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LAURA CECILIA ZARATE RAMIREZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**
**FOR THE COUNTY OF SAN DIEGO**

LAURA CECILIA ZARATE RAMIREZ, an individual,

Plaintiff,

v.

AMERICAN ASSETS TRUST, INC., a foreign corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CL031156C

Assigned for all purposes to the Hon. Michael T. Smyth, Dept. C-67

**DECLARATION OF HUGO IVAN SALAZAR IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT AND ENTRY OF JUDGMENT**

**IMAGED FILE**

Hearing:
Date: May 14, 2027
Time: 9:00 a.m.
Dept.: C-67

[*Filed concurrently with Notice of Motion; Memorandum of Points and Authorities; Declaration of Laura Cecilia Zarate Ramirez; and [Proposed] Order and Judgment*]

Complaint Filed: December 30, 2024
FAC Filed: August 28, 2026
Trial Date: None set

I, Hugo Ivan Salazar, declare as follows:

1. I am an attorney duly licensed to practice before all courts of the State of California, State Bar No. 324209, and am the principal of Salazar Law Group, APC, counsel of record for Plaintiff Laura Cecilia Zarate Ramirez ("Plaintiff") in this action. I submit this declaration in support of Plaintiff's Motion for Approval of PAGA Action Settlement. I have personal knowledge of the facts stated in this declaration and, if called as a witness, could and would competently testify to them. Attached to this declaration are true and correct copies of the following documents and records:

a. Exhibit 1 – the PAGA Settlement Agreement ("Agreement")

b. Exhibit 2 – Plaintiff's May 26, 2026 notice letter to the Labor and Workforce Development Agency ("LWDA") and proof of submission. (LWDA Case No. LWDA-CM-1179734-26)

c. Exhibit 3 – Proof of submission to the LWDA of the Proposed PAGA Settlement

2. On December 2, 2025, my office served Plaintiff's written notice of Labor Code violations (the "PAGA Notice") on Defendant American Assets Trust, Inc. ("Defendant"). On May 26, 2026, my office submitted the PAGA Notice to the LWDA using the LWDA's online filing system, which assigned LWDA Case No. LWDA-CM-1179734-26. A true and correct copy of the PAGA Notice and the submission confirmation is attached as Exhibit 2.

3. The 65-day period following submission of the PAGA Notice to the LWDA expired on July 30, 2026, without notice from the LWDA of any intent to investigate the alleged violations. Pursuant to the Parties' stipulation and the Court's order dated August 12, 2026, Plaintiff filed the operative First Amended Complaint on August 28, 2026, asserting a cause of action for civil penalties under PAGA.

4. On August 26, 2026, the Parties jointly

4. Concurrently with the filing of this Motion, my office submitted the PAGA Settlement Agreement and this Motion to the LWDA using its online portal. A true and correct copy of the confirmation notice from the LWDA is attached as Exhibit 3.

5. If the Court signs the Proposed Order approving the PAGA settlement under Labor Code section 2699, subdivision (s)(2), and enters judgment accordingly, I will submit a copy of the Court's order and judgment to the LWDA within ten days using the LWDA's electronic filing system.

**Background**

6. ***The Parties.*** Plaintiff worked for Defendant beginning March 16, 2019, first as a Resident Service Coordinator and, beginning in March 5, 2020, and later as a Maintenance Technician beginning on March 1, 2023, until December 7, 2023. Defendant is a Maryland corporation headquartered in San Diego, California, that operates businesses in San Diego County.

7. ***The Dispute.*** Plaintiff filed this action on December 30, 2024, asserting claims under the Fair Employment and Housing Act and the Labor Code. The PAGA Notice alleged violations relating to unpaid minimum and overtime wages, meal and rest periods, timely payment of wages during employment and upon separation, wage statements, and recordkeeping. Defendant denies all of Plaintiff's allegations.

8. ***Settlement Negotiations.*** Counsel for the Parties engaged in arm's-length settlement negotiations. In connection with those negotiations, Defendant provided its estimate that approximately 160 aggrieved employees worked approximately 3,969 pay periods during the PAGA Period.

9. The Parties executed a Memorandum of Understanding outlining the terms of the settlement, which was fully executed on July 8, 2026, which has been memorialized in the long-form PAGA Settlement Agreement ("Agreement" or "Settlement"), a true and correct copy of which is attached in full as Exhibit 1.

11. Plaintiff's individual, non-PAGA claims were resolved through a separate settlement agreement, the financial terms of which are confidential. That agreement is not contingent on the amount of any payment under the Settlement, and no part of the PAGA Gross Settlement Amount is allocated to Plaintiff's individual claims other than the Service Award requested in this Motion.

