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PACIFICA COMPANIES LLC AND PROSPECT  
HOSPITALITY LP

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO – CENTRAL DIVISION

KODY HORNBURG, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

PACIFICA COMPANIES, LLC ;  
PROSPECT HOSPITALITY LP ; and DOES  
1 through 50, inclusive

Defendants.

Lead Case No. 37-2023-0002433-CU-OE-CTL  
[Consolidated with Case No: 37-2023-0020893-  
CU-OE-CTL]

**DECLARATION OF ROBERT S.  
BLUMBERG IN SUPPORT OF PLAINTIFF'S  
MOTION FOR APPROVAL OF PAGA  
SETTLEMENT**

Date: January 10, 2025  
Time: 9:30 a.m.  
Dept: C-66  
Judge: Hon. Wendy H. Behan

Trial Date: None  
Complaint Filed: January 19, 2023

1 I, Robert S. Blumberg, declare and state as follows:

2 1. I am a shareholder with the law firm of Littler Mendelson PC and counsel for  
3 Defendants PACIFICA COMPANIES LLC and PROSPECT HOSPITALITY LP (“Defendants”) in  
4 the above-entitled matter. I make this declaration in support of the Plaintiff’s Motion for Approval of  
5 PAGA Settlement. I have personal knowledge of the facts set forth in this declaration and, if called to  
6 testify concerning these facts, I could and would do so competently and truthfully.

7 2. Defendant Prospect Hospitality LP, is the legal entity that owns and operates the La  
8 Valencia Hotel, in La Jolla, California. Prospect Hospitality LP employed Plaintiffs Kody Hornburg,  
9 Mina Lally and Amanda Rogers.

10 3. Oasis Outsourcing, LLC is the professional employer organization engaged to provide  
11 payroll and human resources services for Prospect Hospitality LP.

12 4. Pacifica Hosts, Inc. provides management and administrative support for various  
13 hospitality entities, including Prospect Hospitality LP. Pacifica Hosts, Inc. does not own the La  
14 Valencia Hotel and did not employ Plaintiffs. Defendant Pacifica Companies, LLC is a private real  
15 estate investment entity. It does not own or operate the La Valencia Hotel where Plaintiffs worked.

16 5. As Counsel for Defendants, I attended the Mediation in these matters on September 11,  
17 2024, with Tagore Subramaniam, an experienced and respected mediator of wage and hour class and  
18 representative actions. During the mediation, the Parties reached a good faith settlement based upon  
19 arms-length negotiations. Thereafter, the Parties worked diligently to prepare the Private Attorneys  
20 General Act Settlement Agreement and Release (“Settlement Agreement”), a true and correct copy of  
21 which is attached in full as Exhibit 1 to Notice of Lodgment of Exhibits in Support of Plaintiff’s  
22 Motion for Approval of PAGA Settlement.

23 6. In reaching the Settlement in this matter, Defendants negotiated a release which  
24 covered the employees at Prospect Hospitality, LP during the PAGA Period from January 19, 2022 to  
25 November 10, 2024. The Released Entities specifically provided a release specific to those employees,  
26 covering related entities Pacifica Companies, LLC, Pacifica Hosts, Inc. and Oasis Outsourcing, LLC.  
27 Settlement Agreement ¶1.28.

1           7.       The Court previously held that the matter of *Rogers v Pacifica Companies, LLC et al.*  
2 *Case No. 37-2023-00023685* (“*Rogers Action*”), should be deemed related to this consolidated matter.  
3 As set forth in the Settlement Agreement: “It is Defendants’ understanding and intention in seeking  
4 the Court’s approval of this PAGA settlement that such approval will result in the release and dismissal  
5 of the pending claims in the *Rogers Action*.” Settlement Agreement ¶2.7. Other than the *Rogers*  
6 *Action*, I am not aware of any other pending matter or action asserting claims that will be extinguished  
7 or affected by the Settlement. *Id.*

8           8.       Based upon the foregoing, Defendants seek the Court’s approval of the Settlement  
9 Agreement and the terms set forth therein.

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

12           Executed this 12th day of December 2024, at Los Angeles, California.

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15 \_\_\_\_\_  
16 ROBERT S. BLUMBERG  
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**Kody Hornburg v. Pacific Companies, LLC, et. al.**  
Superior Court of San Diego—Central Division  
LEAD CASE NO. 37-2023-00002433-CU-OE-CTL

**Consolidated for all purposes with: Mina Lally v. Pacifica Companies, LLC, et. al.**  
Superior Court of San Diego – Central Division  
CASE NO. 37-2023-00020893-CU-OE-CTL

**Related to: Amanda Rogers v. Pacifica Companies LLC, et. al.**  
Superior Court of San Diego – Central Division  
CASE NO. 37-2023-00023685-CU-OE-CTL

**PROOF OF SERVICE**

I am a resident of the State of California, over the age of eighteen years, and not a party to the within-entitled action. My business address is 11440 West Bernardo Court, Suite 300, San Diego, California 92127. On December 12, 2024, I served the within documents, with all exhibits (if any):

**DECLARATION OF ROBERT S. BLUMBERG IN SUPPORT OF PLAINTIFF’S  
MOTION FOR APPROVAL OF PAGA SETTLEMENT**

☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Bend, Oregon on this day and addressed to parties listed below.

☐ BY ELECTRONIC COURT FILING AND SERVICE: via One Legal Online Court Services: I served upon the designated recipients via electronic transmission through the One Legal system. Upon completion of said transmission of said documents, a certified receipt is issued to the filing party acknowledging receipt of One Legal’s system. Once One Legal has served all designated recipients, proof of electronic service is returned to the filing party

☒ by transmitting via e-mail or electronic transmission the document(s) listed above to the individual(s) below at the e-mail address(es) set forth below.

☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 6:00 p.m. A copy of the transmission report issued by the transmitting facsimile machine is attached hereto.

☐ by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill for standard overnight delivery to, and causing the envelope to be delivered to an agent for delivery.

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Amanda Rogers

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in this affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 12, 2024, at San Diego, California.

  
\_\_\_\_\_  
Geoffrey Chackel