

ELECTRONICALLY FILEDSuperior Court of California,
County of San Diego**07/01/2024** at 03:31:00 PMClerk of the Superior Court
By Sharon Allen Thurston, Deputy Clerk

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Attorneys for Plaintiff, Sydney Houser

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

SYDNEY HOUSER, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

THE FISH HOUSE VERA CRUZ, INC., a
California Corporation; and DOES 1 to 100,

Defendants.

Case No.: 37-2023-00045659-CU-OE-NC
Hon. Cynthia A. Freeland
Dept. N-27

CLASS ACTION

**DECLARATION OF SYDNEY HOUSER
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: December 20, 2024

Time: 1:30 p.m.

Dept.: N-27

Reservation No.: 3148847

Action filed: October 20, 2023

Reservation No.:

**DECLARATION OF SYDNEY HOUSER IN SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

1 I, Sydney Houser, declare:

2 1. I am an individual currently residing in San Marcos, California. I am over the age
3 of 18, and the following is based upon my own personal knowledge. If called to testify, I could
4 and would testify thereto.

5 2. I was employed by The Fish House Vera Cruz, Inc. (hereinafter referred to as
6 “Defendant” or “Fish House”) from August 2022 to July 2023 as an hourly employee.

7 3. I initiated my first contact with Frontier Law Center in August 2023. Thereafter, I
8 jointly retained Frontier Law Center and Janelle Carney – Attorney at Law, APC to represent me
9 in the class action and Private Attorney General Act (“PAGA”). I spoke to the lawyers at
10 Frontier Law Center, as well and their staff regularly through the past nine (9) months, since
11 retaining them as Counsel.

12 4. I understand that the lawsuit alleges Defendant did not pay wages to hourly
13 employees for all the time that they worked each day due to failing to provide proper meal
14 breaks, including requiring employees to take on-premises meal periods and failing to provide
15 proper off-duty, rest breaks, off premises, and failure to reimburse out-of-pocket expenses. I also
16 understood that the lawsuit alleged that the paystubs provided by Defendant was not compliant
17 with the labor code and that there were allegations that employees who either quit or were
18 terminated from Defendant were not paid all their earnings due to the claims made in the lawsuit.

19 5. While I was employed by Defendant, I was not able to take legally compliant
20 meal breaks due to Defendant’s policy of requiring employees to work through their meals while
21 they remain on site, as I was constantly interrupted if I tried to take a meal break. Further, I was
22 required to respond to customers while on a break.

23 6. During my employment with Defendant, I was not authorized or permitted to take
24 the two (2) duty-free off premises 10-minute rest periods on an 8-hour shifts. I was regularly
25 required to work through my rest periods in order to complete my duties. I was not allowed to
26 leave the premises while on a rest break. As stated, I was required to respond to customers while
27 on my break.

1 7. I had difficulty understanding the information that was provided to me on my pay
2 stubs.

3 8. I believed that the policies of which I complained were the same for all
4 Defendant's hourly employees. I was able to provide documents and to review documents that
5 were produced in this action including paystubs. I believe that the documents that I provided to
6 my counsel as well as documents produced by Defendants verify that Defendants were not
7 properly paying me or other hourly employees. I assisted in all aspects of this litigation, and
8 attending attorney teams meetings and multiple telephonic conferences in preparation for
9 mediation. I did review documents provided to me by my attorneys and spent numerous hours in
10 discussions about this matter with my attorneys at the Frontier Law Center.

11 9. Despite numerous family obligations and work matters, I have spent 10-15 hours
12 on this case since my initial contact with the lawyers on this matter, in August 2023, and
13 anticipate more time as the class settlement notice will be mailed shortly. I asked for and was
14 provided all relevant documents and pleadings in this case including the defense position in
15 preparation for mediation. I have reviewed the settlement papers and the payroll, time records,
16 and policy documents that were produced in the litigation and for the mediation session. I was
17 also involved in discussing evidence and the expert exposure provided in advance of mediation.
18 I participated in all calls as requested by counsel.

19 10. I was available on the Zoom call during the mediation on May 8, 2024. I was
20 involved in the settlement negotiations and discussions with Frontier Law Center and Janelle
21 Carney – Attorney at Law, APC. I gave my authorization to negotiate, and the parties settled at
22 mediation under the guidance of Jeffery Fuchsman. Further, I signed an individual 1542 waiver
23 releasing any and all other claims associated with my employment with Defendant as part of this
24 settlement.

25 11. I am an adequate representative of the hourly employees. I also believe that I am
26 adequate to represent all class members in the claims that are being certified on a conditional
27 basis as a result of the settlement. My interests are the same as the other hourly employees, as
28 Defendant utilized one timekeeping system for all hourly employees and one common meal/rest

1 period policy and practice. I have no interests antagonistic to the class. I also believe my
2 attorneys, including co-counsel Janelle Carney – Attorney at Law, APC and Frontier Law
3 Center, are adequate to represent the class. I have always been prepared and willing to remain a
4 class representative through trial in this matter, if necessary.

