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*Attorneys for Plaintiff,
James Davis, individually, and on behalf of the
State of California and on behalf of other aggrieved employees.*

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

JAMES DAVIS, individually, and on behalf
of the State of California, and on behalf of
other aggrieved employees.

Plaintiff,

vs.

NAPLES RESTAURANT GROUP, LLC;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 24LBCV01749
[Unlimited Civil Jurisdiction]

*Assigned for All Purposes to the Hon. Samantha
Jessner, Dept 7*

**DECLARATION OF JAMES DAVIS IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date:
Time:
Dept: 7

Complaint Filed: August 20, 2024
Trial Date: None

1 **DECLARATION OF JAMES DAVIS**

2 I, James Davis, declare as follows:

3 1. I am an adult, and at all times relevant to this action, resided in the State of
4 California.

5 2. If called as a witness in this action, I would testify truthfully to the matters described
6 in this Declaration.

7 3. All of the matters described in this Declaration are within my personal knowledge,
8 except those matters that are stated to be upon information and belief. As to such matters, I believe
9 them to be true.

10 4. I make this Declaration entirely of my own free will and choice. I have not been
11 promised any benefit for doing so, and I have not been pressured into giving this Declaration.
12 Before signing this Declaration, I was given the opportunity to review it, make changes, and verify
13 the accuracy of its contents.

14 5. I am a former non-exempt employee of Defendant Naples Restaurant Group, LLC
15 (“Defendant.”) I worked for Defendant as an hourly-paid, non-exempt employee from
16 approximately February 2023 to approximately January 2024. Throughout the entirety of my
17 employment, I was subject to all of Defendant’s policies and practices that have been alleged as
18 unlawful in the Complaint and PAGA Notice sent to Defendant and the Labor & Workforce
19 Development Agency (“LWDA”) on April 26, 2024.

20 6. I have actively participated in litigating this Action from its inception.

21 7. Prior to commencing this case, I provided Starpoint Law Corporation and my
22 attorneys with a detailed account of the facts related to my employment with Defendant, including,
23 but not limited to, my belief that Defendant had a policy and practice of not providing its employees
24 with California compliant meal and rest periods which it did not pay premiums for.

25 8. Additionally, I provided my counsel with wage statement documentation, as well as
26 other documentation, in support of the claims brought against Defendant.

27 9. These documents, along with the information I shared regarding my employment,
28

1 assisted my attorneys in understanding Defendant's policies and practices.

2 10. I also regularly communicated with my attorneys and staff members of Starpoint
3 Law Corporation via telephone and text message.

4 11. My attorneys explained to me the risks and benefits of bringing forward a
5 representative action matter. I understood the risks, both professionally and financially, associated
6 with pursuing a representative case and acting as the representative. I further understood that
7 pursuing the case as a representative action, rather than individually, meant that it would take
8 substantially longer as a result of the approval process as mandated by the California Courts.
9 Although I was made aware that there was a possibility that I could receive nothing in the end, I
10 believed that it was important to ensure that Defendant followed the law with respect to all of its
11 hourly-paid, non-exempt employees. Additionally, I understood that it was my responsibility to
12 act in the best interests of the impacted employees and not just myself. In that respect, I understood
13 my duties and responsibilities to the aggrieved employees and carried out and will continue to carry
14 out those duties as necessary.

15 12. Throughout the course of this litigation, I maintained constant communication with
16 my attorneys and discussed pertinent matters relevant to the lawsuit. I asked questions when I
17 wanted to know what was being done to advance the interests of the case or simply wanted an
18 update regarding the case. I understood that a recovery would not only benefit me but would benefit
19 my fellow coworkers as well. At all times, I made myself available to answer any questions that
20 my attorneys had about my employment.

21 13. In or around April 2026, I reviewed the Memorandum of Understanding ("MOU")
22 in full.

23 14. In or around June 2026, I reviewed the Long Form Settlement Agreement in full.

24 15. My attorneys addressed all questions I had regarding the Settlement Agreement. I
25 believe the settlement terms and allocations are fair, adequate, and reasonable given the strength of
26 the class and representative claims and Defendant's defenses. I signed the Settlement Agreement
27 thereafter.

1 16. I estimate that I spent approximately twenty-one (21) hours searching for and
2 collecting documents related to my employment, speaking with my attorneys throughout the
3 litigation, helping my attorneys prepare for litigation, discussing the particulars and reasonableness
4 of the settlement, and reviewing/signing documents related to the settlement.

5 17. I believe the settlement is a good settlement and I would recommend that the Court
6 approve it because I believe that this settlement is fair, adequate, and reasonable. I am glad that I
7 had the opportunity to serve as the representative in this lawsuit and that I was able to recover
8 money through a settlement for all impacted employees.

9 18. I have observed my attorneys' work throughout this case. They have been thorough,
10 diligent, prompt, courteous, and professional, and I believe they are fully entitled to the award of
11 fees that they have requested for their hard work.

12 19. I did not make the decision to file a representative action lightly. I was concerned
13 by the attention a publicly filed lawsuit, and especially a representative action, would attract. My
14 name would be associated with a lawsuit that I filed against my former employer. I am currently
15 employed, but I am mindful that my current and prospective employers might find out that I sued
16 Defendant and this could hurt my employability. Nevertheless, I felt that important rights were at
17 stake that hurt everyone, and something ought to be done about it.

18 20. I understand that the Settlement Agreement provides an Enhancement Award in the
19 amount of \$7,500.00 to me. I believe this amount is fair compensation for my time and effort on
20 this case, for helping to prosecute this case, and for the risks with respect to my future employment.
21 In addition, the settlement requires that I enter into a general release, which I understand is broader
22 than the release that will bind other employees.

23 21. I respectfully request that the Court award me a \$7,500.00 Enhancement Award.
24 Based on my involvement in this case and the benefits provided to my former co-workers, I can
25 say I helped stand up for other workers who were too afraid to say anything to management because
26 they did not want to risk losing their jobs or risk the stigma of suing an employer. I was not afraid
27 to take that risk because I strongly care about helping out my former co-workers.

1 22. I do not have any interest, financial or otherwise, in the third-party administrator
2 Phoenix Class Action Administration Solutions.

3 23. I am not aware of any other pending matter or action asserting claims that will be
4 extinguished or adversely affected by this Settlement.

5
6 I declare under penalty of perjury, under the laws of the State of California and the United
7 States of America, that the foregoing is true and correct.

8
9 Executed on 06/22/2026 at Riverside, CA.

10
11 

[James Davis \(Jun 22, 2026 10:25:06 PDT\)](#)

James Davis