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Attorneys for Plaintiff Rocio Rosales,
individually, and on behalf of all other similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY ORANGE-CIVIL SAN BERNARDINO

ROCIO ROSALES and ERICKA KRAUT, as
individuals and on behalf of others similarly
situated,

Plaintiffs,

vs.

DT EMPLOYER, LLC, a California limited
liability company; DT MANAGEMENT, LLC,
a California limited liability company;
DOUBLETREE EMPLOYER, LLC, a
California limited liability company; HILTON
EMPLOYER, INC., a California corporation;
HILTON HOTEL EMPLOYER, LLC, a
California limited liability company;
EMBASSY SUITES EMPLOYER, LLC, a
California limited liability company; CURIO
EMPLOYER, LLC, a California limited
liability company; HAMPTON INNS
EMPLOYER, LLC, a California limited
liability company; HLT CONRAD
DOMESTIC EMPLOYER, LLC, a California
limited liability company; HLT CONRAD
DOMESTIC, LLC, a California limited
liability company; CONRAD EMPLOYER,

Case No.: CIVSB2132004

Assigned for all purposes to:
Hon. Christian Towns
Dept. S26

**DECLARATION OF ARMOND M.
JACKSON IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: March 12, 2025
Hearing Time: 8:30 a.m.
Department: S26

1 LLC, a California limited liability company;
2 WALDORF-ASTORIA EMPLOYER, LLC, a
3 California limited liability company;
4 HOMEWOOD SUITES EMPLOYER, LLC, a
5 California limited liability company; and
6 DOES 1 through 100, inclusive,
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28 Defendants.

1 1. I am an attorney licensed to practice law before all courts of the State of California. I am
2 an attorney for Jackson APC, attorney of record for Plaintiff Rocio Rosales (referred to herein as
3 “Plaintiff”). I have personal knowledge of everything stated below and could and would
4 competently testify thereto if sworn.

5 2. I submit this Declaration in support of Plaintiffs’ motion for preliminary approval of class
6 action settlement. A true and correct copy of the fully executed Stipulation for Class Action
7 Settlement is attached to this declaration as **Exhibit A**.

8 3. During the litigation, I interviewed Rocio Rosales (“Ms. Rosales”) and determined she
9 was a suitable plaintiff based upon her experience of being subjected to Defendants’ purported
10 Labor Code violations and his concern to hold the Defendants accountable for any alleged
11 liability for such violations. By initiating this lawsuit against a former employer, Ms. Rosales has
12 subjected herself to reputational risk. Throughout the course of this litigation, Ms. Rosales
13 assisted this office in preparing the complaint. Ms. Rosales also made herself available on an
14 “on call” basis to answer any questions regarding the case and approve any settlement. Ms.
15 Rosales also continuously provided my office with updated information concerning the
16 Defendants’ business operations.

17 4. On May 8, 2021, Rocio Rosales filed claims alleging violations regarding: (1) failure to
18 provide minimum wages; (2) failure to provide overtime wages; (3) failure to provide meal
19 breaks; (4) failure to provide rest periods; (5)) failure to pay timely wages upon termination; (6)
20 failure to provide and maintain accurate itemized wage statements and maintain records; (7)
21 failure to pay for necessary business expenses; (8) unlawful business practices; and (9) violation
22 of the California Private Attorneys General Act.
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24 5. During each phase of discovery, Plaintiff’s counsel engaged in detailed case analysis
25 based on the information revealed. Calculations were performed, as well as an analysis of the
26 risks and rewards of continued litigation.
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1 6. Plaintiff served formal discovery on Defendant. The parties continued to engage in
2 discovery and ultimately agreed to exchange informal discovery in preparation for a mediation.
3 After the parties negotiated the scope of informal discovery, the parties agreed to engage
4 mediator David Rottman, Esq. Before mediation, it was agreed that Defendants produce a
5 sampling of the payroll records for the class, handbooks, relevant wage and hour policies and
6 pay data for the class. After Defendants produced the requested sampling and documentation,
7 the wage and hour policies and payroll data was reviewed and allowed the party to analyze the
8 purported violations of the Defendants. The Plaintiffs retained an expert to assist in the
9 evaluation of the data. This information allowed Plaintiffs to evaluate the claims in preparation
10 for mediation. The parties engaged in a full day mediation on February 1, 2023 with David
11 Rottman, Esq. that ultimately resulted in a settlement through a mediator's proposal. Thereafter,
12 the parties continued to negotiate the terms of the long form settlement agreement and eventually
13 executed a long form settlement agreement. Plaintiffs also took into account the uncertainty and
14 risk of the outcome of further litigation, and the difficulty and delays inherent in such litigation.
15 Plaintiffs and Counsels also considered the burdens of proof necessary to establish liability of the
16 claims asserted in the case, both generally and in response to Defendants' defenses, and the
17 difficulties in establishing penalties, and other relief sought in the case, particularly where, as
18 here, Plaintiffs may face difficulty obtaining the cooperation of class members and PAGA
19 Members who are current employees, given their likely reluctance to aid in the prosecution of a
20 lawsuit against their employer. Based on the foregoing, Plaintiffs and PAGA Counsels
21 determined that the Settlement set forth in the Agreement is fair, adequate, and reasonable and is
22 in the best interests of the class and PAGA Members.
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24 7. Throughout the litigation, my office performed a thorough investigation into the claims at
25 issue, which included: (1) determining Plaintiff's suitability as a class representative, background
26 investigations, and analyses of his employment files and related records; (2) evaluating all of
27 Plaintiff's potential representative claims; (3) researching similar class claims and PAGA actions
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1 as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing a
2 sample of employees' time and wage records; (5) reviewing Defendant's employment policies
3 and practices; (6) researching settlements in similar cases; (7) evaluating Plaintiff's claims and
4 estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and
5 (9) participating in the mediation.

