

JUSTICE FOR WORKERS, P.C.
William C. Sung SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu SB# 335127
E-Mail: tluu@justiceforworkers.com
9575 Bolsa Ave
Westminster, CA 92683
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiff LOAN PHU

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

LOAN PHU, an individual and on behalf of all
others similarly situated;

Plaintiff,

vs.

MICROVENTION, INC., a Delaware
corporation; and DOES 1 through 50,

Defendants.

Case No.: 30-2024-01376392-CU-OE-CXC

[Assigned for All Purposes to:
Hon. David A. Hoffer, Dept. CX103]

**DECLARATION OF WILLIAM C. SUNG
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEY'S
FEES AND COSTS, AND SERVICE
PAYMENTS**

(Filed concurrently with Motion for Final
Approval; Supporting Declarations; and
[Proposed] Judgment and Order)

DATE: August 3, 2026

TIME: 1:30 p.m.

DEPT: CX103

Reservation ID: Per April 2, 2026 Court Order

Action Filed: January 29, 2024

Trial Date: Not Set

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been admitted
3 to practice before this Court. I am an attorney with the law firm of Justice for Workers, P.C., counsel of
4 record for Plaintiff Loan Phu (“Plaintiff”) in this action. I have personal knowledge of the matters stated
5 herein and if called and sworn as a witness, I would and could competently testify under oath thereto.

6 2. Enclosed as **Exhibit 1** is a true and correct copy of the Class Action and PAGA
7 Settlement Agreement (the “Agreement”).

8 3. Enclosed as **Exhibit 2** is a true and correct copy of the Amendment to the Action and
9 PAGA Settlement Agreement (the “Amendment”).

10 **THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE**

11 4. In connection with mediation, the Parties engaged in extensive informal discovery.
12 Defendant produced (1) class and PAGA statistics, including the number of Class Members, formerly
13 employed Class Members, Aggrieved Employees, Class Workweeks, and PAGA Pay Periods; (2) a
14 random 20% sampling of time and payroll records of Class Members; (3) Defendant’s employee
15 handbooks and standalone policy documents; and (4) Plaintiff’s personnel records and time and payroll
16 records.

17 5. In preparation for mediation, Plaintiff’s counsel worked with an expert data analyst and
18 conducted a comprehensive analysis and extrapolation of the payroll and timekeeping data produced by
19 Defendant to create a detailed exposure analysis for all claims at issue. This discovery and analysis
20 allowed the Parties to assess the merits and value of Plaintiff’s claims, the chances of certification of
21 Plaintiff’s claims, and Defendant’s potential defenses.

22 6. On May 13, 2025, the Parties participated in a full-day mediation with Daniel Turner,
23 Esq. a well-respected wage and hour class action mediator. During mediation, the Parties vigorously
24 debated their opposing legal positions, the likelihood of certification of Plaintiff’s claims, and the legal
25 basis for the claims and defenses. The Parties reached a tentative class and PAGA settlement at the
26 mediation. The Parties then finalized the terms of the Settlement and executed Agreement now before
27 the Court.

28 ///

7. Based on the data provided by Defendant and with the assistance of its expert data analyst, Class Counsel performed a comprehensive damage analysis and calculated a range of potential damages and penalties. As discussed in detail in Plaintiff's Motion for Preliminary Approval, Class Counsel estimated that the potential realistic recovery for the Class would be approximately \$1,776,599.66. The proposed Settlement of the original Gross Settlement Amount of \$1,180,000.00 represented approximately 66.42% of the reasonably forecasted recovery for the Class. Final approval is appropriate since the Settlement will provide significant monetary relief to the Class, which is consistent with what Class Counsel believe could have been recovered had the case proceeded through trial.

ATTORNEY QUALIFICATIONS

8. My qualifications are as follow: I received my J.D. from the University of Southern California Gould School of Law in 2011. During law school, I served as the Senior Content Editor on the Southern California Law Review where I published the article: *Taking the Fight Back to Title VII: A Case for Redefining “Because of Sex” to Include Gender Stereotypes, Sexual Orientation, and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel of JM Eagle; and participated in the law school’s Employer Legal Advice Clinic.

9. After passing the California Bar in December 2011, I began practicing management-side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP. In 2013, I began focusing my practice at Lewis Brisbois on representing employers in wage and hour class and PAGA action lawsuits. In January 2017, I was elevated to the position of Partner and Vice Chair of Lewis Brisbois' Wage & Hour Class Action Practice Group. In November 2020, I was elevated as the Co-Chair of Lewis Brisbois Wage & Hour Class Action Practice Group, becoming one of the youngest attorneys to chair a practice group at the firm. In January 2022, I was voted in as an equity partner, becoming one of the youngest equity partners and the third Asian-American equity partner in the history of this 1,500-attorney firm. During my tenure as a wage and hour class action defense attorney, I represented employers in over 80 wage and hour class and/or PAGA action lawsuits.

