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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DEREK HANNA, JR.; individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

HOLLYWOOD PARK MANAGEMENT
COMPANY, LLC, a limited liability company;
HOLLYWOOD PARK MANAGEMENT
COMPANY II, LLC, a limited liability company,
a California corporation; and DOES 1 through 10,
inclusive,

Defendant.

Case No.: 22STCV02395
Related Case No.: 22STCV36594

*[Assigned for All Purposes to Hon. Elihu Berle,
Department 6]*

**DECLARATION OF DEREK HANNA, JR.
IN SUPPORT OF PLAINTIFFS' MOTION
TO APPROVE PAGA SETTLEMENT**

*[Filed with Notice of Motion and Motion for
Approval of PAGA Settlement, the
Declarations of Kane Moon, C'Naisa Bey, and
[Proposed] Motion to Approve PAGA
Order and Judgement Granting Plaintiff's
Settlement]*

PAGA APPROVAL HEARING:

Date: December 22, 2025
Time: 11:00 a.m.
Department: 6

Action Filed: November 18, 2022
Related Action Filed: January 20, 2022
Trial Date: None Set

DECLARATION OF DEREK HANNA, JR.

I, Derek Hanna, Jr., declare as follows:

1. I am a named Plaintiff in this case. I am a former employee of the Defendant, Hollywood Park Management Company, (“Defendant”) (Collectively, the “Parties”). As such, I have knowledge, or am informed and believe, of the following facts herein stated. If called as a witness, I could, and would, testify competently to the following:

2. I worked for Defendant as a Guest Services or Guest Experience Manager. I was employed by Defendant from approximately September, 2020 until November, 2022. Throughout my employment, I was classified as non-exempt. My scheduled shifts varied by event at SoFi Stadium but I worked shifts anywhere from six (6) to eleven (11) hour shifts. I was responsible for managing a team of guest service or guest experience employees meeting the needs of VIP guests, fans, and customers at various locations throughout Hollywood Park, which includes SoFi Stadium and YouTube Theater, during sporting events, concerts, and other events. In addition to event day shifts, I attended at least one Zoom meeting or in-person meeting in advance of the event and arrived at the stadium several hours in advance of the game or concert on the day of. Pre-event meetings were generally two (2) hours

3. During my employment with Defendant, I, as well as other employees, was subject to a lengthy set of procedures consisting of checking-in at the gates to the parking lot, driving to a designated parking area, walking to one of several check-in locations, walking to and waiting in line to go through body scans for security, and walking to one of several areas to check-in. Despite being under Defendant’s control from the moment we entered Hollywood Park grounds to the time we were able to clock-in, I, as well as other employees, was not paid for the time spent going through check-in and security procedures. Employees are subject to discipline for clocking in even one (1) minute late. Employees received “points” that accumulate for disciplinary purposes. As a result, I was required to arrive early in order to go through the security protocols and be able to clock-in on time. I estimate at least thirty (30) minutes of unpaid pre-shift time for shift.

1 4. Even when trying to clock-in, I, as well as other employees, were subject to
2 time-shaving of their clocked-in times. The time clock system was often glitchy and resulted
3 in an “error” message when I tried to clock in. In such instances, I would need to spend
4 fifteen (15) to thirty (30) minutes finding a supervisor or management to help me clock-in.
5 When this happened, I was always paid starting from the time that management fixed the
6 glitch, not at the time I initially checked in. Therefore, the off-the-clock time between the
7 initial clock-in attempt and the successful clock-in was never recorded. Despite complaints,
8 management never adjusted my recorded time to include this time.

9 5. In addition, I was also frequently required by supervisors to perform additional
10 work “helping out” after clocking out. I was asked to take care of tasks to help supervisors
11 after I clocked out. As examples, I was asked to help carry equipment or to find and return
12 credentials and equipment to the other side of the stadium from where he was located
13 Defendant promotes a culture of “helping the team” and all employees felt it was part of the
14 job to do what was requested.

