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and on behalf of all others similarly situated.

(Additional counsel on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JACOB McKEEHAN and ROBERT
MARSLEK, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

JETSUITEX, INC.; and DOES 1 through
20, inclusive,

Defendants.

Case No. 22STCV24435

Assigned for all purposes to:

Hon. Elihu M. Berle

Dept. 6

**DECLARATION OF DENNIS S. HYUN IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA SETTLEMENT**

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1 I, Dennis S. Hyun, hereby declare and state as follows:

2 1. I have personal knowledge of the facts contained in this declaration, and if called
3 as a witness, could and would testify as to their accuracy.

4 2. I am an attorney admitted to practice in the State of California and I am a
5 shareholder in Hyun Legal, APC. I am one of the lawyers responsible for representing Plaintiffs
6 Robert Marslek and Jacob McKeehan ("Plaintiffs") in the above-entitled action.

7 3. I am one of the primary attorneys on this matter. My qualifications are as follows:
8 I received my Juris Doctor from Loyola Law School in 2002. I was named to the Dean's Honor
9 List from 2000-2002. During law school, I was a Senior Research Editor for Loyola International
10 & Comparative Law Review. I also was a research assistant for Professor Levenson, an extern at
11 the U.S. District Court for the Honorable Audrey B. Collins, and a clerk at the U.S. Attorney's
12 Office, Criminal Division. I also served as a summer law clerk at the white-collar criminal
13 defense firm, Lightfoot, Vandavelde, et al., which became part of Crowell & Moring LLP. Upon
14 graduation from law school, I served as a research attorney in the Los Angeles County Superior
15 Court for the Hon. J. Stephen Czuleger, the Hon. Owen Lee Kwong, the Hon. Laurie D. Zelon,
16 and the Hon. Joanne B. O'Donnell. After my clerkship ended, I practiced as a labor and
17 employment associate for the next 8 years, including most recently as a senior associate at
18 Seyfarth Shaw LLP, as well as DLA Piper LLP (US), and Morgan, Lewis & Bockius LLP.

19 4. My primary practice has been employment law throughout my entire private
20 career. I have handled a number of wage and hour matters including class actions and individual
21 actions, on behalf of plaintiffs and defendants. I have a practice that encompasses cases in the
22 Orange County Superior Courts, the Los Angeles County Superior Courts, the San Diego County
23 Superior Courts, the United States District Courts for the Southern, Central, Northern and Eastern
24 Districts of California, the California Court of Appeal, and the Ninth Circuit.

25 5. I have served as Class Defense Counsel in a number of wage and hour class
26 actions, including but not limited to: *Bradley v. Networkers Int'l, LLC*, 211 Cal. App. 4th
27 1129 (2012); *Chiu v. Citrix Systems, Inc.*, C.D. Cal. Case No. SACV11-01121 DOC (RNBx);
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1 *Hodge v. Aon Insurance*, Los Angeles Super. Ct. Case No. BC 265725; *Hoyng v. Aon Insurance*,
2 Los Angeles Super. Ct. Case No. BC377184; *Jimenez v. Allstate Ins. Co.*, C.D. Cal. Case No.
3 CV10-08486 JAK (FFMx); *Marino v. BP West Coast Products*, Los Angeles Super. Ct. Case No.
4 BC 357987; *McEntee v. Ryland Homes*, Los Angeles Super. Ct. Case No. BC390868; *McKinstry*
5 *v. Accenture*, C.D. Cal. Case No. SACV11-1335 DOC (ANx); *Munoz v. Decron Properties*, Los
6 Angeles Super. Ct. Case No. BC387644; and *Rodriguez v. BP West Coast Products*, Los Angeles
7 Super. Ct. Case No. BC350736. As defense counsel, I have taken over 50 class member and
8 individual/representative plaintiff depositions. I have drafted class certification and
9 decertification papers, including in *Bradley*, which was initially affirmed by the Court of Appeal,
10 but reversed pursuant to *Brinker v. Superior Court*, 53 Cal. 4th 1003 (2012).