///

10. In July 2023, I joined Justice for Workers, P.C. (“JFW”) and began heading its Complex Litigation Practice Group where I focus my practice on representing employees in wage and hour class and PAGA action lawsuits. In my current practice at JFW, I serve as the lead plaintiff’s counsel on over 100 pending class and/or PAGA actions. In addition to this matter, my team and I have resolved over 70 other class and/or PAGA actions at mediation. The following are cases in which I have received final approval of class action settlement and I was appointed as class counsel: *Chelsey Richardson, et al. v. Telecare Corporation*, Stanislaus County Superior Court Case No. CV-24-006292, final approval of class/PAGA settlement granted on June 1, 2026; *Juan Carlos Castellanos v. MG Drywall Construction, Inc.*, Los Angeles Superior Court Case No. 24STCV03488, final approval of class/PAGA settlement granted on May 27, 2026; *Doris Nathan v. The Muller Company, LLC*, Los Angeles Superior Court Case No. 23STCV24395, final approval of class/PAGA settlement granted on April 30, 2026; *Cody Yandell v. Iron Delta Security*, Los Angeles Superior Court Case No. 24STCV07830, final approval of class/PAGA settlement granted on April 27, 2026; *Darcy Nuber v. Fever Labs, Inc.*, Los Angeles Superior Court, Case No. 23STCV21796, final approval of class/PAGA settlement granted on March 30, 2026; *Cesar Tate v. St. Distributing Co., LLC*, Los Angeles Superior Court Case No. 23STCV22743, final approval of class/PAGA settlement granted on February 11, 2026; *Andrew Carmona v. Western Holdings Group dba Los Angeles Property Management Group*, Los Angeles Superior Court, Case No. 23STCV24028, final approval of class/PAGA settlement granted on January 29, 2026; *Poul Bedri v. City of Hope National Medical Center*, Los Angeles Superior Court, Case No. 23STCV23713, final approval of class/PAGA settlement granted on January 28, 2026; *Irene Eunhee Ikuta v. TAKEE International, Inc.*, Los Angeles Superior Court, Case No. 23STCV21120, final approval of class/PAGA settlement granted on January 22, 2026; *Amourafina Burton v. Trove Recommerce, Inc.*, San Mateo Superior Court, Case No. 23-CIV-06108, final approval of class/PAGA settlement granted on January 9, 2026; *Shayne Werber v. Teleferic Barcelona*, Los Angeles Superior Court Case No. 23STCV25517, final approval of class/PAGA settlement granted on December 17, 2025; *Linda Salazar Ayala v. Applied Membranes, Inc.*, San Diego Superior Court Case No. 37-2023-00054420-CU-OE-CTL, final approval of class/PAGA settlement granted on December 5, 2025; *Justin Le, et al. v. Dragonfly Tea Bar LLC, et al.*, Los Angeles Superior Court Case No. 23STCV26247, final approval of class/PAGA settlement

1 granted on October 29 2025; *Ryan Lukman v. Safe Haven Security Services, LLC*, Riverside County
2 Superior Court, Case No. CVRI2400777, final approval of class/PAGA settlement granted on October 1,
3 2025; *Amaya Nelson v. Clair Global Corp.*, Los Angeles Superior Court, Case No. 24STCV14597, final
4 approval of class/PAGA settlement granted on May 22, 2025; *Jose Regalado v. United Markets*, Marin
5 County Superior Court Case No. CV0001169, final approval of class/PAGA settlement granted on
6 August 29, 2025; *Mushfiqur Chowdhury v. CWT US, LLC*, Los Angeles Superior Court Case No.
7 23STCV25373, final approval of class/PAGA settlement granted on August 22, 2025; *Pedro Hernandez*
8 *v. Edmund A. Gray Co.*, Los Angeles Superior Court Case No. 24STCV04118, final approval of
9 class/PAGA settlement granted on August 19, 2025; *Alexis Bartram v. Lakeshore Learning Materials,*
10 *LLC*, Los Angeles Superior Court Case No. 23STCV21174, final approval of class/PAGA settlement
11 granted on July 3, 2025; *Randall Bachman v. Geodis Logistics LLC*, Riverside Superior Court, Case No.
12 CVRI2400956, final approval of class/PAGA settlement granted on June 25, 2025; *Eric Echeverria v.*
13 *Fireclay Tile Inc.*, San Benito Superior Court Case No. CU-23-00249, final approval of class/PAGA
14 settlement granted on May 7, 2025; *Norma Borquez v. Smart Metals Recycling LLC*, Yolo Superior
15 Court Case No. CV2024-0050, final approval of class/PAGA settlement granted on April 4, 2025; *Juan*
16 *Hinojos Campos v. Applied Technology Group, Inc.*, Kern Superior Court Case No. BCV-23-103067,
17 final approval of class/PAGA settlement granted on March 11, 2025; *Dennisha Lampkin v. Sunstates*
18 *Security, Inc.*, Riverside Superior Court Case No. CVRI2305600, final approval of class/PAGA
19 settlement granted on December 18, 2024.

