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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

VANESSA MIGUEL, an individual, and MELISSA MARICICH, an individual and in a representative capacity on behalf of the State of California and other Aggrieved Employees, Plaintiffs, vs. CONGREGATION B'NAI SHALOM OF CONTRA COSTA COUNTY, a California nonprofit religious corporation, and DOES 1-15 Defendants.	Case No: C24-02737 **DECLARATION OF HARRIS EMRAN, ESQ. IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") SETTLEMENT** *[Filed concurrently with Notice of Motion and Motion for Approval of PAGA Settlement; Memorandum of Points and Authorities In Support of Plaintiff's Motion For Approval of California Labor Code Private Attorneys General Act of 2004 ("PAGA") Settlement; [Proposed] Order Granting Approval of PAGA Settlement; [Proposed] Judgment Approving PAGA Settlement]* Complaint Filed: October 11, 2024 Hearing Date: Time: Dept: 39 Hon. Edward Weil

I, Harris Emran, declare as follows:

1. I am an attorney at law duly licensed to practice law before all the courts in the State of California and the attorney of record herein for Plaintiffs Vanessa Miguel and Melissa Maricich ("Plaintiffs"). The information contained herein is based on my personal knowledge and belief. If

called to testify to this information under oath, I could and would do so competently. This declaration is being submitted in support of Plaintiff's unopposed Motion for Approval of California Labor Code Private Attorneys General Act of 2004 ("PAGA") Settlement.

2. Plaintiffs sought our Firm's assistance after experiencing wage and hour issues during their employment with Defendant Congregation B'Nai Shalom of Contra Costa County ("Defendant"). As discussed below, Plaintiffs, with the assistance of my Firm, investigated their alleged claims and ultimately decided to file this Action asserting individual claims and representative claims seeking civil penalties under PAGA.

A. Plaintiff's Contentions

3. Defendant is a California nonprofit religious corporation. Plaintiffs worked for Defendant as non-exempt employees during the PAGA Period. Defendant employed Plaintiff Vanessa Miguel between May 2022 and August 2024 and employed Plaintiff Melissa Maricich between October 2018 and June 2025. Plaintiffs performed work as teachers for Defendant's preschool program. Plaintiffs allege that Defendant systematically violated the California Labor Code with respect to Plaintiffs and other Aggrieved Employees by failing to provide compliant meal and rest periods, failing to pay all minimum and overtime wages, failing to reimburse business expenses, failing to provide accurate itemized wage statements, and failing to timely pay all wages due and upon termination.

B. Procedural History

4. On August 6, 2024, Plaintiffs provided the Labor Workforce and Development Agency ("LWDA") written notice by online filing and Defendant via certified mailing of specific provisions of Lab. Code §§ 2699 et seq. alleged to be violated including the facts and theories to support the alleged violation (the "PAGA Notice"). The LWDA did not provide any notice of its intent to investigate the alleged violation within 65 calendar days of the postmark date of the PAGA Notice. A true and correct copy of Plaintiff's PAGA Notice is attached hereto as **Exhibit A**. A true and correct copy of the proof of filing with the Labor and Workforce Development Agency evidencing Plaintiff's Counsel's compliance with California Labor Section 2699.3 is attached hereto as **Exhibit D.**

5. On October 11, 2024, Plaintiffs filed the above-entitled action against Defendant alleging violations of the California Labor Code including: 1) Failure to Provide Rest Periods; 2) Failure to Provide Meal Periods; 3) Failure to Pay All Minimum Wages; 4) Failure to Pay Overtime Wages; 5) Failure to Reimburse Business Expenses; 6) Failure to Provide Accurate Itemized Wage Statements; 7) Failure to Pay Wages Upon Termination; 8) Failure to Pay All Wages; and 9) Violation of the Private Attorneys General Act, Labor Code §2698, *et seq.* A true and correct copy of Plaintiffs' Complaint is attached hereto as **Exhibit B.**

6. After discussing the PAGA claims and the number of Aggrieved Employees, the Parties agree to mediate Plaintiff's claims.

