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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 PERLA MARIN IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 16, 2024

Time: 9:00 a.m.

Dept.: 67

DECLARATION OF PERLA MARIN

I, Perla Marin, hereby declare and state as follows:

1. I am an individual over the age of 18. I am the named plaintiff in the above-reference action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I was employed by Defendant HB Leisure, Inc. ("Defendant") as a Game Operator from about March 2021. I worked as a non-exempt, hourly employee until my termination on or about July 21, 2021.

3. During my employment, I earned additional non-discretionary remuneration, including, but not limited to, bonuses, in work weeks in which I also earned overtime wages. During weeks I worked overtime and received non-discretionary pay, the overtime wages were paid at my base rate of pay, instead of the correct, higher regular rate of pay. As such, I am owed additional wages.

4. I did not receive all wages owed to me at the end of my employment.

5. Given the underpayment of wages, the wage statements issued by Defendant did not identify the correct overtime wage rates of pay, gross wages earned, and net wages earned.

6. During the pendency of this lawsuit, I was required to provide assistance to my attorneys, including discussing the case with them on numerous occasions and providing them with documents and information. I have spent a significant amount of time in connection with the assistance/prosecution of the claims in this lawsuit. I estimate that I spent approximately 30 hours in connection with the assistance/prosecution of the claims in this lawsuit. This includes engaging in numerous telephonic discussions with my counsel regarding the case, searching for and providing various documents relating to my claims, including my pay records, reviewing various files and pleadings in this case, including my PAGA letter, the complaint, the Settlement Agreement, and my declarations. Throughout this case, I have continuously been kept apprised of the status of this case.

7. I understand that this action was brought on behalf of other similarly situated employees of Defendant in the State of California, and thus I am acting as a representative for

1 the Class. As the class representative, I understand that it is my responsibility to act in the
2 Class's best interest and not my own. I agree that I will not put my own interests ahead of that
3 of the Class. Moreover, I am not aware of any conflicts that exist between my interest and the
4 interests of the Class that would impair or affect my ability to serve as representative for the
5 Class.

6 8. I have and continue to be willing to assist in the investigation of this matter as
7 well as make myself available for trial or any further proceeding in this matter as required to
8 represent the interests of the Class. I also understand my duties and responsibilities to the
9 proposed class and will carry out those duties as necessary.

10 9. I have discussed the terms of the settlement with my attorneys, and based on the
11 information provided, I believe the settlement to be fair, adequate, and reasonable for myself
12 and for the entire Class.

13 10. I am aware and have been aware from the inception of the case, that there is the
14 risk that if I do not win my case, then I could be liable for Defendant's litigation fees and costs.
15 I also understand that filing an individual case could have involved fewer costs and resolved
16 faster than filing a class action. I accepted that risk in this case.

17 11. I also understood that filing this lawsuit is a public record. As such, I risked my
18 future employment in order to bring this action. Since this lawsuit is a public record, it is
19 something that potential employers can look into and could cause a negative impact on my
20 future employment prospects.

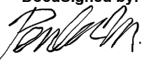
21 12. In connection with the settlement, I also executed a general release of any and all
22 claims, including any rights I would have had under Civil Code § 1542, which was not
23 required of other Class Members.

24 13. I understand that because of my actions, many others have benefited by this case.
25 I feel that I took upon myself the risk of this lawsuit and achieved a result for my other former
26 co-workers who did not have to file suit.

27 14. I do not have any relationship or connect to the *cy pres*, Free to Thrive.
28

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

3 Executed on this 22 day of January 2024, at San Diego, California.

4 DocuSigned by:
5 
6 01D07D991520489...
7 Perla Marin