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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
SANTA MONICA COURTHOUSE**

STEVEN F. MANGO II, an individual,

Plaintiff,

v.

BEVERLY HILLS BEAUTY & AESTHETICS
A MEDICAL CORPORATION, a California
corporation, TIFFANY ELISHA HOLLIDAY,
an individual, and DOES 1 through 20, inclusive,

Defendants.

Case No. 22SMCV00452

**DECLARATION OF DANIEL V.
SANTIAGO IN SUPPORT OF THE
PARTIES' STIPULATION AND
[PROPOSED] ORDER REGARDING THE
DISMISSALS OF PLAINTIFF'S PAGA
CLAIMS AGAINST THE DEFENDANTS**

I, Daniel V. Santiago, declare:

1. I am a member in good standing of the State Bar of California (California Bar No. 206532). I am counsel for the Plaintiff, Steven F. Mango II, in the above-captioned representative action against the Defendants, Beverly Hills Beauty & Aesthetics A Medical Corporation ("BHB") and Tiffany Elisha Holliday, currently pending in the Superior Court of the State of California, County of Los Angeles, Santa Monica Courthouse, Case No. 22SMCV00452 ("the Action").

2. I respectfully submit this declaration in support of the parties' Stipulation and [Proposed] Order: (1) approving the settlement of Plaintiff's claims against the Defendants on behalf of himself under the Private Attorneys General Act of 2004, California Labor Code ("Labor Code")

1 §2698 et seq. (“PAGA”) and dismissing those PAGA claims with prejudice; and (2) dismissing
2 Plaintiff’s PAGA claims against the Defendants on behalf of the other allegedly aggrieved employees
3 of BHB without prejudice (hereinafter referred to as “Stipulation and [Proposed] Order Regarding
4 Dismissals of Plaintiff’s PAGA Claims”).

5 3. Plaintiff brings this PAGA action against Defendants as representative of the State of
6 California on behalf of himself and all other allegedly aggrieved employees of BHB. Plaintiff’s
7 claims against Defendants arise from alleged violations of the Labor Code and Industrial Welfare
8 Commission (“IWC”) Wage Order No. 2-2001. As used in Plaintiff’s Complaint, the term “aggrieved
9 employees” consists of all California residents who were employed by BHB as hourly rate employees
10 and worked at any of BHB’s offices in the State of California at any time within one year preceding
11 the filing of this Complaint up to and through the time of trial (hereinafter referred to as “the liability
12 period”). According to BHB’s Responses to Plaintiff’s First Set of Special Interrogatories , there
13 were 4 aggrieved employees (including Plaintiff) during the approximately 3-month time period
14 Plaintiff worked for BHB and 5 aggrieved employees (including Plaintiff) as of the date of service of
15 those responses (June 28, 2022). Of note, BHB’s Responses to Plaintiff’s First Set of Special
16 Interrogatories are verified to be true and correct under penalty of perjury pursuant to the laws of the
17 State of California.

18 4. By this PAGA action, Plaintiff seeks recovery of civil penalties arising from BHB’s
19 alleged failures, inter alia: (a) to pay any wages for all hours worked off-the-clock in violation of
20 Labor Code §§204(a), 218.6, 510(a), 1194(a) and 1197 and IWC Wage Order No. 2-2001, §§3 and
21 4; (b) to furnish accurate itemized wage statements in violation of Labor Code §226(a); (c) to
22 indemnify or reimburse necessary business-related expenditures in violation of Labor Code §2802(a);
23 (d) to provide meal periods under Labor Code §512(a) and IWC Wage Order No. 2-2001, §11(A)-
24 (C) and to pay meal period premiums in violation of Labor Code §226.7(c) and IWC Wage Order No.
25 2-2001, §11(D); (e) to authorize and permit rest periods under IWC Wage Order No. 2-2001, §12(A),
26 and to pay rest period premiums in violation of IWC Wage Order No. 2-2001, §12(B) and Labor Code
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1 §226.7(c); and (f) to timely pay all wages due upon termination of employment in violation of Labor
2 Code §§201 – 203.