7. On July 21, 2025, the Parties participated in an all-day mediation with Mr. Mark Lemke, a well-regarded and experienced mediator of wage-and-hour and PAGA actions, who managed the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. After mediation, Mr. Lemke continued to work with the Parties until November 20, 2025, when the Parties reached an agreement in principle, which was later memorialized in a PAGA Settlement Agreement. Defendant denies all claims, denies liability, and asserts multiple defenses, but agreed to resolve the Action to avoid the risks and costs of continued litigation. Nonetheless, having resolved the matter, the Parties hereby submit this PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") to the Court for its approval. A true and correct copy of the PAGA Settlement Agreement is attached hereto as **Exhibit C.**

8. At the same time of submission to the Court, my office submitted a copy of the Settlement Agreement and this Motion to the LWDA website in accordance with Lab. Code § 2699(l)(2). A true and correct copy of the LWDA submission record is attached hereto as **Exhibit D.**

9. By way of this settlement, Plaintiff and Defendants (collectively the "Parties") seek to fully and finally resolve alleged PAGA violations on behalf of the State of California and all other Aggrieved Employees as defined in the Settlement Agreement. If approved, the Settlement will resolve the Action in its entirety. *See* **Exhibit C.**

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C. Investigation and Settlement Discussions

10. Between August 2024 and July 2025, Plaintiffs' Counsel conducted a thorough investigation into the claims and defenses of each party. Plaintiffs expended considerable time and effort advocating on behalf of themselves and the alleged PAGA Aggrieved Employees, including providing documents, payroll information, communications, witnesses, and information relevant to the alleged Labor Code violations. Each Plaintiff contacted previous coworkers and asked individuals to serve as a witness for them and corroborate their claims, Plaintiffs provided all documents and evidence in their possession which included communications from Defendants during their employment regarding pay and policies.

11. In anticipation of mediation, the Parties met and conferred regarding the selection of a mediator, the data that would be exchanged, an appropriate sample size for the Aggrieved Employees. Defendants agreed to produce timecard data, corresponding payroll records, Defendant's employee handbook, Plaintiffs' payroll records, Plaintiffs' daily time records, and Plaintiffs' personnel files. Before mediation, Defendant closed its preschool operations and disclosed several of its current employees accepted severance agreements which released their PAGA claims. As a result, Defendant identified fifty-eight (58) Aggrieved Employees who worked a total of nine hundred ninety-seven (997) PAGA Pay Periods during the PAGA Period.

12. Plaintiffs' Counsel then retained the statisticians and economists at Berger Consulting Group ("BCG") to evaluate the Aggrieved Employee payroll and time data. BCG provides data analysis and damages modeling consulting services, specializing in PAGA and wage and hour class actions. BCG's team of financial and data analysts are credentialed and experienced experts in their fields and have provided their expertise on thousands of cases.

13. BCG analyzed Defendant's time and payroll data to assist in the development of various damages models. BCG's model determined the civil penalties based on assumptions provided by Plaintiffs' and Defendant's time and payroll records for each of Plaintiffs' alleged claims.

14. Defendant maintained written policies regarding meal and rest periods that are consistent with the law and their employee handbook encourages employees to notify management if they are in any way discouraged or impeded from taking their breaks.

15. Plaintiffs' Counsel thoroughly investigated the claims at issue, including: (1) determining Plaintiff's suitability as a representative through interviews, background investigations, and analysis of her employment files; (2) evaluating all of Plaintiffs' potential claims; (3) researching similar wage and hour PAGA actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing the Aggrieved Employees' time and payroll records; (5) analyzing Defendants' labor policies and practices; (6) researching settlements in similar cases as well as outstanding issues which could affect PAGA approval; (7) evaluating Plaintiffs' claims and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation. This investigation allowed Plaintiff's Counsel to fully assess the nature and magnitude of the claims being settled, as well as the impediments to recovery, such as to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

16. The Parties Settlement Agreement is the final product of mediation and extensive discussions after mediation with Mr. Mark Lemke. Objectively, the Settlement terms are fair, adequate, and represent a reasonable compromise of the disputed claims.

17. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

D. The Court Should Approve the Settlement Because the Settlement is Fair, Adequate, and Reasonable

18. The Settlement is a compromise reached after informed, non-collusive, arm's-length negotiations with the assistance of an experienced mediator and nearly four months of assisted negotiations. The Settlement reflects a reasonable assessment of the risks for each, as well as the recognition that continued litigation will cause extensive and costly discovery for all parties and further litigation would cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation, and Defendants obtaining severances from over a dozen aggrieved employees.

19. Counsel in this action is of opinion that Settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of

Plaintiffs and other Aggrieved Employees in light of all known facts and circumstances including reasonably considering the nature and magnitude of the claims being settled, and the role of judicial discretion, and the various potential impediments to recovery.

20. Plaintiff and Plaintiff's counsel conducted a thorough investigation into the facts of the Action, including by informal discovery exchange which requested information from Defendants in order to evaluate the potential damages and for respective counsel to engage in meaningful mediation with the assistance of the mediator.

21. In addition to informal discovery, Plaintiffs' counsel performed document review, interviewed Aggrieved Employees, analyzed data and legal research including multiple exchanges with BCG to identify all claims, and researched similar cases. Although no two cases are identical, this research provided Plaintiff's Counsel with a marker to inform settlement discussions and, ultimately, to measure this settlement against. The investigation allowed Plaintiffs' Counsel to realistically assess the value of Plaintiff's claims and intelligently engage defense counsel in settlement discussions that culminated in the proposed settlement now before the Court. Emran

22. Both Parties' counsel has experience in employment litigation, specifically PAGA litigation, and conducted an extensive investigation of the factual allegations involved in this case. Each side has apprised the other, informally of their respective factual contentions, legal theories and defenses, resulting in extensive arms-length negotiations taking place among the Parties.

23. Approval of the Parties' Settlement Agreement is warranted because counsel for all Parties agree that the amount allocated for civil penalties under PAGA, is fair and reasonable considering Defendant's compliant employment policies and practices PAGA period, Severance Agreements signed by Defendant's employees, an informed, non-collusive, arms-length negotiation following mediation with Mr. Mark Lemke, the uniqueness of Plaintiffs' injuries which may have undermined their individual and representative claim, the ability for alleged "aggrieved employees" to bring their own claims for non-PAGA claims, Defendant ceasing operations, and Plaintiff's counsel risk of obtaining full recovery of claimed PAGA penalties in light of Defendant's disclosures. This amount is large enough to punish Defendants for alleged previous violations and to deter such

alleged conduct in the future and still allows Aggrieved Employees to seek recovery of any individual claims they may have.

24. Continuing to litigate this action would require continued and extensive resources coupled with significant Court time to proceed through trial and post-trial motions; which can often take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. But even if Plaintiffs were successful at trial, Plaintiffs are acutely aware that a judgment does not end the litigation. Plaintiffs fully expects that Defendant would appeal any favorable judgment. As demonstrated by *Magadia*, 999 F.3d 668, the risk of an appeal and subsequent reversal is real.

E. The Court Should Approve the Negotiated Counsel Award of Attorney's Fees

25. Plaintiff's Counsel took this matter on a contingency fee basis and invested significant time and expense successfully prosecuting Plaintiffs' individual and representative claims. Considering the positive outcome for the Aggrieved Employees, and in light of the supporting authority, the proposed Attorneys' Fees and Expenses are fair and reasonable.

