

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

JACKSON APC

Armond M. Jackson (State Bar #281547)

ajackson@jacksonapc.com

2 Venture Plaza, Ste. 240

Irvine, CA 92618

Phone: (949) 281-6857

Fax: (949) 777-6218

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

GUILLERMO NUNEZ and ERIBERTO
AQUINO, on behalf of the State of California, as
private attorneys general, and as individuals on
behalf of themselves and on behalf of others
similarly situated,

Plaintiffs,

vs.

INTERSTATE MANAGEMENT COMPANY,
L.L.C., a Limited Liability Company;
INTERSTATE HOTELS AND RESORTS, INC.,
and DOES 1 through 50, inclusive,

Case No. 37-2021-00023535-CU-OE-CTL

**DECLARATION OF GUILLERMO
NUNEZ IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: August 4, 2023

Hearing Time: 8:30 a.m.

Judge: Hon. Keri G. Katz

Dept.: C74

Date Action Filed: May 17, 2021

Trial date: Not set

1 I, Guillermo Nunez, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service 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 the defendants ("Interstate") in California from June of 2019 to July of 2021
10 and was classified as exempt from overtime from June of 2019 to February of 2020 and
11 reclassified by Interstate as an hourly, non-exempt employee in February of 2020.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 ILYM, the settlement administrator. I am not aware of any other pending matter or action
19 asserting claims that will be extinguished or adversely affected by this settlement.
20

21 5. I decided to file this class action lawsuit and be a plaintiff/class representative because
22 I felt that my legal rights as an employee and others like me were violated. For example, on
23 numerous occasions I was required to clock out and continue to work during what should have
24 been my off duty-meal period and also after I had clocked out for the workday and returned
25 home, supervisors would call me on my cell phone for various maintenance issues. As such,
26 Interstate failed to pay my minimum and overtime wages correctly. Also, due to my heavy
27

1 workload, my meal periods were often late, interrupted or completely missed and I didn't receive
2 all the meal break penalty payments I was entitled to for these violations. I also regularly missed
3 my rest breaks and never received any rest break penalty payments. I was also required to use my
4 personal cell phone to respond to calls and texts from supervisors regarding scheduling and
5 maintenance issues, such as leaks, broken closets and clogged toilets, but Interstate failed to
6 reimburse me for reasonable cell phone expenses I incurred for the benefit of the company.
7

8 6. Before the complaint was filed I spoke to my attorneys several times and discussed how
9 Interstate implemented its company policies and procedures. I also assisted my attorneys in their
10 investigation into my claims by providing them documents and answering their questions. I
11 reviewed the complaint before it was filed and after it was filed I was given access to an
12 electronic file sharing program that alerted me via email when important documents were filed
13 so that I could review them and keep up with the developments in the case which I understood
14 was one of my duties as a class representative. I would also contact my attorneys from time to
15 time if I had any questions about the case.
16

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 class
20 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
21 benefit of the class members and surrender any right to compromise the group action for an
22 individual gain.
23

24 8. I understood that being a plaintiff/class representative in this case meant that I
25 was seeking damages not only for myself but also other current and/or former hourly, non-
26 exempt employees working for Interstate in California. I felt that these individuals were not
27

1 aware of their labor law rights and even if they were they would probably be apprehensive about
2 speaking up or even simply because of the time, effort and risk involved in filing a class action
3 lawsuit.

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

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

17 11. A mediation took place on September 23, 2022 with Lou Marlin, a well-respected
18 and experienced mediator of wage and hour class actions. After the all-day mediation session
19 the parties were able to reach an agreement to settle the action based on a mediator's proposal. I
20 communicated with my attorneys regarding the terms of the settlement which was reached
21 between the parties and understood that I was representing absent class members and therefore
22 wanted the best possible result to be obtained for the class members and I believe a very positive
23 result was in fact achieved via settlement. I reviewed and signed the Memorandum of
24 Understanding on February 17, 2023 and when the final settlement papers were ready, I closely
25 reviewed the Settlement Agreement which I signed on May 19, 2023.
26

1 12. I have been actively involved with this lawsuit performing the duties described above.
2 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
3 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
4 the settlement process. I estimate that I spent approximately 40-50 hours working on this case
5 up until this point. I believe I have been diligent and have done what is expected of a named
6 plaintiff and a proposed class representative to date, and will continue to do so. I have and
7 always will maintain the best interest of the class members.
8

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

15 14. I believe I did the right thing by filing this case on behalf of the class members who,
16 subject to court approval, are in line to receive monetary payments as a result of this case and
17 settlement. This is money they may never have ever gotten if I did not pursue this action on their
18 behalf. I feel significant personal satisfaction to know that I played a role in the class members
19 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
20 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
21 compensation for the work I performed and the risks I undertook.
22

23 15. As part of the settlement it was necessary for me to sign a general release of
24 claims I may have against Interstate. I believe the Class Representative Service Payment I have
25 requested provides me with some compensation for this agreed release.
26

27 16. In light of all the time and effort I have spent on this case, the risk I undertook by
28

1 suing an employer, the exposure to being responsible for paying Interstate's costs in the event we
2 did not win the case, the reputational risk that future employers may hold this lawsuit against me,
3 the general release, and in light of the size of the settlement, I believe the request for \$10,000 as
4 a Class Representative service payment is fair and reasonable.

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

7
8 Executed on Jul 10, 2023, at Chula Vista, CA.
(city, state)

9
10 
Guillermo Nunez (Jul 10, 2023 12:45 PDT)
11 Guillermo Nunez