5 12. Prior to agreeing to be a class representative, I was asked to sign a Duty of Class
6 Representative and I agreed that I was informed and gladly agreed to accept the following in
7 regard to my role as a class representative:

8 a. A class representative represents the interests of all members of the class
9 in the litigation to recover money damages or obtain injunctive relief for the class;

10 b. I would and did represent all persons who are similarly situated with
11 respect to a common course of conduct or practice. In other words, all those
12 persons who are affected by the challenged behavior;

13 c. A class representative has claims that are typical of those of the class, and
14 thus involve common issues of law or fact;

15 d. A class representative always considers the interests of the class just as he
16 would consider his own interests and must put the interests of the class before his
17 own interests. This means that I am a champion of the class or a fiduciary
18 litigant;

19 e. A class representative always actively participates in the lawsuit, as
20 necessary, by, among other things, answering interrogatories, producing
21 documents to the defendants and giving deposition and trial testimony if required.
22 I understood that I may be required to travel to give such testimony;

23 f. A class representative recognizes and accepts that any resolution of the
24 lawsuit, by dismissal or settlement, is subject to Court approval, and must be
25 designed in the best interest of the class as a whole;

26 g. A class representative is not required to be particularly sophisticated or
27 knowledgeable about the subject of the lawsuit. However, a class representative
28 should follow the progress of the lawsuit and should provide all relevant facts to

1 the lawyers for the class. I did follow the progress of the case from the day it was
2 filed until the present;

3 h. A class representative volunteers to represent or champion many other
4 people with similar claims and injuries because of the importance of the case and
5 that necessity that all class members benefit from the lawsuit equally; the savings
6 of time, money and effort should benefit all parties and the Court. Class actions
7 are an important tool to assure compliance with the law even where an individual's
8 losses may be relatively small.

9 13. I also understood that I was acting as a Private Attorney General on behalf of the
10 aggrieved employees and the State of California. I believe that the Class Action Settlement in the
11 gross amount of \$172,000.00 obtained on behalf of the class of approximately 256 class
12 members is excellent in view of the complex and varied issues involved with the case. I took
13 into consideration the strength and weakness of the various claims for all employees and along
14 with my attorneys agreed to the settlement. I was prepared to sit for class trial, PAGA trial, and
15 individual trial if necessary. I strongly support the settlement in this matter. When I was
16 contemplating settlement, I always kept the best interests of the class in mind over my own and I
17 was not willing to settle the matter until I felt it was in the best interest of all class members. As
18 set forth above, I have been involved with the pleadings, discovery, and the settlement
19 negotiations prior to, during, and after the mediation session. I understand many risk factors that
20 were considered and financial issues that were considered when agreeing to the settlement being
21 presented to the Court. I have every reason to believe that the class members will be excited
22 about the settlement amount and their respective settlement share. Despite the financial
23 hardship that it would have caused me, I was prepared to sit in trial for up to 2-4 weeks, if
24 necessary.

25 14. I have no claim that was antagonistic to the class. I accepted the potential risk of
26 being liable for the opposing parties' costs if we were unsuccessful in this lawsuit. I have
27 accepted the stigma of being a class representative in a class action labor dispute which has
28 affected my future employability with Defendants and in the same industry.

1 15. Furthermore, it is my opinion that my request for a class representative
2 enhancement in the amount of \$5,000.00 is fair, reasonable and adequate. I had legitimate fear
3 that my participation as the lead Plaintiff in this class action and PAGA representative action
4 would result in future issues should I try to work in the same industry. I accepted the potential
5 risk of being liable for the opposing parties' costs if we were unsuccessful in this lawsuit, I will
6 provide the Court with another declaration at the time of Final Approval justifying the request
7 after the Notice period has expired. I do understand that the enhancement amount is not
8 guaranteed and that the requested amount is fair and reasonable in light of my work experience
9 and the fact that I did give up my rights to sue Defendants by signing a general release.

10 16. As part of this class settlement and in exchange for the \$5,000.00 class
11 representative enhancement, I am signing a general release. I am aware that many of my former
12 co-workers were afraid to be added to the complaint for fear of retaliation and the inconvenience
13 of being a named plaintiff. Accordingly, I do believe that a \$5,000.00 enhancement is
14 reasonable and fair.

15 17. I support my attorneys' request for fees as I believe the fee request of 33.333% of
16 the gross settlement amount of \$172,000.00 or \$60,200.00. I understand and did provide my
17 written consent on or about October 5, 2023, to the attorney's fee split that provides that Janelle
18 Carney – Attorney at Law, APC and Frontier Law Center 50% each of the fee award. I
19 specifically consent to the proposed fee split that would provide fees for each firm as follows:

20 Janelle Carney – Attorney at Law, APC: \$30,100.00

21 Frontier Law Center: \$30,100.00

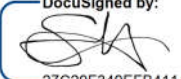
22 Total Fee Request **\$60,200.00**

23 18. I also believe that the attorneys' cost request of not to exceed \$10,000.00,
24 exclusive of Settlement Administration Costs, is reasonable in light of the excellent work and
25 favorable result my attorneys achieved for the members of the class. I believe that the attorneys'
26 costs incurred to date from the lawyers retained to represent me and the class are reasonable and
27 have been necessarily incurred and paid to prosecute this action and achieve this excellent result.

1 I believe that my attorneys have worked hard and achieved an excellent result on behalf of the
2 class.

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

5 Executed this 28th day of June 2024, at San Marcos, California.

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7 DocuSigned by:
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11 Sydney Houser
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