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Attorneys for Plaintiffs PARADICE BROOKS, IGNACIO GOMEZ,
and GAIL ANN GAINES

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO

PARADICE BROOKS, IGNACIO GOMEZ,
and GAIL ANN GAINES, on behalf of
themselves, all others similarly situated, and
on behalf of the general public,
,

Plaintiff,

v.

BIG BANG ENTERPRISES, INC. dba THE
RETAIL OUTSOURCE; BIG BANG
ENTERPRISES, INC.; and DOES 1-100,
,

Defendants.

Case No.: CIVSB2135164

**DECLARATION OF DAVID MARA, ESQ. IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: Dec. 16, 2025

Time: 8:30 a.m.

Dept.: S-26

1 I, DAVID MARA, declare as follows:

- 2 1. I am President of Mara Law Firm, PC, and counsel of record for the Class in this matter. I am duly
3 admitted to practice before all the courts of the state of California. The following facts are within my
4 personal knowledge and, if called to testify, I could and would competently testify thereto.
- 5 2. I graduated from California Western School of Law and was admitted to practice law in California
6 in May 2004.
- 7 3. I extensively handle employment cases which involve violations of the California Labor Code and
8 Industrial Welfare Commission Wage Orders, such as wage and hour class actions and cases alleging
9 violations of the Private Attorneys General Act of 2004 (“PAGA”). I have litigated over three
10 hundred and fifty (350) class action and PAGA lawsuits over the course of nearly 20 years.
- 11 4. I was co-class counsel in *Hohnbaum v. Brinker Restaurant Corp.* (San Diego County Superior Court,
12 Case No. GIC834348) which was the underlying case in the California Supreme Court’s landmark
13 decision in *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, in which the
14 California Supreme Court delineated the scope of employer obligations to provide, and employee
15 rights to receive, meal and rest periods under California law.
- 16 5. I am frequently called upon to author Amicus Curiae briefs on behalf of Consumer Attorneys of
17 California (“CAOC”). For example, I authored the Amicus Curiae briefs on behalf of CAOC in
18 *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, (The California Supreme Court ruling
19 that, like meal periods, employers must relieve employees of all duty and relinquish all control to
20 satisfactorily discharge its obligation to authorize and permit rest periods.); *Frlekin v. Apple, Inc.*
21 (2020) 8 Cal.5th 1038 (The California Supreme Court ruling that the time spent on the employer’s
22 premises waiting for, and undergoing, required exit searches of packages, bags, or personal
23 technology devices voluntarily brought to work is compensable hours worked within the meaning of
24 the Wage Orders.); *Oliver v. Superior Court* (2021) California Court of Appeal Case No. H049185
25 (A brief asking the California Court of Appeal for the Sixth Appellate District to determine whether
26 mandatory drive time of personal vehicles should be considered hours worked within the meaning
27 of the Wage Orders’ suffered or permitted test.). *Davidson v. O’Reilly Auto Enterprises, LLC* (9th
28 Cir., 2020; Docket No. 18-56188) (a brief seeking Review *En Banc* of an order denying class
certification in a wage and hour matter). I am also a member of CAOC’s Amicus Committee that
determines the cases in which the organization will agree to provide amicus support.

