

1 **JAMES HAWKINS APLC**

2 James R. Hawkins (SBN 192925)

3 Christina M. Lucio (SBN 253677)

4 Nicholas W. Schieffelin (SBN 302329)

5 9880 Research Drive, Suite 200

6 Irvine, CA 92618

7 Tel.: (949) 387-7200

8 Fax: (949) 387-6676

9 Email: James@jameshawkinsaplc.com

10 Email: christina@jameshawkinsaplc.com

11 Email: nick@jameshawkinsaplc.com

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13 Attorneys for PHILLIP JR PLASENCIA individually
14 and on behalf of all others similarly situated

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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF LOS ANGELES**

18 PHILLIP JR PLASENCIA individually and on
19 behalf of himself and all others similarly
20 situated,

21 Plaintiff,

22 v.

23 ONNI PROPERTIES LLC, an Arizona
24 Limited Liability Company, ONNI
25 MANAGEMENT CALIFORNIA, INC., a
26 Delaware Corporation, Defendant ONNI
27 LEVEL PROPERTIES (CALIFORNIA),
28 LLC, a Delaware limited liability company,
29 Defendant CAPILANO PROPERTIES, LLC,
30 a Nevada limited liability company, Defendant
31 ONNI 888 OLIVE STREET LIMITED
32 PARTNERSHIP, a Nevada limited
33 partnership, and ONNI CONTRACTING
34 (CALIFORNIA), INC., a California
35 corporation, and DOES 1-50, inclusive,

36 Defendants.

Case No. 24STCV04598

Assigned for All Purposes To:

Hon. Kenneth R. Freeman

Dept.: 14

**DECLARATION OF PLAINTIFF
PHILLIP JR PLASENCIA IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT,
APPROVAL OF NOTICE TO CLASS
MEMBERS, APPROVAL OF
SETTLEMENT ADMINISTRATOR, AND
SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

1 I, Phillip Jr Plasencia, declare as follows:

2 1. I am the named Plaintiff in this action. The facts set forth herein are true of my own
3 personal knowledge, and if called upon to testify thereto, I could and would competently do so under
4 oath.

5 2. During my employment, I believe that I was not paid for all hours worked, including
6 overtime and minimum wages, I was not provided compliant meal and rest breaks, I was not timely
7 paid all wages owed during employment and upon termination, I was not provided accurate wage
8 statements, I was not reimbursed for all necessary business expenses and I was not paid lawful sick
9 leave. Based on my experience and observations of the policies and practices of Defendants Onni
10 Properties, LLC, Onni Management California, Inc., Onni Level Properties (California), LLC,
11 Capilano Properties, LLC, Onni 888 Olive Street Limited Partnership, and Onni Contracting
12 (California), Inc. ("Defendants" or "Onni"), I believe other Class Members had similar experiences
13 and suffered the same violations.

14 3. After meeting with my attorneys, I decided to file a class action and a PAGA lawsuit to
15 seek relief for myself and all similarly situated employees. I agreed to serve as Class Representative.

16 4. On February 23, 2024, I submitted a letter to the California Labor Workforce
17 Development Agency ("LWDA") alleging that Defendants Onni Properties LLC and Onni
18 Management California, Inc.: (1) failed to pay all wages for hours worked (including overtime and
19 minimum wages); (2) failed to authorize and permit rest periods and failed to provide lawful meal
20 periods; (3) failed to timely pay wages during employment; (4) failed to provide accurate itemized
21 wage statements; (5) failed to keep accurate payroll records; (6) failed to timely pay all wages owed
22 upon separation from employment; (7) failed to reimburse business expenses; and (8) failed to provide
23 personnel records upon request.

24 5. On February 23, 2024, I filed a class action in Los Angeles County Superior Court titled
25 *Phillip Jr Plasencia v. Onni Properties, LLC, et al.*, Case No. 24STCV04598, alleging: (1) failure to
26 pay minimum wages; (2) failure to pay overtime owed; (3) failure to provide lawful meal periods; (4)
27 failure to authorize and permit rest periods; (5) failure to timely pay wages during employment; (6)
28 failure to timely pay wages owed upon separation from employment; (7) failure to reimburse necessary

1 expenses; (8) failure to provide accurate itemized wage statement provisions; (9) failure to produce
2 personnel files upon request; and (10) unfair competition.

