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Attorneys for Plaintiff Elim Bazan,
as an individual and on behalf of all
employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ELIM BAZAN, as an individual and on behalf
of all employees similarly situated,

Plaintiff,

v.

CASA MARTIN, LLC, a Limited Liability
Company; CASA MARTIN PROMENADE,
LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 23STCV04670

[Assigned to Hon. Elihu M. Berle, Dept.6]

CLASS ACTION

**DECLARATION OF PLAINTIFF ELIM
BAZAN IN SUPPORT OF MOTIONS FOR
APPROVAL OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 17, 2024
Time: 10 a.m.
Courtroom: Dept. 6
Judge: Hon. Elihu M. Berle

Action Filed: March 2, 2023
Trial Date: Not Set

DECLARATION OF ELIM BAZAN

I, ELIM BAZAN, declare as follows:

1. I am a named Plaintiff and Class Representative in this case. I am a former employee of the named Defendants, CASA MARTIN, LLC and CASA MARTIN PROMENADE LLC ("Defendants"). As such, I have personal knowledge of, or am informed and believe, the following facts herein stated. If called as a witness. I could and would testify competently to the following.

JOB DUTIES AND EXPERIENCES

2. I worked for Defendants during the Settlement Class Period as an hourly-paid employee from April 28, 2021 to March 11, 2022. I was paid on hourly basis and classified as non-exempt from overtime.

3. During my employment, I experienced problems with taking all uninterrupted, 30-minute meal periods, taking all of my rest breaks, receiving reimbursement for work-related expenditures, and receiving all pay for all hours that I worked. Most importantly, I was not paid all cash tips that Defendants' customers left for me. I was also not paid for the training conducted during my first day of work, for the off-the-clock time spent on changing into the uniform, working through meal periods and before or after the scheduled shift. While working for Defendant, I was also required to pay for the apron and shirts which I was required to wear as a uniform at work, to wash my uniform and to use my personal cellular phone for work related purposes without compensation.

DUTIES OF A CLASS REPRESENTATIVE

4. This lawsuit is not an individual lawsuit. It is a proposed class action. I understand that, if approved as a class representative in this matter, I have an obligation to do my best to look out for the interests of other class members, the current and former employees of Defendants who I am seeking to represent. I understand that my obligations to the class exist even when the class is certified solely as part of a class action settlement. It is my understanding that, as one part of this duty to the class, I cannot agree to a settlement to benefit myself to the exclusion of the rest of the class members. I have never asked my attorneys to simply settle this matter at any cost. Rather, I have asked them to obtain the best settlement they could within reason, and I believe that they have attempted to do so.

1 5. I have been actively involved in this case since I first retained Tunyan Law, APC. I
2 have made myself available whenever my attorneys wanted to discuss aspects of my employment by
3 Defendants, and I remain committed to seeing this matter through to the end.

4 6. I have conferred with my attorneys about the settlement proposed in this case. I am not
5 an accountant, but I understand the factors and risks that need to be considered when evaluating a
6 settlement. I believe that the Class Action Settlement obtained on behalf of the Class Members is fair
7 and reasonable in view of the issues and risks involved with the case.

8 7. I am asking to be stand-in for other employees of Defendants. Because of that, I
9 cannot quit on the Class, and I cannot put myself and my interests before the Class. I accept these
10 duties and request that I be approved as the class representative for purposes of this amended
11 Settlement.

12 COMMUNITY OF INTEREST: TYPICALITY AND ADEQUACY

13 8. I was an hourly non-exempt employee of Defendants and was subject to the same pay
14 structure and rules as all the other hourly non-exempt employees of Defendants.

15 9. I am not aware of anything special about me that would raise unique defenses to my
16 claims, as opposed to the claims of the class. I am also not suing for anything unique to me. Rather, my
17 claims are based upon the same facts that relate to the rest of the Class.

18 10. I do not believe that I have any conflicts with Class Members included in this proposed
19 Settlement. I do not have any intention to take any action that would place me in a position that is hostile
20 to other Class Members. I also do not believe I have any conflicts of interest with the selected class
21 action settlement administrator ILYM Group, Inc.

22 SERVICE AS A CLASS REPRESENTATIVE

23 11. I believe that were it not for my stepping forward and taking on the duties of protecting
24 the interests of other Defendants employees, it is likely that the interests of the class would neither have
25 been prosecuted, nor benefited. To my knowledge, other than the litigation encompassed by this
26 proposed Settlement, there is no other litigation on a class basis, concerning the claims in this lawsuit
27 nor have Defendants pointed to any.
28

1 12. I do not believe that I have any conflicts with Class Members included in this proposed
2 Settlement.

3 13. I have assumed some long-lasting risk in prosecuting this case. Because it is so easy to
4 search for information online these days, I will face an increased risk that future employers will
5 discover information about this lawsuit online and have a negative reaction to learning that I sued an
6 employer. This may make it harder for me to obtain future employment or change jobs for a better
7 opportunity.