6 8. By engaging in an investigation and evaluation of Plaintiff's claims, I can opine that the
7 Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair,
8 reasonable, an adequate, and is in the best interests of the LWDA in light of all known facts and
9 circumstances, including the risk of significant delay and uncertainty associated with litigation,
10 and various defenses asserted by Defendants. Based upon review of the payroll documents,
11 below is the analysis of the alleged Labor Code violations segmented by way of factual
12 predicates to support Labor Code violations.

13 9. Based on the information and evidence provided by Defendant in discovery, the analysis
14 of the payroll data, and my own independent investigation, I determined an appropriate range of
15 recovery for settlement purposes by offsetting Defendants' maximum theoretical exposure by:
16 (i) the strength of Defendant's affirmative defenses; (ii) the risk of losing a motion for class
17 certification on some or all of the claims; (iii) the risk of the Court finding that a class and PAGA
18 trial would be unmanageable; (iv) the risk of losing on various dispositive or quasi-dispositive
19 motions that Defendant will bring before trial (*e.g.*, motion to strike class and representative
20 allegations, motion to decertify a class action, and/or motions for summary judgment), which
21 may eliminate all or some of Plaintiff's claims, or bar evidence necessary to prove such claims;
22 (v) the risk of losing some or all of the claims at trial; (vi) the chances a Court may find
23 Defendant did not willfully refuse to pay discharged or terminated employees (*i.e.*, a good faith
24 failure) under Cal. Lab. Code section 203; (vii) the chances a Court may find Defendant did not
25 willfully and intentionally refuse to comply (*i.e.*, a good faith failure) with the wage statement
26 requirements under Cal. Labor Code section 226(e); (viii) the chances of the Court exercising its
27 discretion to reduce PAGA penalties (*see* Cal. Lab. Code section 2699(e); (ix) the delay in
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payment to class members due to years of protracted litigation in certifying a class, obtaining a favorable verdict at trial, upholding that verdict on appeal, and administering class notice and payments to the class at that later stage instead of now; (x) the chances of a favorable verdict being reversed on appeal; and (xi) the difficulties attendant to collecting on a judgment (collectively, the “Discount Factors”). Based on the preceding and considering the aggregate value of the claims in light of the Discount Factors, I valued the claims for settlement purposes at \$6,382,808.90 (50% probability on loss on the merits of a \$12,765,617.80 reasonable exposure analysis).

10. The evaluation determined there to be approximately 240,000 workweeks. Based upon the evaluation, the following is a table of potential damages:

Claim	Highest Theoretical Damage Exposure	Reasonable Range of Damages and Penalties	
Failure to Pay Wages	\$14,688,000 (damages) and \$6,392,600 (civil penalties) for a total of \$21,080,600	\$0	\$3,672,000 (damages) and \$1,598,150 (civil penalties) for a total of \$5,270,150 (75% discount)
Failure to Provide Rest Breaks	\$2,014,953.90 (damages and interest) \$1,586,000 (civil penalties) for a total of \$3,600,953.90	\$0	\$503,738.48 (damages) and \$396,500 (civil penalties) for a total of

