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Attorneys for Plaintiff DANA BECERRA and SABRINA NORSWORTHY,
individuals, on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

DANA BECERRA and SABRINA
NORSWORTHY, individuals, on behalf of
themselves and all others similarly situated,

Plaintiff,

vs.

HUNGRY MARKETPLACE, INC., a
Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 22STCV37436

Assigned for all purposes to:
Hon. Judge William F. Highberger

**DECLARATION OF SHAUN MARKLEY IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 30, 2026

Time: 10:00 a.m.

Department: 10

SAC filed: October 21, 2025

Trial Date: Not Set

1 I, SHAUN MARKLEY, declare:

2 1. I am an attorney at law duly licensed to practice before all the courts of the State of
3 California; the United States District Court for the Southern, Northern, Eastern, and Central
4 Districts of California; and the United States Court of Appeals for the First, Ninth, and Tenth
5 Circuits. I am also admitted before the United States Supreme Court. I am a partner with the law
6 firm of Nicholas & Tomasevic, LLP, counsel of record for Plaintiffs Dana Becera and Sabrina
7 Norsworthy (“Plaintiffs”). The following facts in this declaration are stated from my personal
8 knowledge, except those facts stated on information and belief, which I believe to be true and
9 correct, and if called upon as a witness, I would testify competently thereto under oath. I submit
10 this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action
11 Settlement.

12 2. My firm sent a PAGA notice letter to Defendant Hungry Marketplace, Inc.
13 (“Defendant”) and the Labor Workforce Development Agency (“LWDA”) on November 9, 2022.
14 A true and correct copy of the PAGA notice letter is attached hereto as **Exhibit A**.

15 3. My co-counsel are serving the LWDA with the proposed Settlement
16 contemporaneously with filing this motion.

17 4. The following is a brief description of my and my firm’s relevant professional
18 background. N&T’s experience includes, but is not limited to, California and federal court
19 certification of class action cases for purposes of trial and for settlement in a variety of contexts,
20 including wage and hour litigation, consumer protection, and ERISA. We have certified many
21 employment and consumer class actions with a special emphasis on worker misclassification cases.
22 In just the past 4 years, my firm and I have successfully certified 3 independent contractor
23 misclassification cases including: *Salinas v. Cornwell Quality Tools Company*, Case No. 5:19-cv-
24 02275-FLA-SP (C.D. Cal), *Fleming v. Matco Tools Corp.*, Case No. 19-c-00463-WHO (N.D. Cal.),
25 and *Ludlow v. Flowers Foods, Inc.*, Case No. 18-cv-01190-JO-JLB (S.D. Cal.). We also settled
26 several independent contractor cases short of class certification stage rulings and are currently
27 litigating several others. These include *Quinnones v. XPO Logistics, Inc., et al.*, Case No. 23-cv-

01301-AB-KS (CD Cal. 2023); *Galindo, et al. v. Snap-On Tools Co.*, Case No. 21STCV45419 (Los Angeles Superior Court); and *Wilburg v. iVuel*, Case No. 3:24-cv-02642-AMO (N.D. Cal.).

5. Separately, we have tried class actions to verdict. We have also defended class actions, including employment class actions. Our firm members routinely write and speak on employment class action and PAGA litigation, including on behalf of the San Diego County Bar Association, and closely follow legal developments in this area.

6. Some of our firms' other recent class action experience includes litigating *Moyle v. Liberty Mutual* and recovering in 2018 over \$30 million in employee benefits against Liberty Mutual, in a class action settlement approved by the United States District Court, Southern District of California. Also, in 2018 we helped recover over \$25 million for consumers against Procter & Gamble for unfair competition and related claims related to their marketing and sale of certain dietary supplements. We also obtained court approval of a class action settlement in *Loera v. Akal*, a California Superior Court case involving wage/hour issues. This case settled after the first phase of trial and the class was ultimately awarded about \$10 million in damages.

