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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF VENTURA

ANA ARECHIGA, an individual, and in her representative capacity on behalf of the State of California and other Aggrieved Employees, Plaintiff, v. PARTNERS IN CARE HOME CARE INC., a California Corporation; ANYSA M SOLIS, an individual; and DOES 1-15 Defendants.	Case No: 2024CUOE034726 **DECLARATION OF HARRIS EMRAN, ESQ. IN SUPPORT OF PLAINTIFF'S 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: December 18, 2024 Hearing Date: October 28, 2025 Time: 8:30 a.m. Dept: 20 Hon. Maureen M. Houska

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 Plaintiff Ana Arechiga ("Plaintiff"). The information contained herein is based on my personal knowledge and/or 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. Plaintiff sought our Firm's assistance because she complained of wage and hour issues while working as a caretaker for Defendant Partners in Care Home Care Inc. and Defendant Anysa M. Solis (hereinafter "Defendants"). As discussed below, Plaintiff, with the help of our Firm, substantially investigated her alleged claims and eventually made the decision to file a lawsuit for her individual damages and as a representative seeking civil penalties under PAGA.

A. Plaintiff's Contentions

3. Defendants operate in-care home and living assistance services in Southern California, including within Ventura County. Plaintiff worked for Defendant between April 2021 and September 2024 as an in-home caregiver providing care assistance to elderly patients. Plaintiff assisted elderly patients with all aspects of day-to-day living which included bathing patients, nail care, oral care, skin care, meal preparation, hand-feeding patients, laundry, light housekeeping, medication management, any necessary wound care, and assisting with toileting needs. Specifically, Plaintiff alleged Defendants systematically violated Plaintiff's and other Aggrieved Employees' wage and hour rights by misclassifying employees as independent contractors, requiring employees to forfeit, truncate and/or postpone meal and rest periods to complete patient care, failing to reimburse employees for personal cell phone use, failing to pay all overtime wages thereby resulting in a failure to pay all wages when due and upon termination, and failing to provide accurate itemized wage statements.

B. Procedural History

4. On October 9, 2024, Plaintiff 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"). A true and correct copy of Plaintiff's PAGA Notice is attached hereto as <u>Exhibit A.</u> 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. 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.

6. On December 18, 2024, Plaintiff filed her individual and PAGA Complaint against Defendant Partners in Care Home Care Inc. and Defendant Anysa M. Solis alleging nine violations of California Labor Code including: (1) Failure to Provide Required Rest Periods, (2) Failure to Provide Required Meal Periods, (3) Failure to Reimburse Business Expenses, (4) Failure to All Minimum Wages, (5) Failure to Pay All Overtime Wages, (6) Failure to Provide Accurate Itemized Wage Statements, (7) Failure to Pay All Earned Wages, (8) Failure to Pay Wages Upon Termination, and (9) Recovery of Civil Penalties under the Labor Code Private Attorneys General Act. A true and correct copy of Plaintiff's Complaint is attached hereto as Exhibit B.

7. In March 2025, after discussing the limited number of aggrieved employees, the Parties agree to mediate Plaintiff's claims.

8. On August 21, 2025, the Parties participated in mediation with Ms. Laurie Saldaña, a well-regarded and experienced mediator of wage and hour and PAGA actions. At the conclusion of mediation, Ms. Saldaña worked with the Parties for an additional two (2) days to assist the parties in reaching a settlement agreement, which was subsequently was memorialized in a long form settlement agreement. Defendants deny all claims, deny that Plaintiff is entitled to any recovery, and assert multiple affirmative defenses in response to Plaintiff's claims. 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.

9. 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(s)(2). Exhibit D.

10. By way of this settlement, Plaintiff and Defendants (collectively the "Parties") seek to fully and finally resolve alleged violations on behalf herself, of the State of California and all other

Aggrieved Employees as defined in the Settlement Agreement. If approved, the proposed Settlement will resolve the Action in its entirety. See Exhibit C.

C. Investigation and Settlement Discussions

11. Between March 2025 and August 2025, Plaintiff's Counsel conducted a thorough investigation into the claims and defenses of each party. Plaintiff expended considerable time and effort advocating on behalf of herself and the alleged PAGA Aggrieved Employees. Plaintiff attempted to contact previous coworkers and asked individuals to serve as a witness for her and corroborate her claims, she provided all documents and evidence in her possession which included communications from Defendants during her employment, evidence supporting her failure to reimburse claim, and payments made to her as wages during her employment.

12. In anticipation of mediation, the Parties met and conferred over an agreeable mediator, the data that would be exchanged, and the appropriate sample size. Defendants identified a total of 30 aggrieved employee who worked a total of 697 pay periods. Defendants provided data for 10 of the aggrieved employees for the relevant time period, which included 1) aggrieved employee demographic information; 2) timecard data; 3) corresponding pay records; 4) Plaintiff's daily time records; 5) Plaintiff's payroll records, and 6) Plaintiff's personnel file.

13. Plaintiff's 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.

14. BCG analyzed Defendants' time and payroll data to assist in the development of various damages models. BCG's model determined the approximate civil penalties for failure to reimburse, failure to provide meal periods, failure to provide rest periods, waiting time penalties, and inaccurate itemized wage statements.