3 5. On or about May 5, 2022, Plaintiff filed his First Amended Complaint (“FAC”) against
4 the Defendants asserting, *inter alia*, the various causes of action listed above. On or about June 3,
5 2022, Defendants have filed an Answer to the FAC that contained a general denial of the material
6 allegations in the FAC and asserted various affirmative defenses. Additionally, I am informed that
7 Defendants deny any violation of the Labor Code, IWC Wage Order No. 2-2001, or any other
8 wrongdoing.

9 6. To date, the Court has not scheduled a Final Status Conference or trial date in the
10 Action. If the Court grants the relief requested in the parties’ Stipulation and [Proposed] Order
11 Regarding Dismissals of Plaintiff’s PAGA Claims, Plaintiff would respectfully request that the Court
12 vacate all dates on its calendar.

13 7. The parties recently agreed to settle all of the Plaintiff’s individual claims against the
14 Defendants in the Action (including Plaintiff’s PAGA claims on behalf of himself against the
15 Defendants hereinafter referred to as “Plaintiff’s individual PAGA claims”) for Twelve Thousand
16 Five Hundred Dollars (\$12,500). That settlement includes: (a) the settlement of Plaintiff’s individual
17 PAGA claims against the Defendants for Five Hundred Dollars (\$500) subject to the Court’s entry of
18 an Order approving of the settlement of Plaintiff’s individual PAGA claims, dismissing Plaintiff’s
19 individual PAGA claims with prejudice, and dismissing Plaintiff’s PAGA claims on behalf of the
20 other allegedly aggrieved employees of BHB without prejudice; and (b) the settlement of Plaintiff’s
21 individual non-PAGA claims against the Defendants for Twelve Thousand Dollars (\$12,000).

22 8. In connection with the parties’ agreement to settle all of the Plaintiff’s individual
23 claims against the Defendants in the Action, the parties have executed a Confidential Settlement
24 Agreement and Mutual Releases of All Claims (“Settlement Agreement”). Of note, in order to
25 facilitate the Court’s granting of the relief requested in the parties’ Stipulation and [Proposed] Order
26 Regarding Dismissals of Plaintiff’s PAGA Claims, the parties have agreed to the disclosures of the
27 terms of the Settlement Agreement set forth in this Declaration.

1 9. The proposed settlement of Plaintiff's individual PAGA claims against the Defendants
2 calls for the following settlement payments: (a) Three Hundred Seventy Five Dollars (\$375) (i.e.,
3 75% of the PAGA settlement in accordance with Labor Code §2699(i)) to be paid to the Labor and
4 Workforce Development Agency ("LWDA"); and (b) One Hundred Twenty Five Dollars (\$125) (i.e.,
5 25% of the PAGA settlement in accordance with Labor Code §2699(i)) to be paid to the Plaintiff.

6 10. The settlement of Plaintiff's individual non-PAGA claims against the Defendants for
7 Twelve Thousand Dollars (\$12,000) calls for the following settlement payments: (a) Five Hundred
8 Dollars (\$500) to be paid to Plaintiff for the settlement of his individual, non-PAGA, wage-related
9 claims against Defendants and to be treated as W-2 wages; (b) Five Thousand Five Hundred Dollars
10 (\$5,500) to be paid to Plaintiff for the settlement of his individual, non-PAGA, non-wage-related
11 claims against Defendants and to be treated as 1099 income; and (c) Six Thousand Dollars (\$6,000)
12 to be paid to Plaintiff's counsel reflecting attorney's fees incurred in the prosecution of Plaintiff's
13 individual, non-PAGA claims against Defendants) and to be treated as 1099 income.

14 11. I respectfully submit that the proposed settlement in the Action is fair and reasonable
15 in light of the following factors, among others: (a) any settlement, including the proposed settlement
16 in the Action, should take into consideration the time, inconvenience and uncertainty of trial that are
17 avoided by the settlement; (b) under Labor Code §2699(i), the aggrieved employees are entitled to
18 receive only 25% of any PAGA settlement with the remaining 75% to be paid to the LWDA; and (c)
19 Plaintiff contends that the penalties recoverable with regard to his primary individual PAGA claims
20 as outlined below are not substantially greater than the gross settlement amount of the proposed
21 settlement of his individual PAGA claims (\$500).

