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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 ILDIKO O'CONNOR 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

TRIAL
LAWYERS
FOR
JUSTICE

I, Ildiko O'Connor, declare as follows:

1. I am a named plaintiff in this lawsuit. I make this declaration in support of ou

1 motion for conditional certification of settlement class and preliminary approval of class action
2 settlement. I have personal knowledge of the facts set forth in this declaration.

3 2. I obtained my California cosmetology license in April 1981.

4 3. In or about 2010, Ferguson hired me to work as a full-time, non-exempt
5 cosmetologist in their Catalina Salon in the University Village, Thousand Oaks, retirement center.
6 I worked for Ferguson until July 2020 (though I and others were furloughed when the COVID-19
7 pandemic hit in early 2020). During part of 2018 and all of 2019, I was paid by Infiniti HR West
8 LLC, which I understood was a joint employer with Ferguson.

9 4. Both Ferguson and Infiniti HR West LLC paid me on a piece-rate basis, which they
10 called a commission wage. Although I was performing salon services as a licensed
11 cosmetologist, and not selling products, I was paid wages calculated as a percentage of the value
12 of the services I provided.

13 5. Because I had other duties besides cutting, coloring and styling customers' hair, I
14 was not paid for all of my work time. For example, I was required to wait inside the salon for
15 customer appointments. Many of the elderly customers arrived late or missed appointments
16 altogether. Sometimes health issues made customers miss appointments. Some customers
17 needed assistance to come to the salon for their appointments and were dependent upon staff
18 members' availability. This meant there was substantial, undocumented down time when I was
19 not being paid anything. I was uncompensated for more than half of my work shifts many times
20 during my employment.

21 6. I was not paid separately for rest and recovery periods. I have come to understand
22 through my research and work with my attorneys that as a piece rate worker, my fellow workers
23 and I were entitled to that pay. Because I was not paid for 20 minutes every day I worked, I was
24 not paid a substantial amount of wages.

25 7. Throughout my employment with Defendants, I frequently was not permitted to
26 take a meal period before the beginning of my sixth hour of work or I was required to stay inside
27 the salons in case an unscheduled client requested service or had questions. If I was in the middle
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1 of cutting or coloring a customer's hair, for example, or if the salon was very busy, I was required
2 to delay my meal period until I had finished providing service to a customer or customers.
3 Frequently, that meant beginning a meal period after my sixth hour of work had begun, or
4 skipping it altogether..

5 8. Similarly, on those days when the salon was very busy, it was not possible for me to
6 take rest breaks. When I was not provided a meal period (or was provided a meal period after the
7 sixth hour of my workday) and when I was unable to take one of more rest periods, Defendants
8 failed to pay me any extra wages.

9 9. When Defendants implemented their "Performance and Efficiency Model" in June
10 2020, my wage was changed to \$15.00 per hour. In my first paycheck under the Defendants' new
11 wage scheme (dated 06/19/2020), the Defendants paid me \$15.00 per hour, plus \$150 (a service
12 commission the Defendants mischaracterized as a "bonus"). The Defendants have never paid me
13 at two times California minimum wage. In July 2020, Ferguson laid me off and I have not
14 worked for them since then.

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

19 11. Since deciding to file this class action lawsuit, I have spent a considerable amount
20 of time talking with other employees, including the other named Plaintiffs, about their
21 experiences.

22 12. My conversations with other Ferguson employees have confirmed that my
23 experiences at Ferguson were very similar to others.

24 13. From the beginning of my involvement in this lawsuit, I have been committed to
25 protecting the interests of all other employees of the Defendants. I have performed online
26 research to understand the claims we are making and my role as a class representative. I have
27 spoken with many other Ferguson employees and have referred them to my attorneys. I have
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1 helped coordinate meetings with class members, Mr. Kitchin and Ms. Hanker. I have spent many
2 hours meeting, in person and by telephone, with Kelly Hanker and Patrick Kitchin, helping them
3 to understand Defendants' operations and employment practices. I have reviewed and responded
4 to dozens of emails and text messages to my attorneys about the case. I attended mediation and I
5 was an active participant in the settlement process. I have spent approximately 60 hours on the
6 case through today helping my attorneys and the Class.

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

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

10 Respectfully submitted,

11 By:

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13 Ildiko O'Connor

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25 TRIAL
LAWYERS
26 FOR
JUSTICE
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