

1 Neil M. Larsen, Esq. (SBN 276490)
2 neil@abramsonlabor.com
3 Jennifer Rivera, Esq. (SBN 353268)
4 jennifer.r@abramsonlabor.com
5 **ABRAMSON LABOR GROUP**
6 1700 W. Burbank Blvd.
7 Burbank, California 91506
8 Tel: (213) 493-6300
9 Fax: (213) 723-2522

6 Manny Starr (319778)
7 manny@frontierlawcenter.com
8 **FRONTIER LAW CENTER**
9 6200 Canoga Ave., Suite 470
10 Woodland Hills, CA 91367
11 Telephone: (818) 914-3433
12 Facsimile: (818) 914-3433

11 Attorneys for Veronica Luna,
12 individually and on behalf of all others similarly situated

13 **IN THE SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15 VERONICA LUNA, individually and on behalf
16 of all others similarly situated,

17 Plaintiff,

18 v.

19 C&W FACILITY SERVICES, INC.; and DOES
20 1 through 100,

21 Defendants.

Case No. 24LBCV01176

**DECLARATION OF MANNY STARR IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
SETTLEMENT**

Date: December 18, 2025

Time: 8:20am

Dept: J4

22
23 **DECLARATION OF MANNY STARR**

24 I, Manny Starr, declare as follows:

25 1. I am an attorney law duly admitted to practice before all courts in the State of
26 California and am the managing partner of Frontier Law Center. I am one of the attorneys of record
27 for Plaintiff Veronica Luna ("Plaintiff"), on behalf of herself and all other similarly situated and
28 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.

THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

2. I have substantial experience in class action 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.

3. Based on my experience, I believe that the settlement reached in this matter is fair, reasonable, and adequate.

4. This case settled for \$1,130,000.00, which is an excellent result given the inherent risks of litigation, and in light of the facts of this case.

5. The settlement for each Class Member is fair, reasonable, and adequate, given the inherent risks of litigation, including the substantial risks relative to class certification, and the costs of pursuing such litigation, discussed further below.

ATTORNEY'S EXPERIENCE

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

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

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

- a. *Joshua Albright, et al. v. Loma Linda Shared Services*, Case No. CIVDS1818361: Class action and PAGA case involving failure to pay wages, meal and rest break violations, and failure to indemnify work related expenses; \$600,000.00 settlement; final approval granted;
- b. *Tri Nguyen v First Alarm Security & Patrol, Inc.*, Case No. 18CV332369: class action and PAGA case on behalf of security guards involving various wage and hour issues; \$7,250,000 settlement; final approval granted;
- c. *Ronnie McNeal v. Platinum Security, Inc.*, Case No. 19STCV05709: PAGA action on behalf of security guards involving meal and rest break violations and failure to pay wages in a timely manner; \$300,000 settlement; PAGA settlement approved;
- d. *Mervyn Cole v. Saucey, Inc.* Case No. BC707895: class action and PAGA case involving misclassification of employees and other wage and hour issues; \$590,000 settlement; final approval granted;
- e. *James Rushing v. Security Intelligence Specialist Corporation*, Case No. 18-civ-1808, class action and PAGA case on behalf of security guards for breaks and wage statement violations; \$480,000 settlement; final approval granted;
- f. *Anthony Gaines, et al. v. Triple Canopy, Inc.*, 1 Case No. 9CV345169, class action and PAGA case on behalf of approximately 550 security guards relating to meal and rest break violations and other wage and hour issues; \$2,300,000 settlement; final approval granted;
- g. *Veronica Espinoza v. Sharp HealthCare*, Case No. 37-2018-00034031-CU-OE-CTL, class action and PAGA case on behalf of hospital employees relating to meal and rest break violations, among other things; \$2,125,000 settlement; final approval granted;
- h. *Wendy Navarro Garcia v. Widdicombe Enterprises, Inc.*, Case No. 30-2021-01235358-CU-OE-CXC: Class action and PAGA case involving failure to provide compliant meal and rest breaks, failure to pay overtime at the correct

regular rate, failure to provide accurate itemized wage statements, and failure to pay all wages due at time of termination; \$1,200,000 settlement; final approval granted;

- i. *Samuel Nudelman v. Heartland Steel Products West LLC*, Case No. STK-CV-UOE-2022-0003348: Class action and PAGA case involving failure to pay overtime at the correct regular rate, unpaid meal and rest period premiums, failure to provide compliant off-premises meal and rest periods, and failure to provide compliant wage statements; \$1,032,500 settlement; final approval granted;
- j. *Renee Bullock v. Atria Management Company, LLC*, et al., Case No. CU22-086285: PAGA case involving failure to provide compliant meal and rest breaks, failure to properly account for non-discretionary bonuses in the regular rate of pay for calculating overtime, failure to provide accurate itemized wage statements, and failure to pay all wages due at time of termination; \$1,695,000 settlement; PAGA approval granted;
- k. *Robert Anthony Gonzalez v. Golden Gate Bell, LLC*, Case No. MSC21-00956: Class action and PAGA case involving off-the-clock work, failure to reimburse expenses, failure to provide reporting time pay, meal and rest break violations, and various wage statement and penalty claims; \$4,500,000 settlement; final approval granted; and
- l. *Raul Antonio Castro v. Clay Lacy Aviation, Inc.*, Case No. 21VECV00304: PAGA case involving various wage and hour violations; \$760,000 settlement; PAGA approval granted.

I declare under penalty of perjury under the laws of California that the above is true and correct. Executed on October 14, 2025, in Woodland Hills, California

Signed by:

MANNY STARR
Attorney for Plaintiff