22 12. Plaintiff estimates that the civil penalties recoverable with regard to his primary
23 individual PAGA claims on behalf of himself (i.e., BHB's alleged failures to pay him any wages for
24 all hours worked off-the-clock, to pay his meal period premiums, and to pay his rest period premiums)
25 is approximately \$1,950 calculated as follows:
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Nature of Claim	Type Of Claim	Amount	Description
PAGA Claim o/b/o Mr. Mango	PAGA Penalty For Unpaid Wages (Per Pay Period Penalty)	\$650	\$50 for the initial pay period + \$100 for each of the subsequent 6 pay periods = \$650 (25% payable to Mr. Mango and 75% payable to the LWDA)
PAGA Claim o/b/o Mr. Mango	PAGA Penalty For Meal Period Violations	\$650	\$50 for the initial pay period + \$100 for each of the subsequent 6 pay periods = \$650 (25% payable to Mr. Mango and 75% payable to the LWDA)
PAGA Claim o/b/o Mr. Mango	PAGA Penalty For Rest Period Violations	\$650	\$50 for the initial pay period + \$100 for each of the subsequent 6 pay periods = \$650 (25% payable to Mr. Mango and 75% payable to the LWDA)
Total PAGA Penalties Recoverable o/b/o Mr. Mango for the Above-Listed Claims		\$1,950	

Of note, I am informed that Defendants do not concur or assent to the factual allegations underlying Plaintiff's claimed civil penalties.

13. The Defendants' responses to Plaintiff's initial written discovery requests (including, but not limited to, BHB's Responses to Plaintiff's First Set of Special Interrogatories) assert a number of defenses to Plaintiff's claims, as outlined below.

14. With regard to Plaintiff's claim for BHB's alleged failure to pay him any wages for all hours off-the-clock, BHB's Response to Special Interrogatory No. 15 (which requests BHB to "[d]escribe in detail BHB's practices for preventing its hourly rate employees from working off-the-clock during the LIABILITY PERIOD[]") states in part: "Defendant's employees are required to accurately record the hours worked each work day; they clock in at the beginning of the shift and then clock out at the end of their shift utilizing an electronic time tracking platform. Pursuant to Code of Civil Procedure, section 2030.230, Plaintiff is referred to the Handbook, and the documents produced in response to Plaintiff's Requests for Production of Documents that may have documents responsive

1 to this Interrogatory. Investigation and discovery are ongoing. Defendant reserves the right to amend
2 this response.”

3 15. With regard to Plaintiff’s claim for BHB’s alleged failure to pay him the legally
4 requisite meal period premiums for alleged meal period violations, BHB’s Response to Special
5 Interrogatory No. 18 (which requests BHB to “[d]escribe in detail BHB’s practices for providing duty-
6 free, uninterrupted meal periods to its hourly rate employees during the LIABILITY PERIOD[.]”)
7 states in part: “During the period of March 30, 2021 to present, Defendant’s employees are instructed
8 to take their meal period and instructed not to work during said period. Defendant does not prevent
9 employees from taking meal periods and encourages them to do so. Pursuant to Code of Civil
10 Procedure, section 2030.230, Plaintiff is referred to the Handbook, and the documents produced in
11 response to Plaintiff’s Requests for Production of Documents that may have documents responsive
12 to this Interrogatory. Investigation and discovery are ongoing. Defendant reserves the right to amend
13 this response.”

14 16. With regard to Plaintiff’s claim for BHB’s alleged failure to pay him the legally
15 requisite rest period premiums for alleged rest period violations, BHB’s Response to Special
16 Interrogatory No. 24 (which requests BHB to “[d]escribe in detail BHB’s practices for authorizing
17 and permitting its hourly rate employees to take rest periods during the LIABILITY PERIOD[.]”)
18 states in part: “During the time period of March 30, 2021 to the present, Defendant’s employees are
19 instructed to take their rest period and instructed not to work during said period. Defendant
20 encourages employees to take breaks throughout the workday and does not interfere with or prevent
21 them to do so. Pursuant to Code of Civil Procedure, section 2030.230, Plaintiff is referred to the
22 Handbook, and the documents produced in response to Plaintiff’s Requests for Production of
23 Documents that may have documents responsive to this Interrogatory. Investigation and discovery
24 are ongoing. Defendant reserves the right to amend this response.”