20 11. Tiffany L. Luu, Esq.'s primary practice has been employment law throughout her entire
21 legal career. Ms. Luu handled a number of wage and hour matters, including individual actions and class
22 and/or PAGA actions, on behalf of plaintiffs and defendants. Ms. Luu received her J.D., cum laude,
23 along with her Master of Dispute Resolution, from the Pepperdine University Rick J. Caruso School of
24 Law in 2020. Ms. Luu practiced as a labor and employment associate for the next 3 years representing
25 employers in wage and hour class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith
26 LLP and Fisher & Phillips LLP. In January 2024, Ms. Luu joined JFW and as an associate in the
27 Complex Litigation Practice Group, where she focuses her practice on representing employees in wage
28 and hour class and PAGA action lawsuits. Ms. Luu has been appointed as class counsel in all of the

1 cases referenced above.

2 **THE RISKS INHERENT IN CONTINUED LITIGATION FAVOR FINAL APPROVAL**

3 12. Here, Defendant has presented defenses to all of Plaintiff's claims and theories of
4 liability. For example, Plaintiff contended that Defendant failed to factor in non-discretionary incentive
5 compensation into the regular rate of pay for overtime, meal period premium, and paid sick leave. In
6 response, Defendant argued Shift Differentials were a bonus calculated as a percentage of total earnings,
7 including overtime pay, and therefore provide the "simultaneous payment overtime compensation due
8 on the bonus" and need not be factored into the regular rate. Defendant further argued that other types of
9 incentives were either excluded from the regular rate because they qualify as employer payments for
10 medical and dental insurance or are discretionary in nature.

11 13. Plaintiff claimed that Class Members sometimes were unable to take compliant meal
12 periods because of operational needs. Defendant countered that it maintained compliant meal period
13 policies and practices throughout the Class Period and always provided compliant meal periods in line
14 with those policies. Defendant pointed to the fact that it paid approximately 2,540 meal period premiums
15 totaling \$75,035 during the Class Period as evidence of its superior meal period compliance practices.
16 As such, Defendant maintained Plaintiff's meal period claim is not suited for class certification since
17 individual inquiries would predominate.

18 14. Plaintiff claimed that Class Members sometimes were unable to take compliant rest
19 periods because of operational needs. Sung Defendant countered that it maintained compliant rest period
20 policies and practices and provided compliant rest periods in line with those policies. Defendant further
21 maintained Plaintiff's rest period claim is not suited for class certification since individual inquiries
22 predominated.

23 15. As to Plaintiff's derivative claims for wage statement and waiting time penalties,
24 Defendant argued that it possessed strong, good faith defenses to Plaintiff's underlying claims and these
25 claims cannot meet the willfulness standard in Labor Code § 203 or the knowing and intentional
26 standard in Labor Code § 226(e). Defendant relied on the California Supreme Court decision in *Naranjo*
27 *v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1065, which held that an employer's good-
28 faith defenses precludes a "willfulness" finding under Labor Code § 203 and a "knowing and

1 intentional” finding under Labor Code § 226(e) for the imposition of penalties.

2 16. The PAGA cause of action is similarly derived from underlying claims for unpaid wages
3 and meal and rest period premiums. In addition to Defendant’s defenses on the merits as discussed
4 above, Defendant also asserted that the Court would drastically reduce any award of PAGA penalties as
5 “confiscatory.”

6 17. The risks of this case were weighed by Class Counsel and should be considered a
7 significant factor by the Court in its determination of final approval. Class Counsel obtained a very
8 substantial settlement for the Class that resulted in a fair recovery which at the same time provides for
9 finality and no risk of costs by the Class Members or the Class Representative. The Settlement also
10 affords the Class prompt, fair relief, while avoiding significant legal and factual battles that otherwise
11 may have prevented the Class from obtaining any recovery at all.