7. We are also experienced, more generally, in the bringing employment class actions against large employers, having brought successful actions against Liberty Mutual Insurance, Verizon, Home Depot, Lowes, Intuit, FedEx, Albertson's, Snap-On, Matco, and Planet Fitness, among others.

8. Aside from the above, our recent appointments as class counsel include serving as appointed class counsel in several large consumer class actions, including for a class of over 100,000 Californians in *Munguia-Brown, et al. v. Equity Residential, et al.*, Case No. 16-cv-01225 (N.D. Cal.), which we just completed a successful three week trial in; *Farley v. Lincoln Benefit Life Co.*, Case No. 20-cv-02485-KJM-DB (E.D. Cal.) (over 37,000 class members); and *Small v. Allianz Life Insurance Co. of North America*, Case No. 20-cv-01944-TJH-KES (C.D. Cal.) (over 1,700 class members). I, and my colleagues at N&T, have been found to be adequate class counsel in every case that we have ever sought to be deemed as such – in more than 40 matters.

9. Our backgrounds demonstrate our ability to effectively litigate class actions and appropriately value their worth. Partner Craig M. Nicholas received his Juris Doctor in 1995 with

1 cum laude honors from the University of Arizona College of Law, where he served as Note &
2 Comment Editor of the Arizona Journal of International and Comparative Law. He completed his
3 undergraduate education at the University of California at San Diego, where he graduated cum
4 laude with a BA in political science in 1992. Mr. Nicholas was a partner at the antitrust and business
5 litigation law firm of Wright & L'Estrange from 2002-2004, recognized by San Diego Magazine
6 as one of the leading antitrust law firms in San Diego, before founding the predecessor to Nicholas
7 & Tomasevic LLP to offer client services on a larger platform. Mr. Nicholas is a former member
8 of the Board of Directors of the William Enright Inn of Court. Mr. Nicholas served as the President
9 of the California Young Lawyers Association for the State Bar of California in 2003-2004 and
10 represented San Diego County in the Association from 2001-2003. Mr. Nicholas has given seminars
11 on expert witness law in California and civil litigation matters. Mr. Nicholas has been selected by
12 SuperLawyers magazine as one of the Top 50 attorneys in San Diego. The San Diego Attorney
13 Journal honored Mr. Nicholas as Attorney of the Month in June 2012. In 2013, The San Diego
14 Daily Transcript identified Mr. Nicholas as a Top Attorney in Corporate Litigation. In 2009, The
15 San Diego Daily Transcript identified Mr. Nicholas as one of the top 25 corporate litigators in San
16 Diego County.

17 10. I have been practicing since 2013 and am a graduate of The Ohio State University's
18 Moritz College of Law. In addition to my contributions to the cases noted throughout this
19 declaration, I've secured several other hard-fought, large class action settlements to recover wages
20 and penalties on behalf of California employees from defendants in the transportation, retail,
21 technology, and automotive sectors. I have successfully certified and/or settled many independent
22 contractor misclassification cases. I am also actively litigating several appeals in independent
23 contractor misclassification cases addressing some of the central and evolving issues relevant to
24 these types of workers and the scope of their ability to pursue employment rights. I was recently
25 selected as a "Rising Star" by SuperLawyers in the area of plaintiff's side employment law.

26 11. Jordan Belcastro, Esq. is an Associate with N&T. He received his J.D. from The
27 Ohio State University's Moritz College of Law in 2019. While there, he was a Managing Editor on
28 The Ohio State Law Journal. Before joining N&T, Mr. Belcastro was an Associate at another local

1 firm where he focused on education and employment law, representing the State's largest public
2 educational institutions in matters including workplace investigations, labor relations, and
3 discrimination claims. Since joining N&T, Mr. Belcastro has represented numerous Plaintiffs in
4 landlord-tenant class actions, having helped us recover millions for consumers, tenants, and
5 workers throughout the state.

6 12. Also, and as we have repeatedly demonstrated, the attorneys of N&T have the
7 commitment to see class actions through trial and recovery, including the financial and other
8 resources necessary to adequately and vigorously litigate these types of claims.