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			\$261,500 (75% discount) equating to \$65,375
Labor Code section 558	\$261,500	\$0	
			\$523,000 (75% discount) equating to \$130,750
Labor Code section 204	\$523,000	\$0	
			\$523,000 (75% discount) equating to \$130,750
Labor Code section 226.2	\$523,000	\$0	
			\$523,000 (75% discount) equating to \$130,750
Labor Code section 1174	\$523,000	\$0	
			\$365,000 (75% discount) equating to \$91,250
Labor Code section 1174.5	\$365,000	\$0	

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			\$523,000 (75% discount) equating to \$130,750
Labor Code section 2699	\$523,000	\$0	
Total Damages and Civil Penalties (excluding attorneys' fees):	\$42,083,162.6	\$0	\$12,765,617.80 (Risk Analysis Discount Assessment)

Meal and Rest Periods

11. Plaintiffs alleges that Defendants understaffed shifts and scheduled meal periods such that employees did not take their meal periods within the first five hours of a shift, were less than thirty minutes, or did not take a meal period at all, on some occasions. Similarly, Plaintiffs alleges employees were not authorized to take rest periods due to understaffing.

12. Although Defendants' time records may create a rebuttable presumption that it did not provide meal periods on those occasions, in compliance with California law, *see, e.g., Donahue v. AMN Services, LLC*, 11 Cal. 5th 58 (2021), the claims are likely overwhelmed by individual inquiries, and substantial other evidence either rebuts the presumption or minimizes the potential value of the claims.

13. Furthermore, in opposition to any motion for class certification, it is anticipated that Defendants will present declarations from dozens of employees attesting to Defendants' lawful meal and rest period policies and practices, and how employees personally chose to skip, delay or shorten breaks on their own without any influence from Defendant.

14. Therefore, based on the foregoing and the "Discounted Factors" described above, these claims should be discounted. After taking into account the foregoing considerations and the

Discount Factors, I have assessed the combined value of the meal and rest period claims, inclusive of civil penalties, at between \$0 and \$2,700,715.43 reasonable range of liability * 50% probability of prevailing on claims) equating to \$1,350,357.72.

Minimum Wage and Overtime Claim

15. The theory regarding Plaintiffs' owed wage claims amounted to \$5,270,150 was based upon Plaintiffs' failure to pay wages claims. After taking into account the foregoing considerations and the Discount Factors, I have assessed the combined value of the meal and rest period claims, inclusive of civil penalties, at between \$0 and \$5,270,150 reasonable range of liability * 50% probability of prevailing on claims) equating to \$2,635,075.

16. In this case, damages may be difficult or prove-up given the lack of documentation to show off-the-clock work, tips and gratuities, despite any written policy for purposes of commonality and superiority (i.e. a manageable trial plan), as well as to demonstrate at trial for purposes of finding class-wide liability and damages. As with the preceding claims, we discounted the value of the wage claims to account for the risks of continued litigation and Defendant's affirmative defenses.

17. For example, Defendants will simply argue that Plaintiffs will not be able to present any evidence that an unlawful policy was actually implemented for all class members.

18. However, based on certain Discount Factors (i.e., lack of common evidence such as time records or confirmation of hours worked/trained), the lack of documentary evidence, and Defendants' ability to garner numerous declarations in support of its defense to this claim creates uncertainty. I estimate that a more realistic high end of exposure discounts the top end by at 75% of the highest theoretical amount.

Wage Statement Claim

19. Plaintiffs allege that Defendants failed to provide Plaintiffs with timely and accurate wage statements as a result of failing to record all hours worked for off-the-clock work. Plaintiffs also allege as a derivative claim of the foregoing allegations for failure to provide

1 wages, breaks and pay for all hours worked. Plaintiffs also allege Labor Code section 226
2 damages. Plaintiffs allege that Defendants failed to provide Plaintiffs with timely and accurate
3 wage statements as a derivative claim of the foregoing allegations for failure to provide wages,
4 breaks and pay for all hours worked.

5 20. Defendants provided wage statements with the itemized information, as required under
6 Cal. Lab. Code section 226, to its workers, including Plaintiffs, on a semi-monthly basis. To the
7 extent this claim is derivative of the claims set forth above - that Plaintiffs wage statements were
8 not accurate because Plaintiffs were not paid an additional hour of pay when they were not
9 provided meal and rest periods, not paid for all hours worked, and not properly compensated for
10 all overtime premium pay - the claim bears the same risk for failure as the factual reasons
11 discussed above.