25 17. I respectfully submit that, for settlement purposes, it is reasonable to discount
26 Plaintiff’s estimate of the civil penalties potentially recoverable with regard to his primary individual
27 PAGA claims at issue (\$1,950) by 50% to reflect the benefits of avoiding the delays associated with

1 continued litigation and by another 50% to reflect the inherent uncertainty of obtaining a favorable
2 verdict at trial in light of, *inter alia*, BHB's defenses outlined above. The resulting figure after these
3 discounts is \$487.50.

4 18. I respectfully submit that, for settlement purposes, it is reasonable to further discount
5 the resulting figure outlined above (\$487.50) given the Court's wide discretion to reduce the civil
6 penalties potentially recoverable by Plaintiff with regard to his PAGA claims.

7 19. I submitted copies of this Declaration as well as the parties' Stipulation and [Proposed]
8 Order Regarding Dismissals of Plaintiff's PAGA Claims to the LWDA (via online filing with the
9 LWDA) contemporaneously with the filing of those papers. A true and correct copy of the email I
10 received from the DIR PAGA Unit on behalf of the LWDA confirming my submission of those papers
11 to the LWDA earlier that day is attached hereto as Exhibit 1.

12 20. I respectfully submit that the relief requested in the parties' Stipulation and [Proposed]
13 Order Regarding Dismissals of Plaintiff's PAGA Claims is warranted in light of the following factors,
14 among others: (1) the parties are prepared to consummate the aforementioned settlement immediately
15 after the Court approves of the settlement of Plaintiff's individual PAGA claims against the
16 Defendants, dismisses those PAGA claims with prejudice, and further dismisses Plaintiff's PAGA
17 claims against the Defendants on behalf of the other allegedly aggrieved employees of BHB without
18 prejudice; and (2) there is no just reason to delay the consummation of the aforementioned settlement,
19 particularly in light of significant health difficulties that Plaintiff has been experiencing recently.

20 21. Notice to the other aggrieved employees of the proposed dismissals described herein
21 is not required because, among other reasons, this is not a putative class action, notice of this
22 representative action has not been required to be provided (and has not been provided) to the other
23 aggrieved employees, and the proposed dismissal described herein will not prejudice any of the other
24 aggrieved employees. *See, e.g., Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1122 (9th Cir.
25 2014) ("PAGA has no notice requirements for unnamed aggrieved employees, nor may such
26 employees opt out of a PAGA action); *O'Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134
27 (N.D. Cal. 2016) ("PAGA does not require class actions procedures, such as notice and opt-out
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rights.”); and *Ochoa-Hernandez v. Cjaders Foods, Inc.*, 2010 WL 134077, at *5 (N.D. Cal. Apr. 2, 2010) (“Unnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim.”)

22. The following factors, among others, support the conclusion that the proposed dismissal described herein will not prejudice any of the other aggrieved employees: (a) the *Baumann*, *O’Connor* and *Ochoa-Hernandez* cases cited above support the propositions that unnamed aggrieved employees need not be given notice of the PAGA claim and have no right to opt-out of the PAGA claim; and (b) I am unaware of any other aggrieved employees’ reliance on the Plaintiff to prosecute this representative action for his or his benefit.

23. Upon receipt of notice of the Court’s entry of an Order granting the relief requested in the parties’ Stipulation and [Proposed] Order Regarding Dismissals of Plaintiff’s PAGA Claims, Defendants’ counsel will file a Request for Dismissals of Plaintiff’s individual non-PAGA claims against the Defendants (such dismissal will be with prejudice pursuant to the terms of the parties’ Settlement Agreement).

24. The parties’ Settlement Agreement requires that the gross settlement amount of Twelve Thousand Five Hundred Dollars (\$12,500) be funded via settlement checks sent by Defendants to Plaintiff’s counsel. The parties’ Settlement Agreement does not require that Beverly Hills Beauty & Aesthetics A Medical Corporation (the first of the two named defendants) or Tiffany Elisha Holliday (the second of the two named defendants) pay certain portions of the gross settlement amount. This is consistent with Plaintiff’s and Plaintiff’s counsel’s shared desire that the gross settlement amount be paid in full (not that certain portions of the gross settlement amount be paid by any particular defendant).

