

Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Christine S. Lee (State Bar No. 339947)
christine@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder, Esq. (CBN 170131)
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023
Tel: (831) 531-4214
Fax: (831) 634-0333
bill@polarislawgroup.com

Edward W. Choi, Esq. SBN 211334
LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: (213) 381-1515
Facsimile: (213) 465-4885
Email: edward.choi@choiandassociates.com

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

PERLA MARIN, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

HB LEISURE, INC., a Florida corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2021-00048225-CU-OE-CTL

(Assigned to the Honorable Eddie C.
Sturgeon, Department 67)

**DECLARATION OF EDWARD W.
CHOI IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 6, 2023

Time: 9:00 a.m.

Dept.: 67

1 I, Edward W. Choi, declare as follows:

2 1. I am an individual over the age of 18. I am one of the attorneys of record for
3 Plaintiff Perla Marin (hereinafter referred to as "Plaintiff"). I have personal knowledge of the
4 facts set forth below and if called to testify I could and would do so competently.

5 2. Plaintiff conducted formal and informal discovery, including the administration
6 of a *Belaire West* notice to obtain the class member's contact information. Further, prior to
7 engaging in settlement negotiations, Defendant provided the necessary data, including the
8 number of putative class members, the number of weeks worked and pay periods at issue, time
9 and payroll records, the number of wage statements at issue, as well as information pertaining to
10 Defendants' policies, practices, and procedures pertaining to overtime wages and wage
11 statement practices. The information provided by Defendants allowed Plaintiff to review and
12 analyze the liability and potential exposure.

13 3. Plaintiff believes that the class could prevail at trial for all of the Labor Code
14 violations. However, Plaintiff also believes in the fairness of the settlement that is based on
15 factoring in the uncertainty and risks to Plaintiff involved in not prevailing on one or more of
16 the causes of action or theories alleged in his Complaint, the possibility of losing at trial and
17 potential for appeals. Moreover, as Defendant adamantly disputes that it should be liable for the
18 full extent of the penalties, there is a possibility that Plaintiff and the class would be awarded
19 less or no penalties at trial.

20 4. After taking into account sharply disputed factual and legal issues involved in
21 this litigation, the risks attending further prosecution, and the substantial benefits to be received
22 pursuant to the compromise and settlement of the litigation, Plaintiff and Class Counsel have
23 concluded that settlement on the terms hereinafter set forth is appropriate and in the best
24 interests of the Parties and that this settlement is fair and reasonable.

25 **ATTORNEY EXPERIENCE**

26 5. I am one of the primary attorneys on this matter. My qualifications are as
27 follows: I received my *Juris Doctorate* degree from UCLA Law School in 2000. Upon
28

graduation, I joined the law firm of Lee & Associates in Los Angeles, California as an associate. I started my own practice in October 2004.

6. During the course of my practice, I have primarily represented consumers and obtained millions of dollars in recovery for my clients. I have handled numerous wage and hour cases during my career. Since 2009, I have been certified as class counsel and granted final approval in *Choi, et al. v. Midway International Inc., et al.* LASC Case No. BC394495; *Lee v. The Men's Wearhouse, Inc., et al.* Alameda Superior Court Case No. RG09461973; *Garcia, et al. v. RGIS, LLC, et al.* LASC Case No. BC 425624; *Choi v. Mazda, et al.* LASC Case No. BC 391638; *Cabrera v. Frazee, et al.* LASC Case No. BC 440309; *Vo, et al. v. The Party Staff, et al.* OCSC Case No. 30-2011-00444836-CU-OE-CXC; *Oh, et al. v. Best Coach Technologies, Inc., et al.* LASC Case No. BC 462848; *Rawley v. Freedom Mortgage, Inc.* Orange County Superior Court Case No. 30-2014-00724164-CU-OE-CXC; *Mendez v. Stevenson Restaurant, Inc.* LASC Case No. BC536766; *Castro v. Continental Airlines*, USDC Central District Case No. 2:14-CV-00169-SVW-AGR; *Barreras v. Michaels Stores, Inc.* USDC – Northern District Case No. C12-04474 PJH, *Dynabursky v. AlliedBarton Security Services, LP, et al.*, SACV 12-02210 JST (RNBx), *Brown v. CVS Caremark, et al.* United States District Court, Central District, Case No.: 2:15-cv-07631-JFW-PJW; and *Wu v. General Nutrition* Orange County Superior Court Case No. 30-2012-00593759-CU-OE-CXC.

7. I, nor anyone at my firm, has any relationship of any kind with the Free to Thrive organization.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 1, 2023, at Los Angeles, California.


Edward W. Choi