12 21. Moreover, Labor Code section 204(b) permits employers to advance wages or pay for
13 excess hours worked in one pay period onto the next pay period.

14 22. Furthermore, to award statutory penalties under section 226(e), Defendants will argue
15 that Plaintiffs would have had to show that Defendants knowingly and intentionally issued wage
16 statements with unlawful deficiencies which justifies a discount for this claim. [See Labor Code
17 § 226; *Price v. Starbucks Corp.*, 192 Cal. App. 4th 1136, 1142-43 (2011); *see also Elliot v.*
18 *Spherion Pac. Work, LLC*, 572 F. Supp. 2d 1169, 1180-81 (2008).]

19 23. Dating back one year prior to the filing of the complaint are inaccurate, then the
20 Defendants are liable for approximately \$261,500 for Labor Code sections 226(a) violations,
21 \$523,000 for Labor Code section 226.2 violations, \$1,307,500 for Labor Code section 226.3
22 Labor Code violations, \$523,000 for Labor Code section 1174, \$365,000 for Labor Code section
23 1174.5 violations totaling \$2,980,000 for payroll and records violations. Therefore, in light of
24 these considerations and the Discount Factors, Plaintiffs assessed the settlement value of the
25 wage statement claim at \$1,099,075. Additionally, a further discount of 50% was applied to
26 account for risk of loss of the entire claim at trial or trial reduction based upon discretionary
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1 grounds under PAGA ultimately providing to a realistic range of recovery for meal break claim
2 and rest break claim combined in the amount of \$504,537.50.

3 4 **Waiting Time Penalties**

5 24. This claim is based on Plaintiff's allegations that an extra hour of pay was not provided
6 when meal or rest breaks were not provided, and that workers were not paid all wages and/or
7 premium wages. Plaintiff assessed the settlement value of the wage time penalty claim at
8 \$2,558,427.4. Additionally, a further discount of 50% was applied to account for risk of loss of
9 the entire claim at trial or trial reduction based upon discretionary grounds under PAGA
10 ultimately providing to a realistic range of recovery in the amount of \$1,279,213.70.

11 12 **2802 Business Reimbursement Claims**

13 25. Plaintiffs alleged aggrieved employees and class members were subjected to California
14 Labor Code section 2802 violations for failure to reimburse class members and aggrieved
15 employees. It was estimated that 2802 damages amounted to \$4,396,300 for potential 2802
16 Labor Code violations. Given the risk of litigation, Plaintiffs assessed the settlement value of the
17 2802 Labor Code claims at \$1,099,075 applying a 75% discount for undocumented claims.
18 Additionally, a further discount of 50% was applied to account for risk of loss of the entire claim
19 at trial or trial reduction based upon discretionary grounds under PAGA ultimately providing to a
20 realistic range of recovery for meal break claim and rest break claim combined in the amount of
21 \$549,537.50.

22 23 **Private Attorney General Act Claims Evaluation**

24 **Total PAGA Exposure:**

25 26. It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil
26 penalties "based on the facts and circumstances of a particular case" when "to do otherwise
27 would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab.
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Code § 2699(h). In reducing PAGA penalties, courts have considered issues including whether the employees suffered actual injury from the violations, whether the defendant was aware of the violations, and the employer’s willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum); see also *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011). For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—or 0.21% of the maximum—and stated that this reduction was warranted because imposing the maximum penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’ “good faith attempts” to comply with meal period obligations and because the court found the violations were minimal. *Carrington*, 30 Cal. App. 5th at 517. The Court of Appeal affirmed the lower court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. Likewise, in *Covidien*, the court reduced the potential penalties by over 82%, awarding \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; see also *Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction under specified PAGA claim where the employer produced evidence that it took its obligations seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May 12, 2011) (reversing trial court decision denying any civil penalties where violations had been proven, remanding for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15, 2012) (denying PAGA penalties for violation of California Labor Code section 226 as redundant with recovery on a class basis pursuant to California Labor Code section 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

1 27. Here, the total realistic PAGA penalties incorporating discounts is estimated at
2 \$2,296,612.50 in civil penalties that are already included in the exposure analysis. Considering
3 the issues, class claims, defenses, and the risks of reduction, a \$50,000 settlement for a release of
4 PAGA penalties while Defendant pays more than \$3,500,000 in total value—is a fair and just
5 result and furthers PAGA’s objectives, and is not “unjust, arbitrary, and oppressive.” Moreover,
6 in class action settlements, courts have approved settlements where no allocation was made to
7 PAGA claims. (*see, e.g., Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 579 (2010) (“[T]rial
8 court did not abuse its discretion in approving a settlement which does not allocate any damages
9 to the PAGA claims.”)).

