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ILDIKO O'CONNOR, LAURA RAYA, and DINA
SHASHUA

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

ILDIKO O'CONNOR, an individual and on
behalf of all others similarly situated,
LAURA RAYA, an individual and on
behalf of all others similarly situated, and
DINA SHASHUA, an individual and on
behalf of all others similarly situated,

Plaintiffs,

v.

FERGUSON SM, INC., a California
Corporation; SEAN CORREA, an
individual; THOMAS HUMPHREY, an
individual, MICHAEL REYES, an
individual, INFINITI HR WEST, LLC, an
Arizona Limited Liability Company, HR
SERVICE GROUP, LLC, a Maryland
Limited Liability Company, and DOES 3-
50, inclusive,

Defendants.

CASE NO.: 56-2020-00543357-CU-OE-VTA

**DECLARATION OF DINA SHASHUA IN
SUPPORT OF MOTION FOR CONDITIONAL
CERTIFICATION OF SETTLEMENT CLASS
AND PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 3, 2023
Time: 8:30 a.m.
Dept.: 40
Hon. Judge: Judge Mark S. Borrell

Complaint Filed: July 17, 2020
SAC Filed: Nov. 24, 2020
Trial Date: None set

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I, Dina Shashua, declare as follows:

1. I am a named plaintiff in this lawsuit. I make this declaration in support of our motion
for conditional certification of settlement class and preliminary approval of class action settlement.

1 I have personal knowledge of the facts set forth in this declaration.

2 2. I obtained my California cosmetology license in April 1982.

3 3. Approximately 18 years ago, Ferguson hired me to work as a hair stylist in several
4 of their salons, including Tarzana, Westlake Village and Woodland Hills. I last worked for
5 Ferguson in July 2020. I received paychecks from Infiniti HR West LLC through the end of
6 December 2019. I understood that I was employed by both Ferguson and Infiniti HR West LLC in
7 2018 and 2019.

8 4. Ferguson and Infiniti HR West paid me what they called “commissions” for services
9 I performed at the salons. In this lawsuit, my co-workers and I allege that this so-called
10 “commission” system was by under California law really a defective piece-rate basis. Because I
11 was only paid when I was working on a customer’s hair, I was not paid for all of the time I spent
12 there, cleaning the salon and waiting for elderly customers to arrive for their appointments, for
13 example. That time often exceed an hour of work time when I was not paid anything.

14 5. Often, I was required to wait inside my salon for customer appointments without
15 being paid. On some days, I was sometimes uncompensated for more than half of my work shifts.

16 6. I also was not paid separately for rest and recovery periods, though I was entitled to
17 be paid my regular rate of pay for 20 minutes each day that I worked more than six hours in a day,
18 which I generally did.

19 7. Throughout my employment with Defendants, I frequently was not permitted to take
20 a meal period before the beginning of my sixth hour of work, or was required to wait in the salon
21 in case an unscheduled client requested service. If I was in the middle of cutting or coloring a
22 customer’s hair, for example, or if the salon was very busy, I was required to delay my meal period
23 until I had finished providing service to a customer or customers. Frequently, that meant beginning
24 a meal period after my sixth hour of work had begun.

25 8. Similarly, on those days when the salon was very busy, it was not possible for me to
26 take rest breaks. I often was not able to take either one or both of my rest periods during a full day.
27 In addition, I was required to stay in the salon in case an unscheduled customer arrived.

28 9. When I was not provided a rest period or a meal period (or was provided a late meal

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period), Defendants did not pay me an extra hour of compensation.

10. My paystubs did not include information showing: (1) basis of gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and applicable piece rates, or (4) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

11. Since deciding to file this class action lawsuit, I have spent several hours talking with other employees, including the other named Plaintiffs, about their experiences at their salons.

12. My conversations with Ferguson employees since we filed this lawsuit have confirmed that my experiences at Ferguson were very similar to the experiences of others who worked there.

13. From the beginning of my involvement in this lawsuit, I have been committed to protecting the interests of all other employees of the Defendants. I have performed online research to understand the claims we are making and my role as a class representative. I have spoken with many other Ferguson employees and have referred them to my attorneys. I have helped coordinate meetings with class members, Mr. Kitchin, and Ms. Hanker. I have spent several hours meeting with Kelly Hanker and Patrick Kitchin, in person and by telephone, helping them to understand Ferguson's operations and employment practices. I have reviewed and responded to dozens of emails and text messages to my attorneys about the case. I attended mediation and I was an active participant in the settlement process. I have spent approximately 50 hours on the case through today helping my attorneys and the Class.

14. I remain fully committed to this lawsuit, the proposed settlement and the Class.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. This declaration was made in Woodland Hills, California on 12/09/2023, 2023.

Respectfully submitted,

By:



Dina Shashua

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