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MARLON PEREZ and BERENICE QUIROZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARLON PEREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

KUHNS ENTERPRISES, INC., doing business
as BRAND ENHANCE PARKING &
HOSPITALITY, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 25STCV06393

*[Assigned for all purposes to the Hon. Elaine Lu,
Dept. SSC-9]*

**DECLARATION OF PLAINTIFF MARLON
PEREZ IN SUPPORT OF APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 29, 2026

Time: 8:30 a.m.

Dept.: SSC-9

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I, MARLON PEREZ, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I have been employed by Defendant Kuhns Enterprises, Inc. (“Defendant”) as a non-exempt employee since approximately 2021. During my employment with Defendant, I worked as a Valet and was responsible for greeting drivers, parking and retrieving cars, and monitoring security cameras. I was subject to Defendant’s wage and hour policies and practices at all times during my employment.

3. It is my understanding that I was not compensated for all of my hours worked. Specifically, I received graveyard shift pay but Defendant did not include such forms of pay in my regular rate of pay for purposes of overtime.

4. I do not believe I received all of my lunch and rest breaks that I was entitled to. Specifically, my lunches were less than 30 minutes because it would take 3 minutes to walk to and from the designated lunch area and Defendant required me to be ready to work at my workstation exactly 30 minutes after lunch began. Further, due to the work demands imposed by Defendant, I did not get my required rest breaks. I also did not receive any meal and/or rest period premiums.

5. I do not believe I was reimbursed for the use of my personal cellular phone for business purposes. Defendant required me to use my cellular phone to regularly communicate with it, but I was not reimbursed for the use.

6. As a result of these violations, I also do not believe I received accurate and complete wage statements nor was I paid all of my wages upon my separation of employment with Defendant.

7. I retained Haines Law Group, APC and Lidman Law, APC to represent me in my wage claims against Defendant. Even before this lawsuit was filed, I worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available whenever

1 I was needed. Prior to filing the lawsuit, I would speak with the attorneys to go over whatever topics
2 they wished to discuss, including my responsibilities as a class representative.

3 8. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
4 my former co-workers and current employees of Defendant by helping them recover their unpaid
5 overtime wages and penalties. I knew that there was a risk that I could be liable for Defendant's costs
6 if we lost the case. I accepted this risk because I wanted Defendant to compensate their current and
7 former employees for all unpaid overtime wages and reimbursement for use of their personal cellular
8 phone for business purposes. Even though I understood that joining a lawsuit is a public record and
9 could stigmatize me and may affect my future employability in this industry or any other industry
10 because there is a risk that future employers would not want to interview and/or hire someone who has
11 sued an employer, I accepted that burden for the benefit of other employees of Defendant.

12 9. Without counsel and the assistance of myself, I do not believe we would have gotten
13 the proposed settlement which will benefit the other employees. Indeed, if I had not sought legal
14 representation to enforce California's labor laws, I do not believe my former co-workers and current
15 employees of Defendant and California's Labor and Workforce Development Agency ("LWDA"),
16 which I understand will receive a portion of the proposed settlement, would have received any of the
17 settlement funds.

18 10. I have been actively involved in this case since initiating this lawsuit back in March
19 2025. Among other things, I gathered various employment related documents for use in the lawsuit.
20 Without revealing and/or waiving attorney-client privileged communications, I also communicated
21 with my attorneys on numerous occasions throughout the litigation to make sure they had my most
22 current information and any additional information to help move the case forward.

23 11. Additionally, I worked with my lawyers to prepare for the mediation and was available
24 that day for any questions that arose.

25 12. When my attorneys told me that we reached a settlement in this case, I spent time
26 discussing the settlement agreement with my attorneys. I wanted to understand everything before I
27 signed the settlement agreement. I believe I represented the Settlement Class members and the LWDA
28

1 to the best of my ability and put the interests of the Settlement Class ahead of my own. I believe that I
2 have spent approximately 8-10 hours in total on activities related to this case.

3 13. I am not involved in any other lawsuits. As far as I am aware, I have no conflicts with
4 any of the other Settlement Class members.

5 14. As part of the proposed Settlement, I have also agreed to a general release of claims
6 related to my employment with Defendant that extends beyond the release applicable to members of
7 the Settlement Class up through the date I signed the settlement agreement. I understand that this
8 includes all claims, whether known or unknown, under federal, state, or local law against Defendant.

9 15. I understand that my attorneys will request that the Court award me a Service Award of
10 \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 Service Award is not
11 contingent upon me supporting the proposed Settlement.

12 I have reviewed this written statement and fully understand all of its contents. I declare under
13 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

14 Executed on February 24, 2026 at Panorama city, California.

15 
16 Marlon Perez (Feb 24, 2026 12:51:13 PST)

MARLON PEREZ