- 1 6. My firm has been named as class counsel in a number of wage and hour class actions in which the
2 Court granted the plaintiff's motion for class certification. For example, my firm has been named
3 class counsel: *Mario Norona v. B&G Delivery System, Inc.* (Sacramento County Superior Court,
4 Case No. 34-2015-00186826-CU-OE-GDS); *Jerald Schroeder v. YRC, Inc.; et al.* (Central District
5 of California, Case No. 12-cv-01374-TJH); *John Martin v. Sysco Corporation, et al.* (Eastern District
6 of California, Case No. 1:16-cv-00990-DAD-SAB); *William Smith v. Werner Enterprises, Inc. d/b/a*
7 *C.L. Werner, Inc.* (District of Nebraska, Case No. 8:15-cv-287); *Thomas Perez v. City of San Diego*
8 (San Diego County Superior Court, Case No. 37-2014-00016621-CU-OE-CTL); *Eric Mendez v.*
9 *M&N Consulting, Inc. dba A-Line Messenger Service* (San Bernardino County Superior Court, Case
10 No. CIVDS1923624); *Denson Sales v. Professional Auto Transport, Inc. et al.* (San Bernardino
11 County Superior Court, Case No. CIVDS2010153); *Sonny Williams v. Hansen and Adkins Auto*
12 *Transport, Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVDS2020832); *Bobby*
13 *Williams v. Mohsen Transport, Inc.* (San Diego County Superior Court, Case No. 37-2019-
14 00063361-CU-OE-CTL); and *Ashton Harden vs. Mushiana Transport Inc.* (Sacramento County
15 Superior Court, Case No. 34-2021-00301950-CU-OE-GDS).
- 16 7. My firm has also been named as class counsel in numerous cases during the settlement process. Here
17 is a non-exhaustive list of cases where my firm has been named as class counsel in cases during the
18 settlement process: *Kenneth Cox v. 3PL Worx, et al.* (Yolo County Superior Court, Case No. CV-
19 18-100); *Brian Davidson v. A&B Trucking Services, Inc.* (Kern County Superior Court Case No.
20 BCV-16-102985); *Alex Vega, et al. v. Advance Beverage Co., Inc.* (Kern County Superior Court,
21 Case No. BCV-16-100848); *Jaime Ruiz v. Altura Centers for Health* (Kern County Superior Court,
22 Case No. BCV-19-101577); *George Zamudio v. AmeriPride Service, Inc.* (Alameda County
23 Superior Court, Case No. RG1809666); *Richard Hendricks v. Antonini Freight Express, Inc.* (San
24 Joaquin County Superior Court, Case No. STK-CV-UOE-2016-6999); *Alton Davis v. Apria*
25 *Healthcare Group, Inc.* (San Diego County Superior Court, Case No. 37-2014-00004724-CU-OE-
26 CTL); *Alan Atchison v. Ashley Furniture Industries, Inc., et al.* (Central District of California, Case
27 No. 17-cv-00528-JAK-SP); *Bernard Payton v. Atech Logistics, Inc.* (Sonoma County Superior
28 Court, Case No. SCV 258595); *Ramon Jenkins v. Compass Group USA, Inc., et al.* (Yolo County
Superior Court, Case No. CVCV-18-747); *Timothy Spikes, et al. v. Bear Trucking, Inc., et al.* (San
Bernardino County Superior Court, Case No. CIVDS1715151); *Joshua Turpen v. Benjamin's*

1 *Transfer Inc.* (Solano County Superior Court, Case No. FCS048845); *Cesar Mendoza v. Bi-Rite*
2 *Food Service, Inc.* (San Mateo County Superior Court, Case No. 17CIV02044); *Terrance Bailey v.*
3 *Blue Apron, LLC; et al.* (Northern District of California, Case No. 18-cv-07000-VC); *Jeffrey Weast*
4 *v. California Aseptic Beverages, LLC* (San Bernardino County Superior Court, Case No.
5 CIVDS1825256); *Michael Valentich v. Hub Construction Specialties, Inc.* (San Bernardino County
6 Superior Court, Case No. JCCPDS4893); *Jose De Jesus Ortega Velazquez v. Hunter Landscape,*
7 *Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVDS1928062); *Adrian Diaz v.*
8 *Keystone Automotive Operations, Inc.* (Riverside County Superior Court, Case No. RIC1817450);
9 *Arturo Gonzalez v. NCI Group, Inc. dba NCI Building Systems* (Eastern District of California, Case
10 No. 18-cv-00948-AWI-SKO); *Larry Perez v. The Nielsen Company (US), LLC* (Orange County
11 Superior Court, Case No. 30-2021-01194324-CU-OE-CXC); *Erik Martinez v. Patrick Industries,*
12 *Inc.* (San Bernardino County Superior Court, Case No. CIVDS2009663); *Randolph Fitch v. Shaw*
13 *Industries, Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVSB2024674); *Joshua*
14 *Rael v. Intercontinental Hotels Group Resources, Inc.* (Los Angeles County Superior Court, Case
15 No. 19STCV16010); and *Aaron Romero v. Vitro Flat Glass, LLC* (Kern County Superior Court,
Case No. BCV-21-101357).

