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Attorneys URIAH MOLLE and AMIN ASVADI on behalf of themselves and all similarly situated aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

URIAH MOLLE, an individual; AMIN
ASVADI, an individual, both on behalf of all
similarly situated aggrieved employees,

Plaintiff,

v.

CLEAR VISION FINANCIAL, LLC, d/b/a
LIBERTY1 FINANCIAL, a California limited
liability company; and DOES 1-50, inclusive,

Defendants.

Case No.: 30-2024-01433193-CU-OE-CXC

**DECLARATION OF PLAINTIFF URIAH
MOLLE ISO MOTION FOR ORDER
APPROVING SETTLEMENT OF
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 ("PAGA") CLAIMS**

(Reservation No. 74671810)

Date: February 19, 2026

Time: 2:00 P.M.

Judge: Layne H. Melzer

Dept.: CX-102

Complaint Filed: October 15, 2024

I, URIAH MOLLE, declare:

1. I am a competent adult, over the age of eighteen (18) and the representative plaintiff in the above-entitled action. The foregoing is based upon my personal knowledge, and if called as a witness, I could and would competently testify thereto. I have personal knowledge of the facts stated herein except as to those matters stated upon information or belief, and, as to those matters, I believe them to be true.

2. This Declaration is submitted in support of Plaintiffs' Motion for Order Approving Settlement of Private Attorneys General Act of 2004 ("PAGA") Claims (the Approval").

3. In connection with the Approval, I seek, and believe I have earned as discussed below, an enhancement award of \$5,000.

My Employment With Liberty1

4. I was employed by Clear Vision Financial, LLC d/b/a Liberty1 Financial (“Liberty1”) as a non-exempt, and later exempt, Client Advocate from approximately from April 2023 through October 2023. I performed work for Liberty1 in its office in Orange County California.

5. As a Client Advocate, my job responsibilities included: contacting sales leads to convert potential clients into debt relief program applicants, communicating with applicants to gather relevant information, and explaining to applicants the different types of debt relief available to them and the terms of each type, obtaining, verifying, and analyzing applicants’ financial information, and referring loan applications to management for approval

6. During my employment, Liberty1 had a policy and/or practice of failing to properly provide or compensate minimum and overtime wages, including paying commissions separate from regular wages causing it to fail to pay overtime wages at the proper regular rate of pay based on earned bonuses and commissions. Liberty1 also had a policy and/or practice of re-classifying non-exempt Sales Agents to exempt salaried employees (which happened to me), causing further failures to properly pay overtime wages.

7. Further, Liberty1 failed to provide me and other Client Advocates with an opportunity to take a thirty (30) minute off-duty meal period when working eight (8) or more hours, nor did Liberty1 provide a second off-duty meal period when working more than ten (10) hours. Moreover, Liberty1 did not authorize and permit me and other Client Advocates to take off-duty rest periods for every four hours (or major fraction) worked. Liberty1 also failed to compensate me and other Client Advocates for non-compliant meal and/or rest periods.

8. Liberty1 also failed to fully reimburse me and other Client Advocates for work expenses. For example, Liberty1 did not reimburse me and others for the costs associated with using my personal cell phone and computers for work purposes including data and network costs.

9. Liberty1 further made unlawful deductions from my, and other employees’, wages for undefined or unexplained draws against commissions and bonuses. Related to the unlawful deductions, Liberty1 also failed to pay me, and other employees, the full amount of earned

1 commissions and bonuses both during and at the termination of my employment, including
2 unlawfully retaining such earned commissions and bonuses at termination in addition to failing
3 to pay all wages owed upon termination.

4 10. Finally, based in large part on the unlawful actions listed above, Liberty1 failed to
5 timely furnish me and other employees with legally compliant wage statements, and failed to
6 maintain employee records.

7 11. I sought legal guidance due to the issues I experienced during my employment
8 with Liberty1.