8 14. I have devoted a substantial amount of my time, both before this lawsuit was filed and
9 also during its litigation to ensure a fair result for the employee class. This involved ongoing
10 communications and participation with my counsel during the course of this case. My participation
11 began with bringing certain issues that are involved in this matter to my counsel's attention, and
12 explaining the factual background that was used to prosecute the claims in this case. For example, I
13 reviewed documents which I already had, I provided relevant documents to my counsel, and I
14 explained those documents and related facts to my counsel to assist them in their review. I also
15 assisted in identifying potential witnesses, including other employees, who might likewise have been of
16 assistance.

17 15. My efforts continued after suit was filed. For example, I have had many discussions
18 with the attorneys at Tunyan Law, APC regarding Defendants' wage and hour policies, my claims in
19 this case, litigation strategy, potential witnesses, discovery, updates on how the case was proceeding,
20 and how I could help the case. I also discussed strategy with my counsel. I remained in regular
21 communication with my attorneys regarding discovery and settlement discussions that the parties had
22 during the course of litigation and mediation. I continued to identify employees and other witnesses to
23 counsel, along with other information as to how they could be of potential use in this matter. I also
24 provided substantial information and documents to my attorneys to assist them in preparing the case. I
25 also made myself available to answer questions during the settlement negotiations.

26 16. After the settlement negotiations, a long-form settlement agreement was negotiated, and
27 I reviewed it with my attorneys as well as I was able to ensure that its terms are likewise fair and
28 adequate.

1 17. I believe that the Class Representative service payment of \$7,500 for me is fair and
2 reasonable. This enhancement takes into consideration the time, effort, risks, stress, and sacrifice of
3 signing a general release of all claims over just wage and hour claims, as well as the benefit provided to
4 all class members as a result of my involvement in this litigation. In sum, in addition to assuming the
5 risks that go along with being a class representative and named plaintiff in litigation, I believe I have also
6 provided well over 30 hours of my time during the course of this litigation to ensure a good outcome for
7 the best interests of the Class. I believe I have been diligent and acted above and beyond that which is
8 expected of a Class Representative throughout all stages of the litigation. I will continue to diligently act
9 as the Class Representative up to and including final approval of the Class Action Settlement. Most
10 importantly, I believe this Service Payment is fair as I signed a general release, so I am not only giving
11 up my wage and hour claims, but I am also giving up all claims beyond wage and hour claims I had
12 against my former employers. For example, I am giving up my right to sue Defendants for non-wage-
13 and-hour related potential claims of wrongful termination, discrimination, harassment, retaliation and
14 defamation which other class members do not release in this action. Since I have signed a general release
15 for any and all claims related to my employment with Defendants, I cannot pursue any other claims
16 against Defendants while Class Members can still pursue other claims not released in this Class Action.

17 18. Furthermore, the Class Representative service payment is fair and reasonable as I risk the
18 potential stigma of being a Class Representative in a Class Action labor dispute, which may affect my
19 future employment in this industry. A Google search with my name and Defendants show that I am a
20 Plaintiff in this Class Action case.

21 19. It is also my opinion that the service payment is fair and reasonable because in addition to
22 the many hours spent participating in this case, I accepted the potential risk of being liable for the
23 opposing parties' costs if we were unsuccessful in this lawsuit. My attorneys told me these costs could be
24 tens of thousands of dollars or more based on the extent of formal litigation. I believed in this case and
25 was willing to be a Class Representative Plaintiff knowing the risks involved.

26 20. This litigation has also resulted in a valuable benefit to the Class Members who will
27 participate in the monetary payout of this Settlement because of my involvement.

28 21. Based on the time, risk, stress, sacrifice of signing of a general release, and the great

1 outcome of this case, I believe that the requested service payment for me is fair and reasonable.
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3

4 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
5 true and correct.

6 Executed on 2/23/2024 | 10:31 AM PST, at Van Nuys, California.

7 DocuSigned by:

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9 ELIM BAZAN, "Declarant"
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285,
7 Glendale, California 91203.

8 On the date indicated below, I served the document described as: **DECLARATION OF PLAINTIFF
9 ELIM BAZAN IN SUPPORT OF MOTIONS FOR APPROVAL OF CLASS AND PAGA
10 REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending a
11 true copy thereof to interested parties as follows and as stated on the attached service list:

12 Anthony J. Zaller
13 azallaer@zallerlaw.com
14 Anne McWilliams
15 amcwilliams@zallerlaw.com
16 Pooja V. Patel
17 ppatel@zallerlaw.com
18 **ZALLER LAW GROUP, PC**
19 999 N. Pacific Coast Highway, Suite 525
20 El Segundo, California 90245
21 Telephone: (323) 592-3505

22 *Attorneys for Defendants Casa Martin, LLC and Casa Martin Promenade, LLC*

23 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
24 to accept electronic service, I caused the documents to be sent to the persons at the
25 electronic service addresses listed above via third-party cloud service
26 CASEANYWHERE. I did not receive an error message.

27 I declare under penalty of perjury under the laws of the State of California that the above is
28 true and correct.

Executed on March 12, 2024 at Glendale, California.

23
24
25 Lilit Tunyan
26 Name

Signature

Signature