- 16 8. I have also lectured as a panelist for California Employment Lawyers Association regarding a
17 host of wage and hour issues.
- 18 9. Plaintiff IGNACIO GOMEZ worked for Defendant from approximately July 2021 through October
19 2021.
- 20 10. On December 27, 2021, Plaintiff IGNACIO GOMEZ submitted a letter to the LWDA for the
21 purpose of complying with California Labor Code § 2699.3's notice requirement.
- 22 11. On December 28, 2021, Plaintiff IGNACIO GOMEZ filed his class action Complaint with the San
23 Bernardino Superior Court; Case No. CIVSB2135164 ("Gomez Class Action"), alleging the
24 following causes of action against Defendant: 1) Failure to Pay All Straight Time Wages; 2) Failure
25 to Pay Overtime Wages; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Rest
26 Periods; 5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement
27 Provisions; 6) Failure to Pay all Wages Due at the Time of Termination of Employment; (7) Failure
28 to Adopt a Compliant Sick Pay/Paid Time Off Policy; (8) Failure to Reimburse/Illegal Deductions;
and (9) Violation of Unfair Competition Law, on behalf of himself and those similarly situated.

12. On March 8, 2022, Plaintiff IGNACIO GOMEZ filed a PAGA Action Complaint with the San Bernardino Superior Court; Case No. CIVSB220488 (“Gomez PAGA Action”).
13. On July 22, 2022, Plaintiffs PARADISE BROOKS, IGNACIO GOMEZ, and GAIL ANN GAINES filed the Consolidated First Amended Complaint in the Gomez Class Action, alleging causes of action for: 1) failure to pay all straight time wages, 2) failure to pay all overtime wages, 3) failure to timely pay wages, 4) failure to provide meal periods, 5) failure to authorize and permit rest periods, 6) knowing and intentional failure to comply with itemized employee wage statement provisions, 7) failure to maintain accurate employment records, 8) failure to pay all wages due at the time of termination of employment, 9) failure to adopt a compliant sick pay/paid time off policy, 10) failure to reimburse/illegal deductions, 11) violation of wage theft prevention act, 12) violation of unfair competition law, and 13) violations of the Labor Code Private Attorneys General Act of 2004 (“PAGA”).
14. Given the consolidated First Amended Complaint in the Gomez Class Action amended in Plaintiff’s IGNACIO GOMEZ’S PAGA claims, the Gomez PAGA Action was dismissed on March 20, 2023.
15. Defendant denies the allegations of the action in its entirety, deny any liability or wrongdoing of any kind associated with the claims alleged in this action, and further deny that, for any purpose other than settling this action, this matter is appropriate for class treatment. Defendant further contends that they have complied with all applicable California laws, the California Labor Code, the applicable California Wage Order(s), and the Unfair Competition Law. Defendant finally contends that, if this matter were to be litigated further, they would have strong defenses to oppose class certification and succeed on the merits of Plaintiff’s causes of action.
16. The Parties engaged in substantial discovery prior to attending mediation and reaching a settlement. Notably, the Parties propounded on each other numerous demands for production of documents and special interrogatories.
17. Through discovery, Plaintiffs sought numerous documents and substantial amounts of data that were needed to evaluate the case. These documents included requests for time and wage records for the Class, employee handbooks, policies, and practices in place during the class period, as well as data surrounding the number of current and former employees.
18. This discovery, in conjunction with the Parties’ meet and confer efforts, resulted in the production of a numerous documents, including Defendant’s employee policies and practices, and a sampling

1 of wage and time records for Plaintiff and Class Members. Using the time and wage records for the
2 Class provided and the data surrounding the number of current and former employees, Plaintiffs
3 were able to establish a potential exposure model in preparation for mediation.

4 I declare under penalty of perjury under the laws of the State of California that all the foregoing
5 is true and correct.

6 Dated: November 18, 2025

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9 David Mara