9 **I Contributed Extensive Time and Effort in Prosecution of the Lawsuit**

10 12. I have been actively involved in the prosecution of this Action since August 2024,
11 justifying an enhancement award of \$5,000. During the pendency of this case, I estimate that
12 spent roughly fifty-six (56) hours assisting in the prosecution, mediation, and excellent settlement
13 of this Action.

14 13. In August 2024, I (and my co-Plaintiff Amin Asvadi) retained the attorneys of
15 Keegan & Baker, LLP to represent me, and other similarly situated aggrieved employees, in a
16 lawsuit against Liberty1. I agreed to file the lawsuit with Amin Asvadi to hold Liberty1
17 accountable for, and to hopefully change, its unjust policies and practices.

18 14. At the time of filing this Action, I understood, and continue to understand, that by
19 being a representative plaintiff, I had, and continue to have, an obligation to consider the interests
20 of those I represent as I would consider my own interest. In line with my obligation to those I
21 represent, I have not sought any individual benefits from this lawsuit, nor was I promised any
22 compensation for serving as a representative.

23 15. I have been an active participant in this Action since the beginning and have
24 worked cooperatively with my counsel at every opportunity. For instance, I gave my attorneys
25 detailed information about my complaints when I underwent an in-depth interview regarding my
26 work experience. I also provided my attorneys with all documents, such as paystubs and policy
27 documents related to my employment that I could find after conducting a thorough search. I spent
28 numerous hours speaking with my attorneys, answering questions, reviewing emails and other

1 documents about Liberty1's policies and practices and the responsibilities of Client Advocates,
2 and mobilizing more than 20 other former Liberty1 employees to provide my attorneys with their
3 own documents and participate in interviews.

4 16. I spent at least five (5) hours discussing the duties I would have as a class
5 representative. Thereafter, I spent at least eight (8) hours reviewing the attorney client agreement
6 and advisory regarding my duties to the PAGA Members as well as questioning Keegan & Baker,
7 LLP about the process and strategy moving forward in this case.

8 17. Shortly thereafter, I began searching for and reviewing the initial round of
9 documents that my attorneys at Keegan & Baker, LLP requested from me regarding my
10 employment, the claims and related damages. For example, I recall locating and providing
11 documents to my attorneys regarding my pay and time records. I estimate my time searching and
12 reviewing these documents was about six to eight (6-8) hours.

13 18. I assisted my attorneys in preparing the Complaint to add specific factual
14 allegations. I estimate my time reviewing and editing the Complaint was about three to six (3-6)
15 hours.

16 19. From and after the filing of this action, I monitored and assisted with the litigation
17 and mediation, including analyzing and assisting my attorneys with documents produced by
18 Liberty1 under the mediation privilege.

19 20. During the pendency of the case, I was frequently called by my attorneys to discuss
20 various aspects of the case. Through multiple telephone calls and Zoom meetings, I helped my
21 attorneys fully understand the physical and electronic documents in this case, including the
22 meaning of abbreviated terms, acronyms, symbols, and other information unique to the corporate
23 culture at Liberty1. I also assisted my attorneys in identifying witnesses whose names appeared
24 on different e-mails and other documents that I or Liberty1 provided my attorneys. Some months,
25 I spent many hours talking with my attorneys regarding the litigation. Overall, I estimate that I
26 spent more than twelve (12) hours speaking with my attorneys concerning Liberty1's systems,
27 documents, policies, practices, and procedures, particularly related to the manner in which
28 Liberty1 provide compensation to its employees. In addition, I would often contact my attorneys

1 to see how things were progressing and what the next steps were so that I could meet my
2 obligations as a representative plaintiff.

3 21. My attorneys had extensive knowledge about the debt relief industry, but I still
4 spent approximately three to four (3-4) hours teaching my attorneys about how Liberty1's
5 compensation plan, sales techniques, and general practices and procedures differed from others
6 in the industry.

