

MAYALL HURLEY P.C.

Robert J. Wassermann (SBN 258538)

rwassermann@mayalllaw.com

Nicholas J. Scardigli (SBN 249947)

nscardigli@mayalllaw.com

2453 Grand Canal Boulevard

Stockton, California 95207-8253

Telephone: (209) 477-3833

Facsimile: (209) 473-4818

SW EMPLOYMENT LAW GROUP, APC

Shawn Sasooness (SBN 300768)

shawn@swemploymentlaw.com

7700 Irvine Center Drive, Suite 930

Irvine, California 92618

Telephone: (949) 674-4922

LAVI & EBRAHIMIAN, LLP

Joseph Lavi (SBN 209776)

jlavi@lelawfirm.com

Vincent Granberry (SBN 276483)

vgranberry@lelawfirm.com

8889 W. Olympic Blvd., Suite 200

Beverly Hills, California 90211

Telephone: (310) 432-000

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

Dorcas-Cothy Kabasele, Katia Arrellano, Angel Gonzalez, Mindy Miranda, Saryna De Jesus, Tatiana Brenal, Flor Cruz, Julissa Perez, Elissa Padilla, Ian Lamar, Claudia Benitez, Brittney Hughes, George Maddox, Victoria Henkes, Allexandra Tan, Danielle Quaid, Elizabeth Faaborg, Vincent Hall, Jerrica Labian, Lauren Hall, Ryan Guffey, Kiersten Wong, Brittani Herena, Janet Sanchez, Brittany Sommers, Cheyenne Lopez, Talia Casteneda, Nohely Llamas, Rhonda Prickett, Debbie Harrison,

Plaintiffs,

vs.

ULTA SALON, COSMETICS & FRAGRANCE, INC., a Delaware corporation and DOES 1 – 100, inclusive,

Defendants.

Case No. 2:21-cv-01639-WBS-CKD

**DECLARATION OF SHAWN SASOONESS
IN SUPPORT OF PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 6, 2023

Time: 1:30 p.m.

Dept.: Courtrooms 5, 14th Floor

Judge: Hon. William B. Shubb

Complaint Filed: September 10, 2021

FAC Filed: September 29, 2021

SAC Filed: November 23, 2022

TAC Filed: February 15, 2022

Trial Date: None Set

DECLARATION OF SHAWN SASOONESS

I, Shawn Sasooness, declare as follows:

1. I am an attorney duly licensed to practice law before the courts in the State of California and managing attorney at SW Employment Law Group, APC., attorney of record for Plaintiffs (“Plaintiffs”) (along with Mayall Hurley, P.C. and Lavi & Ebrahimian, LLP), and those similarly situated. I have personal knowledge of the facts contained herein, and, if called to testify I could and would competently do so.

2. I make this Declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement.

3. I am a member of good standing of the State Bar of California, licensed to practice in the state of California and in the United States District Court (SBN 300768). I am a co-founder of this firm and for the last six years I have devoted half of my practice to advocating for the rights of individuals who have been subjected to illegal pay policies, discrimination, harassment, and retaliation. I have dedicated of a large portion my entire practice to litigating and successfully resolving unlawful practice of employers, who sometimes are blatantly violating the law, and others, who just simply do not know the law. I earned my Bachelor of Arts degree in Political Science from the University of California Los Angeles in June 2010. In May 2014, I received my Juris Doctorate from Chapman University, Fowler School of Law School and was subsequently admitted to the California bar in December 2014.

Procedural History

4. On August 30, 2021, my office, provided the Labor Workforce and Development Agency (the “LWDA”) and Defendant, ULTA Salon, Cosmetics & Fragrance, Inc. (“ULTA”) with Angel Gonzelez’s written notice of PAGA claims, thereby exhausting the administrative requirements of Labor Code § 2699.

5. On November 19, 2021, Plaintiffs, Angel Gonzalez, Mindy Miranda, Saryna De Jesus, Tatiana Brenal, Flor Cruz, Julissa Perez, Elissa Padilla, Ian Lamar, Claudia Benitez, Brittney Hughes, George Maddox, Victoria Henkes, Allexandra Tan, Danielle Quaid, Elizabeth Faaborg, Vincent Hall, Jerrica Labian, Lauren Hall, Ryan Guffey, Kiersten Wong, Brittani Herena, Janet Sanchez, Brittany

1 Sommers, Cheyenne Lopez, Talia Casteneda, Nohely Llamas, Rhonda Prickett, Debbie Harrison, filed
2 their Class and PAGA representative action against ULTA in Los Angeles County Superior Court,
3 Case No. 21STCV42843, alleging ten causes: (1) failure to provide meal periods; (2) failure to provide
4 rest periods; (3) failure to pay overtime; (4) failure to maintain accurate records; (5) failure to pay all
5 wages when due; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse
6 work expenses; (8) failure to timely pay wages upon termination; (9) violation of the Private Attorney
7 Generals Act of 2004; and (10) unfair business practices (the “*Gonzalez*” action).