15 6. As another example of off-the-clock work, regularly attended pre-event Zoom
16 “Leadership Huddle” debriefing meetings. I did not clock-in or clock-out for these meetings
17 because I was not on stadium premises. The meetings generally took two (2) hours. I believe
18 I was paid only for the time management entered on my behalf for the meeting. However,
19 the time entered on my behalf did not accurately reflect all the time I was actually in the
20 meeting, the time waiting to be entered into the Zoom meeting, or in the Zoom waiting for
21 the meeting to start. In addition, I was regularly contacted off-duty during the week via text
22 or WhatsApp group messages and required to respond to the messages.

23 7. I would also regularly take late meal breaks, taking meals 5-10 minutes after
24 the end of the 5th hour of my shifts. Interruptions were also a regular occurrence, as I was
25 required to respond to WhatsApp messages or requests involving VIP guests during my meal
26 breaks. I was subject to discipline if I did not respond to these communications. In order to
27 be able to take a meal break, it was required that someone arrive to cover for me. However,
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1 due to a shortage of coverage, no relief work would be able to arrive to allow me to leave my
2 post for a break. Also, I was also strongly discouraged from leaving the premises during meal
3 breaks. In instances where I worked 10 hours or more, I did not receive a second meal break
4 because of the demanding nature of my job duties.

5 8. My rest breaks were likewise regularly interrupted as I was always required to
6 keep my radio on and respond to communications over the radio or requests for my services.
7 I was required to be able to respond to VIP guests and customers and to always have my
8 radio on or to be able to respond to WhatsApp group messaging. I was further required to
9 remain at my designated location and monitor communications to be able to respond
10 immediately. In order to be able to take a rest break, it was required that someone arrive to
11 cover for me. However, due to a shortage of coverage, no relief work would be able to arrive
12 to allow me to leave my post for a break. For shifts of 10 hours or more, I did not receive a
13 third break.

14 9. I also would not consistently receive reimbursement for the use of my personal
15 cellular phone and home internet to communicate within group chats with co-workers and
16 supervisors, to attend team Zoom meetings, or to take pictures of on-site items. In addition,
17 while some job positions received free laundry services, I did not. I was required to wear a suit
18 for events and I was never reimbursed for dry cleaning services.

19 10. I have been actively involved in this case and had many discussions with the
20 attorneys and staff at Moon Law Group, PC. We discussed Defendant's wage and hour policies,
21 my claims in this case, litigation strategy, potential witnesses, updates on how the case was
22 proceeding, and how I could help the case. Whether in opposing Defendant's motion to compel
23 arbitration of my case, going through formal discovery in my individual arbitration case,
24 preparing for and going through a full-day deposition in my individual arbitration, or assisting
25 my attorneys in preparation for the mediation, I was actively involved and regularly
26 communicated with my attorneys. I remained in regular communication with my attorneys
27 regarding mediation discovery and settlement discussions that the Parties had during the course
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1 of litigation. I also identified employees and other witnesses and provided information and
2 documents to my attorneys to assist them in preparing the case. I also spent time reviewing and
3 discussing the proposed settlement agreement as well as other documents with my attorneys and
4 reviewing my own records for documents from my employment that would be potentially
5 relevant to the case. In total, I estimate that I have spent between eighty (80) to ninety (90) hours
6 of my time in connection with this case.

7 11. When I joined this lawsuit, I understood that this lawsuit could benefit my former
8 co-workers, other employees who worked with Defendant, and the State of California, by
9 helping to recover civil penalties on their behalf as a result of the alleged violations described
10 above. I also understood that I was filing this case as an “aggrieved employee” on behalf of
11 myself and my fellow co-workers as well as the State of California.

12 12. When I joined this lawsuit, I knew there was a risk I could be liable for
13 Defendant’s costs if we lost the case. I also understood that filing a lawsuit is a public record.
14 However, I accepted those risks so that I could help recover penalties on behalf of Defendant’s
15 other employees and the State of California.

16 13. As part of the proposed settlement agreement, I have also agreed to a full and
17 general release of claims, both known and unknown, related to my employment with Defendant
18 that extends beyond the release of claims applicable to other aggrieved employees.

19 I declare under penalty of perjury, under the laws of the State of California, that the
20 foregoing is true and correct.

21 Executed this 11/21/2025 , at Los Angeles County, California.

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23 DocuSigned by:
24 *Derek Hanna Jr*
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25 Derek Hanna, Jr.
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