11 6. Currently, I am and/or was lead plaintiff's counsel in the following wage and hour
12 class or representative actions: *Asad v. Chevron Stations, Inc.*, Los Angeles Super. Ct. Case No.
13 BC470198; *Barrera v. Home Depot (USA), Inc.*, N.D. Cal. Case No.: C 12 5199 LHK (HRL);
14 *Bararsani v. Coldwell Banker*, Los Angeles Super. Ct. Case No. BC495767; *Barreras v.*
15 *Michaels Stores, Inc.*, N.D. Cal. Case No. C12-04474 PJH; *Brown v. CVS Pharmacy, Inc.*, C.D.
16 Cal. Case No. 2:15-cv-07631-PSG-PJW; *Chatman v. RMI Int'l, Inc.*, Los Angeles Super. Ct. Case
17 No. BC 495755; *Chavez v. Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-NC; *Dynabursky v.*
18 *AlliedBarton, LLC, et al.*, C.D. Cal. Case No. 8:12-cv-02210-JLS-RNB; *Gonzales v. Wells Fargo*
19 *Bank, N.A.*, Los Angeles Super. Ct. Case No. BC502826; *Lao v. H&M Hennes & Mauritz*, N.D.
20 Cal. Case No. 5:16-cv-333 EJD; *Lee v. The Pep Boys Manny Moe & Jack of California*, Los
21 Angeles Super. Ct. Case No. BC496075; *Magadia v. Wal-Mart Assocs.*, N.D. Cal. Case No. 5:17-
22 cv-00062-LHK; *Naranjo v. Bank of America, N.A.*, N.D. Cal. Case No. C 14-02748 LHK;
23 *Ortegon-Ramirez v. Cedar Fair*, Santa Clara Super. Ct. Case No. 1-13-CV-254098; *Pace v.*
24 *PetSmart, Inc.*, C.D. Cal. Case No. SACV13-500 DOC; *Rodriguez v. NIKE Retail Services, Inc.*,
25 N.D. Cal. Case No. 5:14-CV-1508 BLF; *Stafford v. Brink's, Incorporated*, Case No. CV 14-
26 01352 MWF (PLAx) and *Vass v. Gardner Trucking*, San Joaquin Super. Ct. Case No. 39-2013-
27 294819-CU-OE-STK. Additionally, in *Chavez*, Case No. 15-cv-03746-NC, *Dynabursky* Case
28 No. 8:12-cv-02210-JLS-RNB, *Pace*, Case No. SACV13-500 DOC, *Rodriguez*, Case No. 5:14-

1 CV-1508 BLF, *Stafford*, Case No. 14-01352 MWF (PLAx), *Gonzales*, Los Angeles Super. Ct.
2 Case No. BC502826, and *Magadia*, Case No. 5:17-cv-00062-LHK, I was certified as class
3 counsel pursuant to the plaintiff's motion for class certification. Further, in *Stafford* and
4 *Magadia*, we tried these certified class claims via bench trial and prevailed. In *Magadia*, we
5 obtained a \$102 million judgment for the class against Walmart, which was reversed on appeal by
6 the Ninth Circuit. Moreover, I have been approved as class counsel in connection with numerous
7 class settlements.

8 7. On June 9, 2023, Plaintiff Marslek provided written notice to the LWDA and
9 Defendant Superior Air Charter, LLC regarding his intention to seek penalties under PAGA.
10 After the LWDA did not respond to this notice, on July 26, 2023, Plaintiff Marslek filed a PAGA-
11 only action complaint against Defendant Superior Air Charter, LLC in the Alameda Superior
12 Court, bearing Case No. 23CV039463, in which he alleged claims for PAGA civil penalties for
13 alleged failure to timely pay all wages (the "*Marslek* Action"). On June 7, 2024, Plaintiff Marslek
14 filed an amended complaint in the Marslek Action, adding class claims for failure to pay all
15 wages due, failure to provide meal periods, failure to provide rest periods, and violations of
16 California's unfair competition law on behalf of Defendant Superior Air Charter, LLC non-
17 exempt employees.

18 8. The Parties then agreed to attend global mediation with an informal exchange of
19 discovery. To this end, Defendants produced a significant amount of documents and information,
20 including Plaintiffs' personnel files, relevant policy documents, and a 20% sample of class
21 members' timekeeping and pay records. To prepare for mediation, Plaintiffs' counsel worked
22 with experts to analyze timekeeping and payroll data related to the claims in order to evaluate the
23 potential damages and penalties.

24 9. On November 19, 2024, the Parties attended a mediation session with Kevin
25 Barnes, a respected mediator. The Parties reached a settlement of the actions and subsequently
26 finalized the Settlement Agreement in May 2025. The negotiations were adversarial, conducted
27 at arm's length and tempered by the efforts of both sides to serve the interests of their clients.

28 10. The Parties recognize the risk, expense, and delay in continuing litigation with the

1 class and claims asserted pursuant to the PAGA and believe the settlement to be fair, reasonable,
2 and adequate. Each side has apprised the other of their respective factual contentions, legal
3 theories and defenses, resulting in negotiations taking place between the Parties. Although
4 Plaintiffs believe that the class can be certified, Plaintiffs also believe in the fairness of the
5 settlement that is based on factoring in the uncertainty and risks to Plaintiffs involved in not
6 prevailing on one or more of the causes of action or theories alleged in the operative Complaint,
7 the possibility of non-certification, losing at trial, the applicable law changing, and the potential
8 for appeals. Thus, the settlement for each participating Class Member is fair, reasonable, and
9 adequate, given the inherent risks of litigation, as well as the potential for appeals and the costs of
10 pursuing litigation.

11 11. Plaintiffs have signed a fee-split agreement with their counsel for purposes of
12 sharing any fees awarded by this Court. The fee-split is as follows: 75% to Aegis Law Firm, PC
13 and 25% collectively to Diversity Law Group, Polaris Law Group, and Hyun Legal, APC.

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

16 Executed on July 31, 2025 at Los Angeles, California.

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19 _____
Dennis S. Hyun