10 11 **Unlawful Business Practices Claims**

12 28. Plaintiff alleged herself, aggrieved employees and class members were subjected to
13 unlawful business practices for the alleged labor code violations of Defendant. (*See* Cal. Bus.
14 and Prof. Code section 17200.) This claim is derivative and the purpose of this claim was to
15 extend any statute of limitations claims for the wage and hour claims. The value of this claim is
16 incorporated into the value of the wage and hour claims.

17 29. On February 1, 2023, the Parties participated in a full-day mediation with David
18 Rottman, Esq. who is a premier wage and hour class action mediator. After several rounds of
19 negotiations, the parties were not able to resolve this case into the afternoon. As a result of the
20 impasse, David Rottman, Esq. configured a mediator’s proposal that was ultimately accepted by
21 all parties after months of ongoing negotiations. Plaintiff made herself available for the entire
22 duration of the mediation providing necessary information in order to engage in effective
23 negotiations.

24 30. I have been a California licensed attorney since November 2011. I began my career in
25 law while still in law school when in I served as a law clerk for the Pedersen Law & Dispute and
26 Resolution Corporation (“PLDRC”) handling employment-related litigation matters. While
27 clerking for PLDRC, I analyzed and organized discovery documents and researched employment
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1 litigation issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I
2 worked as an associate attorney at Pedersen McQueen between March 2013 through January
3 2017, almost exclusively engaging in employment matters representing employees. I have
4 litigated several wage and hour cases to trial and am currently litigating or have litigated cases
5 valued in the six and seven figure dollar range, including representative actions. I had primary
6 responsibility for approximately 20 litigation matters on average throughout my employment at
7 PLDRC and Pedersen McQueen and Pedersen Law. I regularly practiced in state court and
8 sometimes Federal court. As an associate, my responsibilities included carrying primary case
9 responsibility which includes tasks like taking depositions, conducting damages analysis,
10 analyzing discovery documents, conducting client intake, developing discovery and litigation
11 strategies, participating in mediations and arbitrations, engaging in settlement negotiations, trial
12 preparation and trial work, as well as other responsibilities that commonly coincide with
13 managing cases from start to finish. I have been a member of local bar associations, including
14 the Orange County Bar Association, as well as the State Bar of California and American Bar
15 Association and served in a number of leadership roles at all levels. Most notably, I served as a
16 Committee Member of the Orange County Bar Association Young Lawyers' Education
17 Committee and Social Committee.

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19 31. In January 2017, I officially started my own practice, Jackson APC. Throughout my
20 career, I have currently litigated approximately 100 Private Attorneys General Act cases and/or
21 class action cases to resolution by way of settlement or trial. Over the course of my career, I
22 have litigated above 150 employment cases, including wage and hour representative actions to
23 resolution by way of settlement, default or trial. Based upon my experience, I believe the benefit
24 conferred by the proposed Settlement is eminently fair and reasonable, and is in the best interests
25 of the Class Members because (1) of the monetary benefits to the Class Members and (2)
26 avoiding the risk, delay, and uncertainty of continued litigation.
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32. Attached hereto as **Exhibit B** is a true and correct copy of Plaintiff's Private Attorneys General Act notice sent to Defendant on March 4, 2021.

33. Attached hereto as **Exhibit C** is a true and correct copy of Plaintiff's Amended Private Attorneys General Act notice sent to Defendant on June 11, 2021.

34. Attached hereto as **Exhibit D** is a true and correct copy of Plaintiff's Amended Private Attorneys General Act notice sent to Defendant on September 5, 2024.

35. On November 29, 2024, my office submitted a true and correct copy of the operative fully executed Stipulation for Class Action Settlement for this matter to the California Labor and Workforce Development Agency and the moving papers filed concurrently herewith as stated on the proof of service.

