

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
james@jameshawkinsaplc.com
Isandra@jameshawkinsaplc.com

Attorneys for Plaintiff, GUADALUPE PADILLA
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

GUADALUPE PADILLA on behalf of herself
and all others similarly situated

Plaintiff,

vs.

PRECISION HOSPITALITY &
DEVELOPMENT, LLC., a California limited
liability company, and DOES 1 through 50,
inclusive,

Defendants.

Case No. 30-2020-01140810-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Hon. Randall Sherman
DEPT: CX105

**DECLARATION OF GUADALUPE
PADILLA IN SUPPORT OF MOTION
FOR SETTLEMENT APPROVAL OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARDS**

DECLARATION OF GUADALUPE PADILLA

I, Guadalupe Padilla, declare as follows:

1. I am a Named Plaintiff and PAGA Representative in the case of *Guadalupe Padilla v. Precision Hospitality & Development, LLC et. Case No. 30-2020-01140810*. I make this declaration on the basis of my personal knowledge and if asked to testify thereto I could and would do so.

2. I was employed by Precision Hospitality & Development, LLC ("Precision Hospitality ") as a non- exempt employee, from in or about May 2018 through in or about December 2019. When I was employed by Precision Hospitality, I first occupied the position of "crew member" and, after several months, was promoted to the position of "shift leader." During my employment, I worked at four of Precision Hospitality's restaurants located in Tustin, Lake Forest, Irvine and San Clemente.

3. Prior to retaining the law firm of James Hawkins APLC to redress the grievances that I had against Precision Hospitality, I was made aware of the advantages and disadvantages of litigation. I was also made aware of my responsibilities as both a Plaintiff and a class representative prior to filing the class action complaint which was filed on May 1, 2020. I accepted the responsibility and agreed to move forward. I also accepted the responsibilities as a named plaintiff and Representative when the First Amended Complaint was filed on July 7, 2020 adding a claim under the Private Attorney General Act ("PAGA"). I pledged to participate actively in the lawsuit.

4. Thereafter, I was informed that I had executed a binding arbitration agreement while employed by Precision Hospitality which contained a class action waiver and that I was precluded from bringing the class action lawsuit. The class action and my individual claims were subsequently dismissed without prejudice. At that point, I was informed that I had the choice of either proceeding in a representative capacity only with respect to this PAGA Complaint or to move forward only with respect to my individual claims in arbitration. I agreed to proceed with this PAGA Complaint on behalf of aggrieved employees of Precision Hospitality in California.

7. As part of the PAGA settlement, I also signed a general release releasing all claims I have or may have against Precision Hospitality which is far broader than the release by other Aggrieved Employees who are only releasing PAGA civil penalty claims. The incentive payment also serves as compensation for agreeing to a full, general release of all claims against Precision Hospitality.

9. The incentive payment, subject to court approval, is Five Thousand Dollars (\$5,000). I believe that this amount is fair and reasonable in light of the efforts and risks of litigating this action as a PAGA Representative which has resulted in a very favorable outcome to the Aggrieved Employees. This incentive payment is also in consideration for executing a general release of all my claims against Precision Hospitality.

DocuSigned by:

 22A9BACF81C541F...
 Guadalupe Padilla