9 13. To my knowledge, N&T has no conflicts of interest that would prevent the firm from
10 providing zealous representation of the named Plaintiffs and the class and we believe we have done
11 so.

12 14. As noted above, we initiated this case by filing a PAGA letter with the LWDA in
13 2022. We then filed the Complaint in this case seeking class and representative action relief. We
14 unsuccessfully opposed Defendant's motion to compel arbitration and were sent to arbitrate claims
15 on an individual basis (including individual PAGA claims). Plaintiff planned to appeal the
16 arbitration ruling at the appropriate time and made that clear to Defendant throughout the case.

17 15. After the arbitration ruling, the parties agreed to attend mediation to try to resolve
18 the case on a class and PAGA basis and did so on January 16, 2024. The mediation was
19 unsuccessful.

20 16. Plaintiff initiated arbitration with AAA on February 26, 2024. Plaintiff propounded
21 and responded to several sets of written discovery and vigorously pursued her claims in arbitration.

22 17. After agreeing to work with counsel and jointly represent the Plaintiff in the
23 *Norsworthy* matter, the Parties attended a second, global mediation on August 24, 2024. While the
24 case did not settle at mediation, the Parties continued to work with Judge Stone in the weeks that
25 followed and reached settlement.

26 I declare under penalty of perjury under the laws of the State of California and the United
27 States of America that the foregoing is true and correct. Executed on September 22, 2025, in San
28 Diego, California.

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By: /s/ Shaun Markley
SHAUN MARKLEY (SBN 291785)

Declarant / Attorney for Plaintiffs

EXHIBIT A

NICHOLAS & TOMASEVIC LLP

ATTORNEYS AT LAW

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225 Broadway, 19th Floor

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November 9, 2022

VIA ONLINE SUBMISSION

Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL **RETURN RECEIPT REQUESTED**

Hungry Marketplace, Inc.
c/o Nina Mahmoudpour
7538 Norton Ave. #6
Los Angeles, CA 90046

Re: *Dana Becerra v. Hungry Marketplace, Inc.*

To Whom It May Concern:

We represent Dana Becerra (“Plaintiff”) in her potential Private Attorney General Act (“PAGA”) action pursuant to Labor Code section 2699, *et seq.* against Hungry Marketplace, Inc. (“Hungry” or “Defendant”). This letter constitutes Plaintiff’s written notice of Defendant’s Labor Code violations pursuant to Labor Code section 2699.3 and notice of her intent to recover penalties under PAGA. A copy of this letter is also being sent to Defendant.

Defendant is a catering and last mile food delivery service provider. Defendant’s customer base is largely comprised of businesses and events, which contract with Defendant for food production and delivery services that also includes business and event catering, “pop-up” restaurants, virtual chef experiences, and home meal delivery. Under the guise of its Consulting Agreement (“Agreement”), Defendant obtains the labor of “Captains” like Ms. Becerra to carry out Defendant’s catering and food delivery services. Under the management and control of Hungry, these Captains deliver food to contracted meal recipients on behalf of Hungry. They do so under strict guidelines and parameters established by Hungry.

Hungry serves as the delivery arm for various food preparation companies. It promises that it can and will provide delivery services up to its customers’ standards, whatever they may be. For example, Hungry and its customers establish delivery dates and times that Captains must meet.

When requested, Captains also must wear designated uniforms bearing Hungry or its customers' name and branding. Captains are tracked from pick-up to delivery, with their real-time locations provided to clients. Sharing location data is required. Further, Hungry performs real-time "audits" of its Captains by monitoring their deliveries and assessing their performance and compliance with Hungry's standards. Hungry then provides a daily detailed report to its clients on every delivery that Hungry also live-audited. Captains must make themselves available for delivery services at a minimum of one (1) day per month or risk losing their jobs.

Additionally, Hungry requires its Captains to agree to an onerous covenant to not compete with Hungry during and after their employment with Hungry.