7 22. I connected Mr. Weber with other former and current employees over the course
8 of the litigation to conduct interviews, review pay stubs, provide wage authorizations,
9 employment agreements and commission schedules to determine if this happened to others. I am
10 informed and believe my efforts resulted in my attorneys having contact with over 15 PAGA
11 Members who provided assistance in the prosecution of this action. I estimate that I spent
12 approximately two to three (2-3) hours recruiting other PAGA Members for assistance.

13 23. From and after the filing of this action, I monitored and assisted with the litigation
14 including participating in a day long mediation and its related preparation, consisting of
15 approximately twelve (12) hours.

16 24. Additionally, I assisted Keegan & Baker, LLP with liability and damage analysis.
17 I have spent a significant amount of time teaching Mr. Weber about the debt relief industry and
18 helping him understand industry jargon.

19 25. Additionally, I actively assisted in mediation and the resulting settlement
20 negotiations, including advising Mr. Weber on an appropriate allocation of settlement proceeds.
21 I estimate that I spent approximately five (5) hours in this regard.

22 26. Inclusive in the time above, I have reviewed many hundreds of pages of documents
23 produced by Liberty1 and from PAGA Members to assist Keegan & Baker, LLP with preparing
24 for mediation. I kept myself familiar with the process by reviewing all of the legal pleadings when
25 filed and exchanged. I had numerous telephonic meetings and exchanged e-mails with my
26 attorneys, to help obtain documents from other employees, review the documents, and encourage
27 other PAGA Members to participate.

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1 27. Regarding the Settlement of this matter, I provided information and answered
2 questions that my attorneys had prior to and towards the end of the mediation process. For
3 example, when preparing penalties analyses, I was called on numerous times to help interpret the
4 volumes of wage records and commission data produced by Liberty1. I believe my involvement
5 was pivotal to helping ensure our attorneys and their experts were analyzing and interpreting the
6 data correctly. Once a potential settlement was reached, my attorneys explained it all to me, and
7 I felt very proud of the difference my effort made for my former colleagues. I also spent several
8 hours reviewing and approving the entire Settlement Agreement. The fact that people will now
9 be compensated for what I believe was unfair practice of failing to pay all employees is gratifying,
10 especially considering no one else seemed willing to formally complain as long as they had job
11 security.

12 28. I have always considered the interests of the other PAGA Members just as I have
13 my own interests and understand that I must put the interests of the other PAGA Members
14 collectively before my own. I have participated, and will continue to participate, in this lawsuit
15 up to and through the time of Judgment. I have volunteered to represent the other PAGA Members
16 because of the importance of the case and so that other PAGA Members can benefit from the
17 enforcement of the law and the savings of time, money and effort that should result from the
18 settlement of this case on a PAGA Period-wide basis.

19 **The Requested Enhancement Award is Modest Compared to the Settlement Amount**

20 29. I was proud to learn that the Settlement resulted in settlement providing significant
21 relief for the benefit of 110 PAGA Members.

22 30. My request is approximately 3% of the Gross Settlement Fund.

23 **I Pursued Litigation Despite Personal Detriment Not Endured by Other PAGA Members**

24 31. By bringing my lawsuit, I took the risk that future employers may be reluctant to
25 hire me since my name is associated with this Action and is part of the public record. Indeed,
26 because this Action is publicly available and was communicated throughout the debt relief
27 industry, I am likely to lose employment opportunities in the future because employers might find
28 me “litigious” and screen me out during the hiring process without giving me an opportunity to

explain.

32. Further, by bringing my lawsuit, I also risked being held financially responsible if this Action was unsuccessful. Nevertheless, I maintained my lawsuit and continued my efforts to hold Liberty1 accountable for its conduct.

33. I believe I have fulfilled my responsibilities as a PAGA representative in this Action, and I will continue to fulfill those responsibilities, to the best of my ability, until the judgment. To the best of my knowledge, I do not have any conflict of interest with any other PAGA Member, and I will only receive my share of the settlement, as well as any amount the Court awards me as a service award.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed 10/2/2025, at Irvine, California.

DocuSigned by:
Uriah Molle

Uriah Molle, Declarant