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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN FRANCISCO**

10
11 ALMA HEYMAN, an individual, on behalf
of himself and on behalf of all persons
12 similarly situated,

13 Plaintiff,

14 vs.

15 RENOIR HM, LLC, a Limited Liability
16 Company; and Does 1 through 50, Inclusive,

17 Defendants.

Case No. **CGC-21-595913**

18 **DECLARATION OF ALMA HEYMAN**
19 **IN SUPPORT OF MOTION FOR**
20 **PRELIMINARY APPROVAL OF**
21 **CLASS SETTLEMENT**

Hearing Date: June 1, 2023

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer

Dept: 302

Date Filed: October 8, 2021

Trial Date: Not set

1 I, Alma Heyman, 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 Defendant Renoir HM, LLC ("Renoir") in California from April of 2021 to
10 June of 2021. I was classified by Renoir as an hourly, non-exempt employee during that time
11 period.
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 Phoenix Class Action Administration Solutions, the settlement administrator. I am not aware of
19 any other pending matter or action asserting claims that will be extinguished or adversely
20 affected by this settlement.
21

22 5. I decided to file this class action lawsuit and be a plaintiff/class representative because
23 I felt that my legal rights as an employee and others like me were violated. Renoir failed to
24 compensate me for all the time I worked. This occurred, for example, when I was required to
25 stop by the HR office for a COVID-19 temperature check and also complete a COVID-19
26 symptom check on my personal cell phone prior to clocking in. I was also not paid for the time it
27

1 took me to put on my uniform as I had to be in uniform and ready to work in the hotel the second
2 I clocked in. Also, due to the limited staffing of the hotel, I was regularly unable to take a
3 compliant meal or rest break because they were either late, interrupted or missed entirely. I also
4 did not receive all the meal break premium payments I should have received for non-compliant
5 meal breaks and never received any rest break premium payments for rest break violations. In
6 addition, I was required to use my personal cell phone for work-related issues such as COVID-19
7 symptom checks and scheduling issues but Renoir did not reimburse me for reasonable cellular
8 phone expenses I incurred for the benefit of the company.

10 6. This class action case was filed on October 8, 2021. Before the complaint was filed I
11 spoke to my attorneys several times and discussed how Renoir implemented its company policies
12 and procedures. I also assisted my attorneys in their investigation into my claims by providing
13 them documents and answering their questions. I reviewed the complaint before it was filed and
14 after it was filed I was given access to an electronic file sharing program that alerted me via
15 email when important documents were filed so that I could review them and keep up with the
16 developments in the case which I understood was one of my duties as a class representative. I
17 would also contact my attorneys from time to time if I had any questions about the case.

19 7. Even though this action is in the process of settling, I was and remain prepared to
20 perform all the duties of a class representative. I understand that as a class representative I have
21 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
22 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
23 benefit of the class members and surrender any right to compromise the group action for an
24 individual gain.

26 8. I understood that being a plaintiff/class representative in this case meant that I

1 was seeking damages not only for myself but also other current and/or former hourly, non-
2 exempt employees working for Renoir in California. I felt that these individuals were not aware
3 of their labor law rights and even if they were they would probably be apprehensive about
4 speaking up or even simply because of the time, effort and risk involved in filing a class action
5 lawsuit.

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

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

19
20 11. A mediation took place on October 18, 2022 with Kelly Knight, a well-respected
21 and experienced mediator of wage and hour class actions. Following the all-day mediation
22 session, the parties agreed to settle the action. I communicated with my attorneys regarding the
23 terms of the settlement which was reached between the parties and understood that I was
24 representing absent class members and therefore wanted the best possible result to be obtained
25 for the class members and I believe a very positive result was in fact achieved via settlement. I
26 reviewed and signed the Memorandum of Understanding on November 29, 2022 and when the
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1 final settlement papers were ready, I closely reviewed the Settlement Agreement which I signed
2 on March 29, 2023.

3 12. I have been actively involved with this lawsuit performing the duties described above.
4 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
5 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
6 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
7 up until this point. I believe I have been diligent and have done what is expected of a named
8 plaintiff and a proposed class representative to date, and will continue to do so. I have and
9 always will maintain the best interest of the class members.
10

11 13. My attorneys explained to me that the settlement process involves a two-step
12 review by the Court to determine whether the settlement is fair before approving the settlement.
13 I know this process also involves notifying all class members of the settlement terms and of their
14 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
15 settlement.
16

17 14. I believe I did the right thing by filing this case on behalf of the class members who,
18 subject to court approval, are in line to receive monetary payments as a result of this case and
19 settlement. This is money they may never have ever gotten if I did not pursue this action on their
20 behalf. I feel significant personal satisfaction to know that I played a role in the class members
21 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
22 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
23 compensation for the work I performed and the risks I undertook.
24

25 15. As part of the settlement it was necessary for me to sign a general release of
26 claims I may have against Renoir. I believe the Class Representative Service Payment I have
27

1 requested provides me with some compensation for this agreed release.

2
3 16. In light of all the time and effort I have spent on this case, the risk I undertook by
4 suing a former employer, the exposure to being responsible for paying Renoir's costs in the event
5 we did not win the case, the reputational risk that future employers may hold this lawsuit against
6 me, the general release, and in light of the size of the settlement, I believe the request for \$10,000
7 as a Class Representative service payment is fair and reasonable.

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

10 Executed on Apr 28, 2023, at San Francisco, CA.
11 (city, state)

12 
13 Alma Heyman (Apr 28, 2023 19:36 PDT)
14 Alma Heyman