8 6. On January 18, 2022, ULTA removed the *Gonzalez* matter to the United States District
9 Court, Central District of California, where it is now pending before the Honorable André Birotte Jr.
10 On March 7, 2022, the *Gonzalez*’s Plaintiffs learned through Defendant of the of the earlier-filed
11 *Kabasele* action. On June 2, 2022, the Court in the *Gonzalez* Action stayed the action pending the
12 outcome of the *Kabasele* Action’s class certification motion pursuant to the first-to-file rule and due
13 to the overlap in the actions’ claims.

14 *Investigation, Settlement Negotiations and Mediation*

15 7. On September 8, 2022, the Parties participated in private mediation with well-respected
16 and experienced wage and hour class action mediator, Joel Grossman, Esq. of JAMS. Despite
17 engaging in a full day of mediation, the Parties were unable to reach a resolution. Negotiations
18 facilitated by Mediator Grossman continued for the next two plus weeks before a mediator’s proposal
19 was accepted on September 22. The Parties spent several months negotiating the final terms of the
20 Settlement before executing the same on January 18, 2023. At all times, the Parties’ negotiations were
21 adversarial, non-collusive, and at arms’ length. The Parties on both sides are represented by
22 experienced class action attorneys with specialized knowledge of both class action and employment
23 law.

24 8. The Parties entered into a more comprehensive written settlement agreement, the
25 Settlement Agreement and Release (the “Settlement Agreement”) which is now presently before the
26 Court for Final Approval. In order to reach the final Settlement Agreement, the Parties exchanged
27 extensive informal and formal discovery, debated issues, negotiated and resolved many difficult legal
28

1 and factual issues. During the Settlement process, the Parties on both sides were required to make
2 reasonable compromises in light of the facts, issues and risks presented in this action. I also considered
3 the burdens of proof necessary to achieve certification of the case and then, even if successful in
4 achieving class certification to establish liability against defendants. All of these factors indicated that
5 the best interests of the Class Members would be served by a settlement of this action in the manner
6 and upon the terms set forth in the Settlement Agreement.

7 Plaintiffs' Incentive Awards

8 9. The Settlement Agreement contemplates an incentive award to the Plaintiffs, to
9 recognize the significant time and effort in assisting Class Counsel in the prosecution of this case,
10 including factual background for mediation and Class Complaint; relevant documents, participating
11 in numerous phone call with counsel to discuss litigation and settlement strategy; participating in
12 mediation by phone; and reviewing settlement documents.

13 10. Currently, there are five named Plaintiffs, Lauren Hall, Allexandra Tan, Elizabeth
14 Faaborg, Vincent Hall and Janet Sanchez who have remained unresponsive to our communications.
15 My office and I have made significant efforts to communicate with these Plaintiffs. In an effort to
16 contact the five Plaintiffs, I have done the following:

17 a. Hired Silver Dragon Attorney Service, Inc. ("Silver Dragon") to personally delivery
18 written communications from my office requesting that they contact me. Silver Dragon undertook a
19 reasonable and diligent efforts to serve Plaintiffs at their residence. However, Silver Dragon has been
20 unsuccessful in contacting Plaintiffs at their residence.

21 b. Searched web based databased with people search functions for all five Plaintiffs, in
22 an effort to obtain information to assist in locating them. These searches included the following sites:
23 www.advance.lexis.com, www.google.com, www.linkedin.com, and www.facebook.com.

24 c. I caused to be mailed a certified USPS letter at their most recent addresses.

25 d. My office and I have emailed and called Plaintiffs numerous times without success.

26 11. Based on the foregoing reasonable attempts to locate these Plaintiffs over a substantial
27 period of time, I intend on dismissing them as class representatives only by February 3, 2023.

28 12. The Class would not have received a benefit from this action had it not been for the

1 contributions of the remaining Plaintiffs.

2 I declare under penalty of perjury under the laws of the State of California that the foregoing
3 is true and correct, and that this declaration was executed on this 20th day of January 2022, at Los
4 Angeles, California.

5
6 /s/ Shawn Sasooness

Shawn Sasooness