12 18. While Class Counsel believe the Class Members’ claims are meritorious and can be
13 successfully litigated, they are experienced and fully understand the inherent risks and uncertainty
14 involved with such matters as the resolution of class certification, the outcome of a potential trial, and
15 the outcome of any appeals that would inevitably follow should the Class prevail at trial. Class Counsel
16 have also assessed the same risks in connection with the current settlement. Because the Settlement
17 provides immediate and substantial relief, without the attendant risks and delay of continued litigation—
18 not to mention the threat of litigation fees and costs—Class Counsel believe that the Settlement warrants
19 the Court’s final approval.

20 19. Based on my experience in litigating and resolving class and PAGA representative
21 actions, I believe the Settlement is fair, reasonable, and adequate, and in the best interest of the Class as
22 a whole. Similarly, counsel for Defendant is in favor of this Settlement.

23 **THE REQUESTED ATTORNEY’S FEES AND COSTS SHOULD BE APPROVED**

24 20. In assessing the reasonableness of the billing rates for the attorneys at Justice for
25 Workers, P.C., the firm refers to the “Laffey Matrix” to set hourly billing rates. *See*
26 <http://www.laffeymatrix.com>. The Laffey Matrix is a fee schedule used by many courts throughout the
27 United States, including some California state courts and federal district Courts. The Laffey Matrix is a
28 well-established objective source that California courts have relied on in assessing hourly rates since

2005. See *In Re HPL Technologies, Inc. Securities Litigation* (N.D. Cal. 2005) 366 F.Supp.2d 912, 921 (confirming use of the Laffey Matrix adjusted to account for locality pay differentials); *Rubalcaba v. Albertson's, LLC* (Cal. Super. Ct. May 25, 2017) No. BC528755, 2017 WL 4330597, at *4 (reversed on other grounds). When comparing the billing rates for attorneys at Justice for Workers, P.C. with the Laffey Matrix, the attorneys either bill at or below the rate for similarly skilled and tenured legal professionals.

21. As of the execution of this Declaration, attorneys at Justice for Workers, P.C. incurred lodestar totaling \$157,520.00 and 196.1 attorney hours in this matter. I have reviewed my firm's lodestar and time and task logs in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. Enclosed as **Exhibit 3** are the Time and Task Logs of William C. Sung and Tiffany L. Luu.

22. Thus, Class Counsel's requested fee award of \$354,000.00 represents a **2.25** lodestar multiplier against their lodestar of \$157,520.00. Class Counsel' lodestar is itemized in the following table:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (15 th Year Attorney)	\$1,019	\$900	141.90	\$127,710.00
Tiffany L. Luu (5 th Year Attorney)	\$625	\$550	54.20	\$29,810.00
		TOTAL	196.1	\$157,520.00

23. The work performed by Class Counsel include, but are not limited to, meetings with Plaintiff regarding Plaintiff's work experience and status of the litigation, mediation, settlement, and settlement approval; extensive research and analysis into Defendant's corporate background and litigation history and liability theories; research and opposing Defendant's Demurrers; review and analysis of significant amount of documents produced by Defendant via informal pre-mediation production; extensive telephonic and written meet and confer conferences with Defendant's counsel regarding pleadings motions, case management, mediation, settlement documents, and settlement approval; analyzing and recreating Defendant's regular rate analysis based on Plaintiff's records; preparation and submission of Plaintiff's PAGA Notice; drafting three complaints; preparation of joint

1 reports and attentions of status conferences; drafting written discovery requests; working with an expert
2 data analyst to analyze the records and preparation of a damages model; research and drafting of
3 Plaintiff's mediation brief and participation in mediation; negotiating multiple drafts of the
4 Memorandum of Understanding, Agreement, Amendment and attachments thereto; research,
5 preparation, finalization, and filing Motion for Preliminary Approval, Motion for Final Approval, and
6 accompanying filings; preparing for and attending hearings on these Motions; and overseeing the notice
7 administration process and distribution of funds; communications with Class Members regarding the
8 Settlement, notice administration, and settlement approval.

9 24. Additionally, Class Counsel estimate they will devote no less than 10 hours, although
10 likely more time, to additional tasks, which are hours not included in the foregoing lodestar total. These
11 additional hours will include time spent to obtain and monitor approval of the Settlement and requested
12 awards, oversee the settlement administration process and distribution of funds, respond to inquiries
13 from Class Members, and communicate with Plaintiff regarding the case.