36. To date, the California Labor and Workforce Development Agency has not responded.

37. Jackson APC advanced 100% of all costs for this matter.

38. Below is a list of prior wage and hour representative actions on which I have served as lead or co-counsel.

1. *Kim v. FNS, InL.*, Los Angeles Superior Court, Case No. BC 578015

2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court, Case No. 37-2017-00003415-CU-OE-CTL

3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-000077437-CU-WT-CLT

4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court, Case No. 30-2017-00899277-CU-OE-CXC

5. *Sanchez, et al v. Pueblo Restaurant, InL. dba Casa Torres*, Los Angeles Superior Court, Case No. BC697241

6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino Superior Court, Case No. CIVDS1610431

- 1 7. *Mendoza v. McNeal, Duckworth and McNeal, InI.*, Orange County Superior Court,
2 Case No. 30-2017-00899290-CU-OE-CXC
- 3 8. *Ortiz v. Bayside Insurance Associates, InI. et al*, Orange County Superior Court, Case
4 No. 30-2016-00895669-CU-OE-CXC
- 5 9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No.
6 BC609306
- 7 10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County
8 Superior Court, Case No. BC691018
- 9 11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court,
10 Case No. BC715217
- 11 12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No.
12 30-2016-00854699-CU-OE-CXC
- 13 13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court,
14 Case No. 30-2018-00989673-CU-OE-CXC
- 15 14. *Mr. Ruiz v. Habit Restaurants, LLC, The et al*, Orange County Superior Court, Case
16 No. 30-2016-00840385-CU-OE-CJC
- 17 15. *Radilla v. States Logistics Services, InI.*, Orange County Superior Court,
18 Case No. 30-2018-00978231-CU-WT-CJC
- 19 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court,
20 Case No. 30-2017-00900653-CU-OE-CJC
- 21 17. *January v. Discovery Management InI. et al*, Los Angeles Superior Court,
22 Case No. BC635918
- 23 18. *Angel Hernandez v. Merchants Landscape Services, InI. et al.*, Los Angeles Superior
24 Court, Case No. BC674131
- 25 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court,
26 Case No. 30-2016-00840321-CU-OE-CJC
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1 20. *Munoz v. Batten Down, InI. et al*, Los Angeles County Superior Court, Case No.
2 BC617880

3 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case
4 No. 30-2016-00840386-CU-OE-CJC

5 22. *Darmawati v. Westview Services InI.*, Orange County Superior Court, Case No. 30-
6 2015-00795449-CU-OE-CJC

7 23. *Escobar v. Westcoast Textiles, InI. et al*, Orange County Superior Court,
8 Case No. 30-2018-00979111-CU-OE-CXC

9 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
10 No. 30-2017-00900648-CU-OE-CXC

11 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
12 No. 8:19-cv-00564

13 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior
14 Court, Case No. 30-2017-00926015-CU-OE-CXC

15 27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,
16 Case No. 30-2016-00877489-CU-OE-CXC

17 28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,
18 Case No. 30-2018-00978815-CU-OE-CXC

19 29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No.
20 BC653817

21 30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County
22 Superior Court, Case No. 30-2018-00981362-CU-WT-CXC

23 31. *Santisteban v. Rod Fraser Enterprises, InI. et al*, Orange County Superior Court,
24 Case No. 30-2017-00904202-CU-OE-CXC

25 32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court,
26 Case No. 30-2018-00966582-CU-WT-CXC
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- 1 33. *Ajin v. Lyimi, Inc*, Los Angeles County Superior Court, Case No. BC696168
- 2 34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,
- 3 Case No. BC710735
- 4 35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,
- 5 Case No. 30-2015-00795457-CU-OE-CJC
- 6 36. *Juarez v. Arakelian Enterprises, InI., et al*, Los Angeles Superior Court,
- 7 Case No. BC710736
- 8 37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,
- 9 Case No. 30-2018-00981299-CU-OE-CXC
- 10 38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court,
- 11 Case No. BC722778
- 12 39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case
- 13 No. 30-2018-00982745-CU-OE-CXC
- 14 40. *Magana v. Zara USA, InI., et al*, Orange County Superior Court,
- 15 Case No. 8:18-cv-02249-AG (ADSx)
- 16 41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,
- 17 Case No. 30-2018-00971152-CU-WT-CJC
- 18 42. *Diaz v. Macy's West Stores, InI. dba Macy's*, Central District of California,
- 19 Case No. SACV19-00303 ODW (MAAx)
- 20 43. *Aguirre v. Shelfmaster el al*, Orange County Superior Court, 30-2015-00787557-CU-
- 21 OE-CJC
- 22 44. *Goldman v. Encore Energy, InI.*, Los Angeles County Superior Court, BC606773
- 23 45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court,
- 24 Case No. BC646999
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1 I declare under the penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on this 29th day of November 2024 in Irvine, California.
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4 /s/ Armond M. Jackson

5 Armond M. Jackson, Declarant
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