTE

MARK HARDIMAN, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

JOY SIGNAL TECHNOLOGY LLC, an Ohio
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 23CV03426

**DECLARATION OF MANNY STARR IN
SUPPORT OF PLAINTIFFS' MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT**

Date: February 26, 2026

Time: 9:00 a.m.

Dept.: 1

Action Filed: December 8, 2023

Trial Date: None Set

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1. I am an attorney at law duly admitted to practice before all courts in the State of California and am the managing partner of Frontier Law Center. I am one of the attorneys of record for Plaintiff Mark Hardiman (“Hardiman”), on behalf of himself and all aggrieved employees, in the above-entitled action. I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

3. The Parties further recognize that the issues presented in the Representative PAGA Claims are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits.

4. I have substantial experience in class action and PAGA litigation, particularly in the area of employment law. Over the course of my legal career, I have represented thousands of plaintiffs in employment law litigation, both on an individual and class action basis.

6. The PAGA case settled for Five Hundred Thousand Dollars (\$500,000.00), which is an excellent result given the inherent risks of litigation, and in light of the facts of this case.

7. The Settlement represents a fair, adequate, and reasonable compromise amount for these claims and is in the best interest of Plaintiff and Aggrieved Employees and thus, warrants approval.

8. The PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable to Defendant, Plaintiff, and the State, especially in light of the current economic climate, and are the product of good faith, and informed arms-length negotiations between the Parties consistent with public policy and fully comply with applicable provisions of law.

9. Plaintiff and each Aggrieved Employee shall receive a portion of the Aggrieved Employee Payment on a pro-rata basis by the ratio of (i) the number of pay periods worked by the Aggrieved Employee during the release period and (ii) the total number of pay periods worked by all Aggrieved Employees during the release period. The average Aggrieved Employee will receive \$199.56.

10. Considering the general risks of litigation, such as the time-value of money, degradation of witness memory over time, inability to find witnesses, etc., Plaintiff is confident that he has achieved an excellent result for the Aggrieved Employees.

11. The stated purpose of PAGA is to punish and deter, and PAGA's purpose is effectuated by way of this settlement, with Defendant paying out a sum total of \$500,000 in conjunction with this lawsuit. Therefore, the total amount attributed to PAGA penalties under this settlement is fair and reasonable.

12. This settlement will be uploaded onto the LWDA website at the time of filing the Motion pursuant to the requirement under Labor Code section 2699(s)(2).

ATTORNEY'S EXPERIENCE

13. I have spent significant time researching and pursuing the claims that have been alleged in this action. The Parties engaged in a significant amount of informal discovery and engaged experts. The parties engaged in arm's length negotiations through an experienced employment law mediator. Based on my review of all the documents and information and based

1 on my experience in complex class and representative employment litigation, I believe this
2 settlement to be fair, adequate, and reasonable.

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

9 15. In terms of my experience in this field, I have been named as Class Counsel in
10 several Class Actions, and have been lead counsel in numerous representative PAGA settlements
11 that have been granted approval, including the following:

12 a. *Joshua Albright, et al. v. Loma Linda Shared Services*, Case No.

13 CIVDS1818361: Class action and PAGA case involving failure to pay wages,
14 meal and rest break violations, and failure to indemnify work related expenses;
15 \$600,000.00 settlement; final approval granted;

16 b. *Tri Nguyen v First Alarm Security & Patrol, Inc.*, Case No. 18CV332369:
17 class action and PAGA case on behalf of security guards involving various wage
18 and hour issues; \$7,250,000 settlement; final approval granted;

19 c. *Ronnie McNeal v. Platinum Security, Inc.*, Case No. 19STCV05709:
20 PAGA action on behalf of security guards involving meal and rest break
21 violations and failure to pay wages in a timely manner; \$300,000 settlement;
22 PAGA settlement approved;

23 d. *Mervyn Cole v. Saucey, Inc.*, Case No. BC707895: class action and PAGA
24 case involving misclassification of employees and other wage and hour issues;
25 \$590,000 settlement; final approval granted;

1 e. *James Rushing v. Security Intelligence Specialist Corporation*, Case No.
2 18-civ-1808, class action and PAGA case on behalf of security guards for breaks
3 and wage statement violations; \$480,000 settlement; final approval granted;

4 f. *Anthony Gaines, et al. v. Triple Canopy, Inc.*, 1 Case No. 9CV345169, class
5 action and PAGA case on behalf of approximately 550 security guards relating to
6 meal and rest break violations and other wage and hour issues; \$2,300,000
7 settlement; final approval granted;

8 g. *Veronica Espinoza v. Sharp HealthCare*, Case No. 37-2018-00034031-
9 CU-OE-CTL, class action and PAGA case on behalf of hospital employees
10 relating to meal and rest break violations, among other things; \$2,125,000
11 settlement; final approval granted;

12 h. *Wendy Navarro Garcia v. Widdicombe Enterprises, Inc.*, Case No. 30-
13 2021-01235358-CU-OE-CXC: Class action and PAGA case involving failure to
14 provide compliant meal and rest breaks, failure to pay overtime at the correct
15 regular rate, failure to provide accurate itemized wage statements, and failure to
16 pay all wages due at time of termination; \$1,200,000 settlement; final approval
17 granted;

18 i. *Samuel Nudelman v. Heartland Steel Products West LLC*, Case No. STK-
19 CV-UOE-2022-0003348: Class action and PAGA case involving failure to pay
20 overtime at the correct regular rate, unpaid meal and rest period premiums, failure
21 to provide compliant off-premises meal and rest periods, and failure to provide
22 compliant wage statements; \$1,032,500 settlement; final approval granted;

23 j. *Renee Bullock v. Atria Management Company, LLC, et al.*, Case No.
24 CU22-086285: PAGA case involving failure to provide compliant meal and rest
25 breaks, failure to properly account for non-discretionary bonuses in the regular
26 rate of pay for calculating overtime, failure to provide accurate itemized wage
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1 statements, and failure to pay all wages due at time of termination; \$1,695,000
2 settlement; PAGA approval granted;

3 k. *Robert Anthony Gonzalez v. Golden Gate Bell, LLC*, Case No. MSC21-
4 00956: Class action and PAGA case involving off-the-clock work, failure to
5 reimburse expenses, failure to provide reporting time pay, meal and rest break
6 violations, and various wage statement and penalty claims; \$4,500,000 settlement;
7 final approval granted; and

8 l. *Raul Antonio Castro v. Clay Lacy Aviation, Inc.*, Case No.
9 21VECV00304: PAGA case involving various wage and hour violations;
10 \$760,000 settlement; PAGA approval granted.

11 16. Plaintiff's counsel's rates are reasonable market rates in Southern California and
12 have been reasonably incurred in connection with this litigation.

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14 I declare under penalty of perjury under the laws of California that the above is true and
15 correct. Executed on January 8, 2026, in Woodland Hills, California.

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17 DATED: January 26, 2026

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19 /s/ Manny Starr
20 MANNY STARR
21 Attorney for Plaintiff Mark
22 Hardiman
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