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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10

11 DAVID ETTEGUI, an individual, on)
12 behalf of himself and on behalf of all)
13 persons similarly situated,)

14 Plaintiffs,

15 vs.)

16 WB STUDIO ENTERPRISES INC., a)
17 corporation; and DOES 1 through 50,)
18 inclusive,)

19 Defendant.
20
21

Case No. **2:20-cv-08053-MCS-(JDEx)**

**DECLARATION OF DAVID
ETTEGUI IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: May 23, 2022

Hearing Time: 9:00 a.m.

District Judge: Hon. Mark C. Scarsi
First Street Courthouse
Courtroom 7C

1 I, David Ettedgui, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Final Approval of
4 Class Action Settlement and in support of my application for a Class Representative Service
5 Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I worked for Defendant WB Studio Enterprises, Inc. ("WB Studio") in California as a
10 Tour Guide/Floater from December 4, 2019 to January 4, 2020 and I was classified by WB
11 Studio as a non-exempt employee during that time period.
12

13 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
14 experienced in both class action litigation and claims against employers for violations of the
15 California Labor Code. I have no personal relationship or family ties to my attorneys or any
16 officer of the Court. I am not involved in any litigation against another member of the class in
17 this case and my attorneys are not working on my behalf in another capacity other than
18 representing me in this lawsuit.

19 5. I decided to file this class action lawsuit for the benefit of myself and other current
20 and former non-exempt Tour Guide/Floater employees who worked for WB Studio and be a
21 class representative because I felt that my legal rights as an employee and others like me were
22 violated. For example, due to my rigorous work schedule, my meal breaks were often taken late.
23 Also, WB Studio required me to keep a walkie-talkie on me at all times during my shifts. With
24 respect to my meal and rest breaks, I had to keep the walkie-talkie on me so as to be able to
25 respond to my supervisors regarding work-related issues which caused my meal and rest breaks
26

1 to be interrupted from time to time. I should have received timely, uninterrupted and duty-free
2 meal and rest breaks but this often was not the case. When meal and/or rest break violations did
3 occur, I should have been paid the proper meal/rest break premium payment but this also did not
4 always occur.

5
6 6. This class action case was originally filed on June 29, 2020 in Los Angeles Superior
7 Court before it was removed to this Court by WB Studio. Before the complaint was filed I
8 spoke to my attorneys several times and discussed how WB Studio implemented its company
9 policies and procedures. I also assisted my attorneys in their investigation into my claims by
10 providing them documents and answering their questions. I reviewed the complaint before it
11 was filed and after it was filed I was given access to an electronic file sharing program that
12 alerted me via email when important documents were filed so that I could review them and keep
13 up with the developments in the case which I understood was one of my duties as a class
14 representative. I would also call my attorneys from time to time if I had any questions about the
15 case. My attorneys were regularly available when I contacted them.

17 7. Even though this action is in the process of settling, I was and remain prepared to
18 perform all the duties of a class representative. I understand that as a class representative I have
19 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent non-
20 exempt Tour Guides/Floaters who worked for WB Studio during the class period. I have
21 understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the
22 members of the class and surrender any right to compromise the group action for an individual
23 gain.
24

25 8. I understood that being a plaintiff/class representative in this case meant that I
26 was seeking damages not only for myself but also other current and/or former non-exempt Tour
27

1 Guides/Floaters working for WB Studio in California. I felt that this group of current and former
2 employees were not aware of their labor law rights and even if they were they would probably be
3 apprehensive about speaking up or even simply because of the time, effort and risk involved in
4 filing a class action lawsuit.

5
6 9. I understood that being a part of this lawsuit involved risks. For example, my
7 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
8 pay for all or part of the attorney fees and costs paid by WB Studio to defend this lawsuit. Also,
9 I knew there was a risk that future employers, if they ever found out about this lawsuit, could
10 hold it against me or downgrade me as a potential hire. As the only named Plaintiff in this case
11 it would not be difficult for a future employer to become aware that I sued a former employer for
12 labor law violations. Ultimately I decided these risks were worth it and decided to fight for my
13 rights and the rights of others regardless of the risks, time and effort I spent on this case.
14

15 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
16 kept up to date on important developments by reviewing court filings that were made available to
17 me electronically as I described above.

18 11. An all-day mediation session took place on April 28, 2021 with Jeff Krivis, an
19 experienced mediator of wage and hour class actions. Although the case did not settle that day,
20 the parties later agreed to settle the action as a result of ongoing post mediation discussions. I
21 spoke with my attorneys regarding the terms of the settlement which was reached between the
22 parties and understood that I was representing absent class members and therefore wanted the
23 best possible result to be obtained for the class and I believe a very positive result was in fact
24 achieved via settlement. I reviewed and signed the Memorandum of Understanding on June 9,
25 2021 and when the final settlement papers were ready, I communicated with my attorneys and
26
27

1 closely reviewed the Settlement Agreement which I signed on September 14, 2021.

2 12. I have been actively involved with this class action lawsuit performing the duties
3 described above. Although I did not keep time records, I was in regular contact with my
4 attorneys, reviewed important court filings and spent a significant amount of time on the issues
5 presented during the lawsuit and in the settlement process. I estimate that I spent approximately
6 60-70 hours working on this case. I believe I have been diligent and have done what is expected
7 of a named plaintiff and proposed class representative to date, and will continue to do so. I have
8 and always will maintain the best interest of the class.
9

10 13. My attorneys explained to me that the settlement process involves a two-step
11 review by the Court to determine whether the settlement is fair before approving the settlement.
12 I know this process also involves notifying all class members of the settlement terms and of their
13 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
14 settlement.
15

16 14. I believe I did the right thing by filing this case on behalf of the class who are in
17 line to receive monetary payments as a result of this case and settlement. I also believe that the
18 requested Class Representative Service Payment of \$10,000 from the settlement is fair
19 compensation for the work I performed and the risks I undertook.
20

21 15. As part of the settlement it was necessary for me to sign a general release of all
22 claims I may have against the WB Studio. I believe the Class Representative Service Payment I
23 have requested provides me with some compensation for this agreed release.

24 16. I have not entered into any undisclosed agreements nor have I received any
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1 undisclosed compensation in this case. The only compensation I will receive is whatever amount
2 the Court awards as a service payment, as well as my share as a class member of the settlement
3 fund.
4

5 17. In light of all the time and effort I have spent on this case, the risk I undertook by
6 suing a former employer, the exposure to being responsible for paying WB Studio's costs in the
7 event we did not win the case, the reputational risk that future employers may hold this lawsuit
8 against me, the general release, and in light of the size of the settlement, I believe the request for
9 \$10,000 as a Class Representative service payment is fair and reasonable.

10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct.

12 Executed on Apr 19, 2022, at Burbank, california.
13 (city, state)

14 
15 David Adam Ettedgui (Apr 19, 2022 03:08 PDT)
16 David Ettedgui