15. Defendants 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.

16. Overall, Plaintiff's 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 Plaintiff's 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 Plaintiff's 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.

17. The Parties Settlement Agreement is the final product of mediation with Ms. Laurie Saldaña. Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of the claims at issue.

18. 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

19. This settlement is a compromise by both parties and reached after an informed, non-collusive, arms-length negotiation led by an experienced and highly regarded Ms. Laurie Saldaña who managed the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. In addition to the Parties' mediation, Ms. Saldana worked with the parties over a two-day period to reach the proposed Settlement. The Settlement is a result of and 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.

20. 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 Plaintiff 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.

21. 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 Ms. Laurie Saldaña. In addition to informal discovery, Plaintiff and Plaintiff's counsel reviewed the aggrieved employee payroll and timecards, retained directed data analysis from BCG to identify all claims, conducted legal research and research 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 Plaintiff's 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.

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, Twenty Thousand Dollars and Zero Cents ($20,000.00), is fair and reasonable considering the individualized and uniqueness of Plaintiff's claims which undermined her representative claim. The Parties do not dispute Plaintiff's personal friendship with Defendant's Management. As a result, Defendants allowed Plaintiff to be paid as an independent contractor but classified and compensated the aggrieved employees as employees. Additionally, as a result of Plaintiff's personal friendship, Defendants provided Plaintiff with priority for overtime shifts when compared to other Aggrieved Employees. Defendants

provided pay and time records evidencing Plaintiff's individualized injuries and compliant wage payments for the Aggrieved Employees. Plaintiff's counsel recognized the uniqueness of Plaintiff's injuries which may have undermined her representative claim. The proposed Settlement was negotiated as part of an informed, non-collusive, arms-length negotiation following mediation with Ms. Laurie Saldaña. the consideration of 30 aggrieved employees, and 697 total pay periods impacted by the Settlement, 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 Plaintiff is successful at trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff 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 Attorneys Fees

25. Plaintiff's Counsel took this matter on a contingency fee basis and invested significant time and expense successfully prosecuting Plaintiff's 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 equal to 35% of the Gross Settlement Amount, which equals Seven Thousand Dollars and Zero Cents ($7,000.00). Defendants additionally agreed to PAGA Counsel Litigation Expenses Payment of not more than Five Thousand Dollars and Zero Cents ($5,000.00). See Exhibit C ¶ 3.2.1.

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.

30. At the time this case was brought, the result was far from certain. Defendants' practice at issue here had been in place for years. A number of defenses asserted by Defendants presented serious threats to Plaintiff's claims and Plaintiff's 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. Defendants further asserted Plaintiff's injuries were individualized and unique due to her personal relationship with Defendant's management and specialized treatment. Before and during the mediation, Defendant aggressively argued that Defendant's policies and culture were compliant and Plaintiff's individualized injuries would undermine her ability to stand as a representative. Because Plaintiff's claims were largely based her own injuries, and because Defendant provided evidence of compliance and provided

policies that were, on their face, largely compliant, this presented a very real concern for Plaintiff and the Aggrieved Employees. Finally, part of Plaintiff's claim for unpaid wages was a result of Defendant's failure to pay overtime wages when Plaintiff was required to stay overnight to care for patients. Defendant argued and would provide proof at trial that Plaintiff was not working full shifts and instead opted and arranged with the patient to stay overnight due to her early start time and therefore was staying overnight without authorization from Defendants. If successful, this defense could eliminate or substantially reduce any recovery to the Aggrieved Employees for unpaid time including minimum and overtime wages. 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.

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 Defendants 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 $4,642.14 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. See Exhibit E. Plaintiff 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. Accordingly, the contingent nature of the fee and financial burdens on PAGA Counsel support the requested award.

33. In this case, the reasonableness of the requested attorneys' fee of 35% of the Gross Settlement Amount equaling Seven Thousand Dollars and Zero Cents ($7,000.00) is established by reference to PAGA Counsel's lodestar in this matter. The contemporaneous billing records for PAGA Counsel evidence that as of the date of this Declaration total in excess of $15,115.00 with additional fees still to be incurred. The requested fee award is less than PAGA Counsel's overall lodestar. As a result, this Court should appropriately conclude that an award which compares favorably to PAGA Counsel's overall lodestar is fair and reasonable and is justified under California law.

34. 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. From approximately September 2024 and September 2025, PAGA Counsel has worked more than 42.8 prosecuting these claims with the attorneys' hourly fee rates for attorneys between $450 per hour and $550 per hour, resulting in current attorneys' fees equaling $15,115.00. 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.

35. 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.

36. 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. Litzy Ortiz 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.

d. Bobby Hardrick is our firm's Legal Operations Manager. she has been a member of Emran Law since December 2023, and her hourly rate is 185.00.

37. I am qualified to represent the Plaintiff, 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.

38. 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.

39. 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.

40. 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. Plaintiff is not asked or required to pay Emran Law any money unless there is a recovery on her 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: October 3, 2025

Harris Emran

Harris Emran, Esq.