25. I respectfully submit that background and experience weigh heavily in favor of the Court’s granting the relief requested in the parties’ Stipulation and [Proposed] Order Regarding Dismissals of Plaintiff’s PAGA Claims.

26. As to my educational background, I am a graduate of The University of Michigan Law School in Ann Arbor, Michigan (J.D. in 1996) and Northwestern University in Evanston, Illinois (double-majors in Economics and Political Science in 1993).

27. As to my professional background, I have more than 25 years of experience handling a wide variety of complex civil litigation and substantial experience handling wage and hour litigation including wage and hour class actions, as described more fully below.

28. Before I established the Law Offices of Daniel V. Santiago, P.C. in 2012, I practiced law for 10 years with Kaplan, Massamillo & Andrews, LLC, one of the leading aviation litigation firms in the world. Previously, I practiced law with the litigation departments of Sullivan, Hill, Lewin, Rez & Engel ("Sullivan Hill") in San Diego, California and Skadden, Arps, Slate, Meagher & Flom ("Skadden Arps") in Los Angeles, California. Sullivan Hill is a well-respected, mid-sized law firm in San Diego. Skadden Arps is one of the world's largest law firms whose reputation speaks for itself.

29. I have had substantial experience prosecuting class actions including, *inter alia*: *Brian R. Maston et al. v. Prima Pizza, Inc. et al.*, Los Angeles County Superior Court, Case No. BC508046 (wage and hour class action settlement – final approval granted); *Neerav Jadeja et al. v. American Para Professional Systems, Inc. et al.*, San Diego Superior Court, Case No. 37-2013-00040592-CU-MT-CTL (identity theft class action settlement – final approval granted); *Anyah M. Jagne v. Williams-Sonoma, Inc.*, Sacramento Superior Court, Case No. 34-2017-00212574 (wage and hour class action settlement – final approval granted); *Christopher L. Battle v. Fastrucking.com, LLC*, San Diego Superior Court, Case No. 37-2014-00020611-CU-OE-CTL (wage and hour class action settlement – final approval granted); and *Alejandro Hernandez v. Golden State FC, LLC*, San Diego Superior Court, Case No. 37-2018-00025550-CU-OE-CTL (wage and hour class action settlement – final approval granted).

1 I declare under penalty of perjury under the laws of California that the foregoing is true and
2 correct, and that this declaration was executed on March 14, 2023.

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4 Daniel V. Santiago
5 Attorney for Plaintiff, Steven F. Mango
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1 **PROOF OF SERVICE**

2 I am over the age of eighteen years and not a party to the within action. My business address
3 is Law Offices of Daniel V. Santiago, P.C., 355 South Grand Ave., Suite 2450, Los Angeles,
4 California 90071.

5 On March 14, 2023, I served the following document(s):

6 **DECLARATION OF DANIEL V. SANTIAGO IN SUPPORT OF THE PARTIES'
7 STIPULATION AND [PROPOSED] ORDER REGARDING THE DISMISSALS OF
8 PLAINTIFF'S PAGA CLAIMS AGAINST THE DEFENDANTS**

9 upon the following person(s):

10 Nannina L. Angioni, Esq.
(NAngioni@kaedianllp.com)

11 Sarah Swanson
(SSwanson@kaedianllp.com)

12 Tracy Vena
(TVena@kaedianllp.com)

13 Henry Whitehead
(HWhitehead@kaedianllp.com)

14 Kaedian LLP
8383 Wilshire Boulevard, Suite 210
Beverly Hills, California 90211

15 (Counsel for Defendants Beverly Hills Beauty & Aesthetics A Medical Corporation
16 and Tiffany Elisha Holliday)

17 **X BY ELECTRONIC MAIL:** On the above-mentioned date, from San Diego, California, I
18 caused each such document to be transmitted electronically to the party(ies) at the e-mail address(es)
19 indicated above. To the best of my knowledge, the transmission was reported as complete, and no
error was reported that the electronic transmission was not completed.

20 I declare under penalty of perjury under the laws of the State of California that the above is
21 true and correct. Executed on March 14, 2023, at San Diego, California.

22 
23 Daniel V. Santiago