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Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Kristen M. Agnew (State Bar No. 247656)
kagnew@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff Vanessa Ruelas Sierra and the Aggrieved Employees

[*Additional Counsel on Follow Page*]

JUDICIAL COUNCIL OF CALIFORNIA

CHAIR OF THE JUDICIAL COUNCIL

JAIDYN HOLMES, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

SPIRIT HALLOWEEN SUPERSTORES LLC; SPENCER GIFTS LLC; and DOES 1 through 20, inclusive,

Defendants.

Case No. JCCP5401

DECLARATION OF VANESSA RUELAS SIERRA IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT UNDER CALIFORNIA LABOR CODE §§ 2698 ET SEQ.

Date: December 8, 2026
Time: 11:00 a.m.
Dept: 6

Los Angeles County Superior Court Case No.: 24STCV09324 (filed April 15, 2024)

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VANESSA RUELAS SIERRA, as an individual and on behalf of all others similarly situated, Plaintiff, vs. SPENCER GIFTS LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants.	Kern County Superior Court Case No.: BCV-23-101673 (filed May 30, 2023)
RICHARD GONZALEZ, on behalf of himself and current and former aggrieved employees Plaintiff, v. SPIRIT HALLOWEEN SUPERSTORES LLC; and DOES 1 to 100, inclusive, Defendants.	Los Angeles County Superior Court Case No.: 24STCV04406 (filed February 22, 2024)
ELISA HILAIRE, individually and on behalf of all similarly situated individuals, Plaintiff, v. SPENCER GIFTS, LLC, a Delaware Limited Liability Company; SPIRIT HALLOWEEN SUPERSTORES, LLC, a Delaware Limited Liability Company; BARRY SUSSON, an individual; and Does 1-10, inclusive; Defendants.	San Diego County Superior Court Case No.: 37-2024-00019642 (filed April 26, 2024)

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THOMAS WHALEN, individually and on behalf of all others similarly situated; Plaintiff, v. SPIRIT HALLOWEEN SUPERSTORES LLC, a Delaware limited liability company; and DOES 1 through 50, Defendants.	Los Angeles County Superior Court Case No.: 23STCV21612 (filed September 7, 2023)

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JUSTICE FOR WORKERS, P.C.
William C. Sung SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu SB# 335127
E-Mail: tluu@justiceforworkers.com
3600 Wilshire Boulevard, Suite 1815
Los Angeles, CA 90010
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiff Thomas Whalen and the Aggrieved Employees

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I, Vanessa Ruelas Sierra, hereby declare as follows:

1. I am an individual over the age of 18. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I am the named plaintiff in *Vanessa Ruelas Sierra v. Spencer Gifts LLC*, Kern County Superior Court Case No. BCV-23-101673 ("*Sierra* Action"). I submit this declaration in support of the Motion for Approval of PAGA Settlement. Before signing the PAGA Settlement Agreement ("Settlement Agreement" or "Agreement"), I discussed the terms of the Agreement with my attorneys. I believe that this settlement is fair, adequate, and reasonable.

3. I was employed by Defendant Spencer Gifts LLC ("Defendant" or "Spencer Gifts") as a Store Manager from approximately October 2019, to on or about April 27, 2023. Throughout my employment, I was paid on an hourly basis and classified as a non-exempt employee. I also earned non-discretionary incentive compensation, including the Monthly Store Manager Incentive.

4. I have reviewed my pay records. They show that when I received a Monthly Store Manager Incentive, Spencer Gifts did not include that incentive in my regular rate of pay when calculating other wages owed to me for the same period. Specifically:

a. Overtime. When I worked overtime during a period for which I received a Monthly Store Manager Incentive, Spencer Gifts paid my overtime at one and one-half times my base hourly rate, without including the incentive.

b. Meal and rest period premiums. When I was paid a meal or rest period premium during a period for which I received a Monthly Store Manager Incentive, Spencer Gifts paid the premium at my base hourly rate, without including the incentive.

c. Paid sick leave. When I used paid sick leave during a period for which I received a Monthly Store Manager Incentive, Spencer Gifts paid the sick leave at my base hourly rate, without including the incentive. To my knowledge, Spencer Gifts never made a later "true-up" payment to make up the difference.

5. Because Spencer Gifts did not include the Monthly Store Manager Incentive in these calculations, I believe I was not paid all wages owed to me during my employment or when my

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employment ended. I also believe my wage statements were inaccurate. They did not reflect the additional overtime, premium pay, and sick pay I was owed. As a result, they understated my gross and net wages and did not correctly state all applicable hourly rates of pay.

6. I brought this action with no guarantee that I would personally benefit. I came forward because I was concerned that Spencer Gifts was not paying its employees everything they were owed. I hoped this case would lead Spencer Gifts to change its pay practices and improve conditions for my former co-workers and other California workers.

7. I understand that in bringing this action under the Private Attorneys General Act ("PAGA"), I act as a proxy for the State of California and the Labor and Workforce Development Agency ("LWDA"). I seek civil penalties on behalf of the State and the other aggrieved employees, not only for myself. My interests have been and remain aligned with those of the other aggrieved employees. I have no interests that conflict with theirs.

8. I understood that, as the PAGA Representative, I was responsible for protecting the interests of the other aggrieved employees and placing those interests ahead of my own. I therefore made it a priority to remain actively involved throughout the case, including: (1) participating in telephone conferences with my attorneys and their staff regarding the claims, developments, and status of the case; (2) reviewing key documents prepared on my behalf, including the Complaint, PAGA Notice, and demand for arbitration; (3) reviewing and verifying my discovery responses; (4) searching for and providing documents concerning my employment and Spencer Gifts' Monthly Store Manager Incentive Plan; (5) making myself available for the mediation; (6) reviewing and executing the Settlement Agreement; and (7) reviewing and signing this declaration in support of the Settlement.

9. I did not make the decision to file a lawsuit lightly. I was concerned about the attention a public lawsuit could bring. I also worried about retaliation, tension in the workplace, and negative treatment by supervisors or co-workers. I knew future employers might learn that I had sued Spencer Gifts, which could hurt my job prospects. I went forward anyway because I believed the issues in this case affected other employees, not just me.

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10. From the start of this case, I have known that if I did not prevail, I could be ordered to pay Spencer Gifts' litigation costs. An order like that would have been financially devastating for me.

11. I have no relationship or affiliation with Legal Aid at Work, the designated *cy pres* recipient.

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

Executed on October 13, 2026 at Los Angeles, California.

Signed by:



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Vanessa Ruelas Sierra