26. As part of the Settlement Agreement, the Parties agreed to an award of attorneys' fees not to exceed thirty-five percent (35%) of the Net Settlement Amount, estimated to be approximately $5,250.00, and reimbursement of litigation costs not to exceed $5,000.00, subject to Court approval. Exhibit C, section 3.2.3. The current costs and attorney time exceed the requested amounts but Plaintiffs' have agreed to bear a portion of the costs in the matter in order to allocate more funds to the LWDA and Aggrieved Employees.

27. In defining a reasonable fee, the Court should mimic the marketplace for cases involving a significant contingent risk such as this one. Our legal system places unique reliance on private litigants to enforce substantive provisions of employment law through PAGA actions. Therefore, attorneys providing these substantial benefits should be paid an award equal to the amount negotiated in private bargaining that takes place in the legal marketplace.

28. There is a substantial difference between the risk assumed by attorneys being paid by the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank with his or her fee while the attorney working on a contingent basis can only log hours

while working without pay towards a result that will hopefully entitle him or her to a marketplace contingent fee taking into account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this case, PAGA Counsel subjected themselves to this contingent fee market risk in this all or nothing contingent fee case wherein the necessity and financial burden of private enforcement makes the requested award appropriate. The contingent fee practices of PAGA Counsel do not accommodate the investment of unnecessary time in a case. This case was litigated on a contingent basis with all of the concomitant risk factors inherent in such an uncertain undertaking.

29. A number of difficult issues, the adverse resolution of any one of which could have doomed the successful prosecution of the action, were present here. Attorneys' fees in this case were not only contingent but risky, with a very real chance that PAGA Counsel would receive nothing at all for their efforts, having devoted time and advanced costs. PAGA Counsel has previously invested in cases which resulted in no recovery. Before mediation, Defendant shared they were not only ceasing operations of the preschool program but also obtained severance agreements from current Aggrieved Employees which released their PAGA claims.

30. At the time this case was brought, the result was far from certain. In the middle of litigation, Defendant was forced to close and obtained severance agreements impacting Plaintiffs' PAGA Claim. A number of defenses asserted by Defendants presented serious threats to Plaintiff's claims and Plaintiffs' ability to stand as a PAGA representative and created difficulties with complex legal issues for PAGA Counsel to overcome. Defendants asserted that the employment practices complied with all applicable Labor Laws. Before and during the mediation, Defendant aggressively argued that Defendant's policies and culture afforded the Aggrieved Employees an opportunity to take timely meal and rest breaks, and that employees like the Plaintiffs chose not to take compliant breaks. Because Plaintiff's claims were largely based on the missed breaks, and because Defendant's policies were, on their face compliant, this presented a very real concern for Plaintiffs and the Aggrieved Employees. Defendants argued the caselaw under PAGA grants the Court discretion to reduce or forego penalties for such "technical" violations. If successful, Defendant's defenses could eliminate or substantially reduce any recovery to the Aggrieved Employees. While

Plaintiff believes that this defense, and others, could be overcome, Defendant maintain these defenses have merit and therefore present a serious risk to recovery. Further, Plaintiffs faced the additional risk of collectability in light of Defendant closing its preschool operations.

31. The Settlement was possible only because PAGA Counsel was able to persuade Defendants that there was an appreciable risk that PAGA Counsel would prevail on the factual and legal issues underlying liability as to the failure to reimburse all business expenses, demonstrate Plaintiff's injuries to collect on behalf of the Aggrieved Employees and the LWDA, and overcome difficulties in proof as to monetary relief. In successfully navigating these hurdles so as to convince Defendant to settle, PAGA Counsel displayed skills consistent with those that might be expected of attorneys of comparable employment and PAGA experience.