14 25. In reaching this Settlement, Class Counsel carefully considered the strength of the case
15 versus the amount offered in settlement, as well as the risk, expense, and complexity of maintaining
16 class certification through trial. While Class Counsel is confident about the strength of Plaintiff's claims,
17 they recognize that Defendant has factual and legal defenses that, if successful, would potentially defeat
18 or substantially impair the value of the lawsuit.

19 26. Thus, continuing to litigate this action would require continued and extensive resources
20 coupled with significant court time to proceed through contested certification, trial, and post-trial
21 motions, which can often take years. Furthermore, wage and hour litigation is complex and expensive,
22 as it often necessitates extensive expert testimony, particularly with regards to damages. But even if
23 Plaintiffs were successful at trial, Class Counsel are acutely aware that a judgment does not end the
24 litigation, and they fully expect that Defendant would likely appeal any judgment. Having litigated every
25 stage of complex wage and hour actions, including trying a class action to verdict, litigating motions for
26 class certification and summary judgment, and briefing and arguing appeals before appellate courts,
27 Class Counsel are acutely aware of these risks.

28 ///

1 27. All of the cases Justice for Workers accepts and works on are on a contingency basis. My
2 firm does not charge any upfront fees or receive any unless and until the case is either settled or resolved
3 through judgment. My firm invests money in the form of attorney and staff salaries and cost advances
4 including those related to filing fees, depositions, mediations, experts, trial preparation, and trial. As
5 such, there is a tremendous financial risk involved in all of the cases my firm take. This case was no
6 exception.

7 28. Traditionally, employment litigation plaintiffs are unable to pay their attorneys on an
8 hourly basis and thus can obtain representation only if they can find counsel who are willing to accept
9 their case on a contingent basis and agree to advance either all or a significant portion of the costs. At
10 the same time, most plaintiff's attorneys are neither able nor willing to accept such contingent cases
11 unless they can anticipate that they will recover a fee greater than they would have recovered if paid on
12 an hourly basis if they prevail after time-consuming and expensive litigation. Plaintiff's attorneys,
13 especially in class actions, face the risk that even if they are successful in litigating a case through trial,
14 that Defendant could be judgment-proof, raising the possibility that Class would receive no payment at
15 all.

16 29. Finally, in taking this case on a purely contingency basis, Class Counsel had to turn away
17 other fee generating work because the case required Class Counsel to not only devote considerable time
18 and resources to effectively prosecute and settle this action, but also wait until the Settlement is fully
19 funded before finally being made whole.

20 30. To date, Class Counsel's actual and anticipated litigation costs are of \$10,355.02,
21 including future anticipated costs of \$74.37 in filing this Motion, \$13.66 in filing any supplemental brief
22 and/or amended proposed judgment and order, and \$13.66 in filing the Administrator's declaration
23 regarding settlement distribution. Enclosed as **Exhibit 4** is a true and correct itemized list of Class
24 Counsel's costs.

25 31. In addition to the invaluable services they provided, Plaintiff also took a significant risk,
26 both professionally and monetarily, in acting as the Class Representative. Filing a lawsuit against one's
27 employer carries an inherent reputational risk. Given that future employers are much less likely to hire
28 individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiff

1 could face negative employment prospects in the future. These risks can deter employees from asserting
2 their rights. Additionally, because the claims alleged by Plaintiff involved the payment of costs to the
3 prevailing party, Plaintiff could have possibly faced paying the costs of Defendant had they not
4 prevailed in this action. Despite this, however, Plaintiff agreed to pursue this case on behalf of the Class.
5 Plaintiff took such risks upon themselves and the whole Class benefited from this. Class Members did
6 not have to file individual lawsuits and bear the risks of payment of fees and costs if they did not prevail,
7 nor did they have to face the potential for retaliation and not getting future employment had they filed a
8 lawsuit which is a public record. Moreover, there were no objections by any Class Member to the
9 proposed Class Representative Service Payments.

10 32. On July 10, 2026, I served the LWDA via filing through its online portal at
11 <https://dir.govfa.net/432> (Proposed Settlement of PAGA Case) with the Motion for Final Approval of
12 Class Action and PAGA Settlement; the Declarations of William C. Sung, Plaintiff Loan Phu, and
13 Stacey Shim of Apex Class Action LLC; the Order Granting Preliminary Approval of Class Action and
14 PAGA Settlement; and the Proposed Judgment and Order Granting Final Approval of Class Action and
15 PAGA Settlement. Enclosed as **Exhibit 5** is the LWDA's online filing confirmation

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

18 Executed on July 10, 2026 at Los Angeles, California.

19
20 

21 William C. Sung
22
23
24
25
26
27
28