Despite their central role in Defendant's food delivery services company and Defendant's vast control over its Captains, Defendant uniformly and willfully misclassifies them as "independent contractors" in violation of California law. *See* Labor Code section 226.8.

By refusing to recognize its Captains as employees, Defendant cheats these individuals out of protections provided by California labor laws such as minimum wages, rest break compensation, overtime pay, and reimbursement of business expenses. For example, because Defendant pays Captains per job or piece rate, it does not compensate them for all hours worked. If a job cannot be completed or if there are downtimes between jobs, the Captain receives no money for their services. This violates California law which requires compensation for each and every hour of work. Defendant also fails to pay overtime wages for work beyond eight hours in a day or forty in a week.

Similarly, Defendant does not separately compensate its piece rate workers for rest breaks in violation of Labor Code sections 226.2, 226.7, and 512.

Still further, Defendant does not reimburse Captains for necessary expenses including automobile-related expenses such as fuel, permits, insurance, maintenance, and repairs. Nor does Defendant reimburse for cell phone and related data expenses despite requiring its workers to use a cell phone to complete their work.

Defendant's misclassification of its Captains also robs the State of important employee tax revenue and gives Defendant an undue advantage over law-abiding competitors who bear the necessary expenses associated with employing similar workers.

As a further result of its misclassification of Captains like Plaintiff, Defendant failed to provide accurate itemized wage statements showing earnings, hours worked, pay rates, and the like. Defendant also has no meal and rest break policies for its Captains, who often do not take such breaks and/or are not compensated for these periods. Defendant similarly fails to keep necessary payroll records showing the hours worked daily as required by Labor Code section 1174.

Lastly, Defendant fails to pay all wages due upon termination under Labor Code section 203 given its underpayment of wages as stated above.

Pursuant to Labor Code sections 1194, 1197, and 1197.1 as well as applicable Wage Orders, Defendant must compensate Plaintiff and similarly situated employees for all hours worked. Labor Code section 226.2 also requires piece rate workers receive separate pay for nonproductive time and rest breaks. Labor Code section 510 and related IWC Wage Orders require overtime pay for hours worked beyond eight in a day and/or forty in a week. Defendant's owners, officers, managers, superintendents, agents, employees, and other persons who have caused Captains to be paid less than minimum wages also violate Labor Code section 1199.

Meal and rest break obligations along with payment in lieu options are presented in Labor Code sections 226.2, 226.7 and 512, as well as applicable Wage Orders.

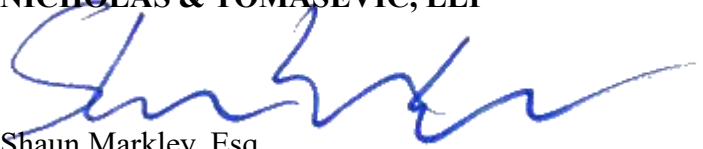
The obligation to pay all wages when due is presented in Labor Code sections 201, 202, 203, 210, and applicable Wage Orders. The above-mentioned failures to pay wages means Defendant does not provide all wages when due to Plaintiff and similarly situated employees. Defendant's owners, officers, managers, superintendents, agents, and other persons who have willfully refused to pay these wages or falsely denied the amount or validity of the wages owed to Captains also violated Labor Code section 216.

Defendant's above-mentioned violations, among others, implicate Labor Code sections, including, but not limited to, the following: 201, 202, 203, 210, 216, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 432.5, 450, 510, 512, 558, 1174, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2802, 2698 and 2699.

Accordingly, on behalf of herself and as a representative of Defendant's current and former Captains, Plaintiff respectfully requests that the Labor and Workforce Development Agency ("LWDA") initiate an investigation with respect to the aforementioned violations. If the LWDA declines to pursue enforcement, Plaintiff will pursue these claims on behalf of herself and all other current and former similarly aggrieved employees.

Thank you for your consideration of this matter. If you have any questions or comments, please do not hesitate to contact us at any time.

Sincerely,
NICHOLAS & TOMASEVIC, LLP



Shaun Markley, Esq.