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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

JILL TIZEKKER, on Behalf of the State of
California and Aggrieved Employees,

Plaintiffs,

v.

BEL-AIR BAY CLUB LTD., and DOES 1-
100 inclusive,
Defendant.

Case No. 20SMCV01006

**DECLARATION OF JILL TIZEKKER IN
SUPPORT OF MOTION FOR APPROVAL
OF SETTLEMENT PURSUANT TO
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

Date: April 4, 2022

Time: 8:30 AM

Department: P

1 **DECLARATION OF JILL TIZEKKER**

2 I, Jill Tizekker, declare as follows:

3 1. I am the Named Plaintiff and representative of the State of California and the Aggrieved
4 Employees in the above captioned matter. I am over the age of eighteen. The following statements are based
5 on my personal knowledge. If called upon to testify as to the matters stated herein, I could and would do so
6 competently.

7 2. I submit this declaration in support of the Motion to Approve Settlement Pursuant to Private
8 Attorneys General Act of 2004 ("PAGA") in the above-captioned case.

9 3. I was employed as a bartender by Defendant from approximately May 2016 to March 2020.

10 4. I experienced issues in my employment with Defendant, including Defendant's failure to pay
11 all hours worked, failure to pay minimum wages, failure to pay all tip wages owed from gratuity payments,
12 failure to compensate for necessary business expenses, waiting time penalties, and failure to provide accurate
13 itemized wage statements. I decided to contact an attorney about these issues. Schneider Wallace Cottrell
14 Konecky LLP is representing me in this case.

15 5. Prior to filing the case, I had multiple telephonic interviews with my attorneys. Generally, we
16 discussed my work experiences, the law, and the kinds of claims I could pursue. We also discussed the risks
17 of proceeding with a case like this. I understood the risks included impacts to my future employment
18 prospects by serving as the named representative in this case.

19 6. I knew that there was no guarantee that we would be successful in this case, and that there
20 was a significant chance of protracted litigation. I understood I could potentially be liable for fees and costs. I
21 realized that my name would be on a representative action, and that this information could be visible to others.
22 I also understood that I could have to spend a significant amount of time in the discovery process. However, I
23 felt strongly that Defendant had unlawful wage and hour policies and/or practices. Therefore, I decided to
24 proceed as a representative plaintiff and file a lawsuit. I understood that I would serve as the Named Plaintiff,
25 the representative of a proposed group of workers, and the representative employee for claims under the
26 PAGA.

27 7. I worked with my attorneys to answer questions and review facts about my employment with
28

1 Defendant so that they could draft the representative action complaint. We filed the case on July 30, 2020 in
2 the Los Angeles Superior Court.

3 8. We then entered the discovery phase. Defendant served one set of requests for production of
4 documents, one set of special interrogatories, and one set of general form interrogatories. I discussed these
5 requests at length with my attorneys, and we worked together to prepare responses. I informally
6 supplemented some of the responses to the requests. I also spent time searching through my records to
7 produce more than 50 documents responsive to the requests. I spent a significant amount of time assembling
8 information and documents. When the responses were finalized, I reviewed them closely to verify them.

9 9. In addition to written discovery, Defendant's counsel took my deposition remotely on May
10 24, 2021. I met with my attorneys by telephone conference for a preparation session prior to the deposition.
11 Afterwards, I reviewed the transcript to ensure that my testimony was properly and accurately recorded.

12 10. Early in the case, I discussed alternative dispute resolution with my attorneys. We discussed
13 the potential for mediation and settlement. I was aware that the parties would be proceeding with a mediation
14 on November 2, 2021, to attempt to resolve both the PAGA claims at issue, and my individual arbitrable
15 claims. I remained on-call during the mediation and stayed updated regarding the progress during the
16 mediation and afterwards.

17 11. After the proposed Settlement was reached, I carefully reviewed the terms. I discussed the
18 Settlement with my attorneys. I spent time evaluating the proposed outcome to assure that it was fair.

19 12. Based on my own review and my attorneys' evaluation and recommendation, I believe the
20 settlement is fair and reasonable. I signed the Settlement on March 2, 2022.

21 13. Throughout this action, I have been in constant communication with my attorneys to keep
22 apprised of the status of the litigation and to answer questions necessary for them to pursue this case. I have
23 kept up-to-date on the status at every phase.

24 14. In sum, I worked with my attorneys to prepare the complaint, provided documents and
25 information to respond to discovery, sat for my deposition, participated in the mediation process and
26 settlement decisions, and otherwise remained in constant contact with my attorneys. Over the course of this
27 litigation, I have contributed approximately 30-40 hours of my own time to the litigation of these claims.
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15. In order to make this proposed Settlement a reality, I agreed to a general release. The general release encompasses all claims that I may have, arising out of my employment with Defendant. In contrast, I understand that the release for the Aggrieved Employees is limited to civil penalties under the PAGA for the claims alleged. I agreed to the general release as a condition of settlement in order to resolve my claims and the claims of the Aggrieved Employees.

16. Aside from the payment I am eligible to receive as an Aggrieved Employee and the Service Award for serving as the employee representative, I am not receiving any other benefits from this Settlement.¹

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 03/07, 2022 at Meridian, Idaho.



Jill Tizekker

¹ I have signed a separate settlement agreement, which includes an additional settlement amount, with Defendant regarding resolution of my individual arbitrable claims.