32. PAGA Counsel was required to advance all costs in this litigation. The financial burdens undertaken by PAGA Counsel in prosecution this action on behalf of the LWDA and Aggrieved Employees were very substantial. To date, PAGA Counsel has advanced more than $8,784.00 in costs which could not have been recovered if this case had been lost. These litigation expenses include the expenses reasonably incurred for filing fees, mediation fees, expert fees, postage, and litigation support vendors, all of which are costs normally billed to and paid by the client. Plaintiffs and PAGA Counsel undertook the risk of liability for Defendants' costs had this case not succeeded, as well as other potential negative financial ramifications from having come forward to sue Defendants on behalf of the Aggrieved Employees. In fact, Plaintiffs will each bear a portion of the costs in their individual settlement agreements in order to allocate more funds to the PAGA Penalties. Accordingly, the contingent nature of the fee and financial burdens on PAGA Counsel support the requested award.

33. I reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. Between August 2024 and July 2025, PAGA Counsel has worked more than 71.09 hours prosecuting these claims with the attorneys' hourly fee rates for attorneys between $450 per hour and $550 per hour, resulting in current attorneys' fees exceeding $24,764.30. I expect our firm to incur additional time and costs including attending the hearing for this Motion, coordinating administration, finalizing the orders and judgment, monitoring

completion of the settlement process, and any subsequent compliance hearings. I expect this additional work to result in at least $5,000 to $10,000 in additional lodestar, further exceeding the requested fees. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. These hourly rates have been approved by Court's throughout California, including those in the Superior Court of California. A detailed breakdown of the total fees and services performed by the firm on this case is attached hereto as Exhibit E.

34. Plaintiff and the Aggrieved Employees are represented by competent and experienced counsel to pursue their claims. I established Emran Law Firm ("Firm"), in September 2020. The Firm is a boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage and hour individual actions, PAGA Actions and complex litigation matters. The Firm currently consists of myself and my associate attorney, Kaitlin Martinez.

35. I have been practicing law in California since 2019. I founded Emran Law Firm in 2020 and have focused in the areas of business and labor employment law. Our law firm is headquartered with an office in San Francisco. Our firm represents employees across the state of California. My hourly rate is $550. I supervised other members of Emran Law who also worked on this case:

a. Kaitlin Martinez is an attorney licensed by the State of California (SBN 348006) who graduated from Golden Gate University Law School with Honors. She has been a member of Emran Law since January 2023, has assisted on wage and hour class actions, and focused on FEHA, PAGA and wage and hour issues. Her hourly rate is $450.

b. Post Bars: our post bar law clerk was with our firm after his graduation from UC Law San Francisco (Formerly UC Hastings) until May 2025. Their hourly rate was $250.00.

c. Paralegals was our law firm's paralegal. She was a member of Emran Law between June 2024 and July 2025, and her hourly rate was $185.00.

36. I am qualified to represent the Plaintiffs, the State of California, and the Aggrieved Employees. I have extensive experience with wage and hour individual and representative litigation

like this matter, and employment matters in general. I can, will and have adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved Employees throughout this action.

37. PAGA Counsel have extensively litigated similar labor law cases against other employers on behalf of aggrieved employees. Our Firm's attorneys and their supporting staff must be extremely familiar and knowledgeable with wage and hour laws, litigation practices, case law, policy, statutory construction, employer practices, employee needs, employee working conditions, and more. With our learned knowledge, we must strategize which cases to settle pre-litigation or post-litigation, which to mediate, and which cases to take to trial. It is this level of experience which enabled the firms to undertake the instant matter and to successfully combat the resources of the defendant and their capable and experienced counsel. Our Firm strongly believes in the vigorous prosecution of our cases, including this case, for the best interest of our clients, and any aggrieved employees.

38. The requested fee award, agreed to by the parties as part of the Settlement, should be approved. The requested fee award was bargained for during arms' length adversarial bargaining by counsel for each of the parties as part of the Settlement.

39. This matter was undertaken by our Firm purely as a contingency fee case. In other words, our Firm will not receive any compensation unless there is a cash recovery. Plaintiffs are not asked or required to pay Emran Law any money unless there is a recovery on their behalf.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my personal knowledge.

Date: January 2, 2026

Harris Emran

Harris Emran, Esq.