**The Proposed Settlement**

13. The Settlement covers approximately 160 Aggrieved Employees who worked for Defendant in California during the PAGA Period of December 2, 2024, through August 29, 2026 (the earlier of 30 days after the 65-day expiration following Plaintiff's service of the LWDA notice, or the date on which the Court issues approval of the PAGA settlement), covering approximately 3,969 PAGA Pay Periods. If the actual number of PAGA Pay Periods worked during the PAGA Period exceeds 3,969 by more than ten percent (i.e., exceeds 4,366 pay periods), the Gross Settlement Amount will be increased by the percentage by which the actual number of PAGA Pay Periods exceeds 110% of the estimate (e.g., if the actual number of PAGA Pay Periods is 12% over 3,969, the Gross Settlement Amount will increase by 2%), or, at Defendant's election, Defendant may reduce the end date of the PAGA Period so that the number of PAGA Pay Periods does not exceed 4,366.

15. The Gross Settlement Amount of $35,000.00 is distributed as follows under the Settlement:

| | |
|---|---|
| LWDA Payment (65%) | $19,175.00 |
| Payment to Aggrieved Employees (35%) | $10,325.00 |
| Service Award to Plaintiff | $2,500.00 |
| Attorneys' Fees | $0.00 |
| Litigation Costs | $0.00 |
| Settlement Admin. Costs (not to exceed) | $3,000 |
| **Total** | **$35,000.00** |

16. If the actual number of pay periods worked during the PAGA Period exceeds 3,969 by more than ten percent (i.e., exceeds 4,366), the Gross Settlement Amount will increase by the same percentage by which the actual number exceeds 4,366, or, at Defendant's election, Defendant may reduce the end date of the PAGA Period so that the number of pay periods does not exceed 4,366.

17. The following factors support approval of the PAGA settlement:

a. First, Defendant vigorously denies liability and contends that its written policies complied with California law, that any alleged missed breaks or off-the-clock work reflected individual choices rather than a uniform practice, and that its wage statements were accurate. In addition, the Court has broad discretion

under Labor Code section 2699 to reduce penalties where an award of maximum penalties would be unjust, arbitrary and oppressive, or confiscatory, and the PAGA statute provides for substantial penalty limitations where an employer has taken reasonable steps to comply.

b. Second, continued litigation would require substantial discovery and motion practice, would be costly and time consuming, and would delay any recovery for the State and the aggrieved employees, with the risk of no recovery at all.

c. Third, in my experience, the amount offered in the Settlement is fair, reasonable, and adequate. Because my firm seeks no attorneys' fees or litigation costs, over 84% of the Gross Settlement Amount ($29,500.00) is allocated directly to PAGA civil penalties for the LWDA and the Aggrieved Employees—and any unused portion of the $3,000.00 administration fee cap will also be retained in the Net Settlement Amount and distributed as PAGA penalties.

d. Fourth, the Settlement is based on Defendant's estimate of the number of aggrieved employees and pay periods, and the escalator provision protects the State and the aggrieved employees if the actual number of pay periods materially exceeds that estimate.

e. Fifth, I recommend the Settlement as fair and reasonable. There are no objections or intervenors, and I am not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

f. Sixth, the LWDA was duly notified of the alleged violations when my office submitted the PAGA Notice to the LWDA on Plaintiff's behalf. The LWDA has not intervened or stated any intent to do so.

**Fees and Costs**

18. I have waived any request for attorneys' fees or litigation costs and expenses in connection with the PAGA claim. No portion of the Gross Settlement Amount will be paid to my firm.

**Settlement Administrator & LWDA Submission**

19. The Parties selected Apex to serve as the Settlement Administrator. Neither I nor my firm has any financial relationship with Apex other than a professional relationship arising from settlement administration.

20. Concurrently with and/or prior to the filing of this Motion, my office submitted the PAGA Settlement Agreement and this Motion to the LWDA using its online portal, as required by Labor Code section 2699, subdivision (s)(2). A true and correct copy of the confirmation notice from the LWDA is attached as Exhibit 3. If the Court signs the Proposed Order approving the PAGA settlement and enters judgment accordingly, I will submit a copy of the Court's order and judgment to the LWDA within ten days using the LWDA's electronic filing system.

**Counsel's Experience**

21. I was admitted to the State Bar of California on December 8, 2018, and have practiced law for more than seven years. My practice focuses on wage-and-hour litigation on behalf of employees.

**Concluding Statements**

22. In sum, I believe that the Settlement in this case is fair, reasonable, and adequate, serves PAGA's purposes of enforcement and deterrence, and should be approved.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 28, 2026, at San Ysidro, California.

Respectfully submitted,

Hugo Ivan Salazar
*Attorney for Plaintiff Laura Cecilia Zarate Ramirez*