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 on behalf of herself and all others similarly situated

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 on behalf of himself and all others similarly situated

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

DESTINY HENDERSON-HUDGINS and
 EDWIN RODRIGUEZ HERNANDEZ,
 individually and on behalf all others similarly
 situated,

Plaintiffs,

v.

BUBBA GUMP SHRIMP CO. RESTAURANTS,
 INC., a Delaware Corporation; LANDRY'S
 PAYROLL, INC., a Texas Corporation; and
 DOES 1-50, inclusive,

Defendants.

Case No.: 21CV002050

Assigned for All Purposes:
 Hon. Carrie M. Panetta
 Dept. 14

**DECLARATION OF DESTINY
 HENDERSON-HUDGINS IN SUPPORT
 OF MOTION FOR APPROVAL OF
 PAGA SETTLEMENT AGREEMENT**

Reservation ID:

Date:
 Time:
 Dept:

Complaint Filed: June 25, 2021
 Trial Date: None Set

DECLARATION OF DESTINY HENDERSON-HUDGINS

1. I am a named plaintiff in this action. I have personal knowledge of all facts in this declaration and, if asked, I would testify to these facts under oath in court.

2. I was employed by Defendant from March 2019 to August 23, 2023. I initially worked as a host from March 2019 to January 2023, then transitioned to a Server role from January 2023 until I left the company in August 2023. As a host, I was responsible for greeting and seating customers, managing reservations, and ensuring a smooth flow of patrons through the restaurant. In the server position, I took customer orders, delivered food and beverages, and provided overall customer service to diners. I also provided to-go order support.

3. I believe that when I was employed by Defendant, I was not paid for all hours that I worked, including minimum wages, overtime wages and tips. I was required to work off the clock without pay. I was frequently not provided with timely 30-minute, uninterrupted meal periods and ten-minute uninterrupted rest periods, and I frequently did not receive meal or rest period premiums in lieu of meal or rest periods. I was also not paid reporting time pay when I was required to report to work but I was not needed for my full shift. I was not reimbursed for all necessary expenses. I also was not timely paid my wages during employment or upon termination, and I was not provided accurate itemized wage statements. Based on my observations and Defendant's policies and procedures, I believe that my experiences were typical of the Aggrieved Employees during the relevant time period.

4. After meeting with my attorneys about these issues, I decided to proceed with a lawsuit against my former employer. At the time, I also agreed to seek to bring my claims as a PAGA representative on behalf of the state of California and on behalf of the Aggrieved Employees. I agreed to consider the interest of the Aggrieved Employees just as I would consider my own interest.

5. When I agreed to represent the Aggrieved Employees, I understood it was my duty to be readily available and to participate actively in the case. I knew that I needed to keep aware of the status and progress of the lawsuit, and assist my attorneys in litigating the case on behalf of the Aggrieved Employees. At all times, I worked to fulfill these duties on behalf of the Aggrieved

Employees.

6. I also understood the risks I could face due to my involvement as a named plaintiff. I understood that I could be held responsible for the payment of Defendant's court-awarded litigation costs and potentially attorneys' fees if I did not prevail in the litigation. Therefore, I realized that I was taking a significant amount of risk in filing a lawsuit.

7. I knew that my name could easily be located on a search of court records and that any prospective employer may find out that I had sued my former employer, which poses a risk to my future employment. In addition my name will be disclosed to the Aggrieved Employees through the PAGA notice, which poses risks my privacy.

8. Even though I knew I was taking risks, I knew I had to do what I believed was right and pursue claims on behalf of other employees to vindicate our rights and attempt to recover the wages owed to us.

9. My attorneys prepared and forwarded me a copy of the PAGA complaint and First Amended Complaint in this case that would be filed on my behalf. I thoroughly reviewed the complaints and discussed the contents with my attorneys.

10. My attorneys prepared and forwarded me a copy of a notice to be sent to the Labor and Workforce Development Agency ("LWDA") on my behalf, setting forth claims that I raised relating to my employment with Defendant.

11. On June 25, 2021, my attorneys filed a PAGA Representative Action complaint with the Monterey Superior Court commencing the above-entitled action.

12. I understand that because of an arbitration agreement that I signed during my employment with Bubba Gump, some of my claims had to be litigated in arbitration. I initiated arbitration against Bubba Gump on December 21, 2022.

13. On March 19, 2021, my attorneys also submitted notice to the LWDA on my behalf, based on the claims asserted in my class complaint. I also asserted additional claims for failure to keep accurate records.

14. I spent a substantial amount of time and effort pursuing claims on behalf of the State of California and the Aggrieved Employees from the time I retained my attorneys to this date.

1 15. During this litigation, I have spent hours on telephone calls discussing the facts of my
2 case with the attorneys of James Hawkins APLC and their staff. I spent hours discussing the facts
3 related to my employment with Defendant, including discussing the details of my employment at the
4 restaurant. I have also worked to identify witnesses and assist my attorneys in moving this case
5 forward.

6 16. I also spent hours looking for all documents related to my employment with Bubba
7 Gump and sending them to my attorneys, which included wage statements, personnel documents,
8 emails, and other paperwork. I further spent several hours on telephone calls discussing the
9 documents I provided to my attorneys. I have also reviewed numerous documents produced during
10 the information exchange process in this case to assist my attorneys in prosecuting this case and
11 ultimately preparing for mediation. I assisted my attorneys in preparing for mediation and remained
12 available during the mediation to address any questions or issues that arose from my attorneys
13 during the mediation, and I kept apprised of the follow up negotiations.

14 17. My attorneys provided me with a copy of the proposed Private Attorneys General Act
15 Settlement Agreement (“Settlement”), which I reviewed carefully before signing. I discussed the
16 terms and any questions I had with my counsel.

17 18. It is my opinion that the proposed settlement in this case is fair, adequate and
18 reasonable.

19 19. I understand that the State of California and the Aggrieved Employees will receive
20 payments they would not otherwise have recovered but for the initiation of the case.

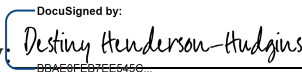
21 20. I do not have any conflicting interests with the Aggrieved Employees, and I have
22 always considered the interests of the Aggrieved Employees just as I would consider my own
23 interest and placed the interests of the Aggrieved Employees above my own since I started the case.
24 In addition, I believe I have put myself at risk by pursuing this lawsuit on behalf of myself, the State
25 of California, and other current and former employees of Defendants, and I understand that my
26 participation in this lawsuit could inhabit my ability to seek gainful employment in the future.

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21. As I have been since I initiated this lawsuit in 2021, I remain committed to this case and intend to continue to participate as needed until the conclusion of this matter for the benefit of the State of California and the Aggrieved Employees.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on Sep, 10th, 2025 in San Jose, California.

By: 
Destiny Henderson-Hudgins