3 6. On December 4, 2024, I filed an amended notice to the LWDA, putting these additional
4 entities on notice: Onni Level Properties (California) LLC, a Delaware limited liability company,
5 Capilano Properties, LLC, a Nevada limited liability company, Onni 888 Olive Street Limited
6 Partnership, a Nevada limited partnership, and Onni Contracting (California), Inc., a California
7 corporation. As part of this amended notice, I added unlawful wage deductions in violation of Labor
8 Code § 221, compelling releases as a condition of receiving wages in violation of § 206.5, and
9 falsifying time records. I also added (1) retaliation under Labor Code §§ 98.6 and 1102.5 for
10 complaints about unpaid wages and the exercise of statutory rights, (2) violations under Labor Code §
11 246 for failing to provide or accurately calculate paid sick leave, including by excluding bonuses,
12 incentives, and differentials from the regular rate of pay, (3) failure to pay out vested vacation time in
13 violation of § 227.3, and (4) willfull misclassification of employees as independent contractors in
14 violation of § 226.8, which constituted violations of IWC Wage Order No. 5-2001 and 8 C.C.R. §
15 11050.

16 7. March 10, 2025, I filed a First Amended Complaint, adding a claim for failure to pay
17 sick wages and asserting claims under the Private Attorney General Act (“PAGA”) for the violations
18 alleged in the Class Action, LWDA letter.

19 8. I worked for Defendants as a non-exempt hourly Custodian, at the Defendants’ luxury
20 rental apartments in Los Angeles from July 18, 2022 to June 5, 2023. Defendants are real estate
21 developers that own and operate homes, apartment buildings, and offices in California.

22 9. I allege that, during my employment, Defendants failed to provide compliant meal and
23 rest breaks, failed to pay all minimum and overtime wages owed, failed to pay all wages due upon
24 termination, failed to provide complete and accurate wage statements, failed to reimburse for necessary
25 expenses, failed to provide and/or pay for accrued sick leave, and failed to produce employee records.
26 This was true for myself and my fellow Class Members.

27 10. I understood my duty as Class Representative was to actively participate in the case and
28 keep apprised of its progress and to consider the Class’s interests as I consider my own. I have worked

1 diligently to fulfill these duties by assisting my attorneys in investigating and prosecuting this action on
2 behalf of the Class. I do not believe, nor do I have any reason to believe, that my interests in this
3 lawsuit are in conflict with or in any way antagonistic to the interests of my fellow Class Members.

4 11. I understood the risks of serving as Class Representative, including potential liability for
5 Defendants' costs/fees and reputational harm that could affect future employment prospects. Despite
6 these risks, I felt obligated to pursue this case to vindicate our rights and recover wages owed.

7 12. As the named Plaintiff in this action, I have provided significant assistance to Class
8 Counsel in this case. Among other things, I provided factual background for the mediation and
9 Complaints; spoke with other class members about their experiences working for Defendants;
10 reviewed the Complaints and settlement documents; searched for and provided documents; reviewed
11 documents with my attorneys; participated in calls to discuss litigation and settlement strategy; assisted
12 in responding to discovery; and made myself available for a full-day mediation. At no time did I ever
13 have a guarantee of any personal benefit as a result of this case. On the contrary, I assumed significant
14 risk in bringing this litigation, namely, had I lost, I could have been ordered to pay Defendants' costs,
15 and my name will be attached to this lawsuit.

16 13. My attorneys provided me the proposed Class Action and PAGA Settlement, which I
17 carefully reviewed and discussed with them before signing. As Class Representative, I have agreed to a
18 broader release than other Class Members.

19 14. I am aware of the major details of the Settlement Agreement including the non-
20 reversionary Gross Settlement Amount (GSA) of \$875,000.00 and the requested allocations therefrom.
21 Even though I strongly believe in the merits of the case that I have brought, I understand that there are
22 no guarantees in litigation and there are significant legal hurdles to overcome to prevail in this action if
23 this case continues to be litigated. Given these risks, I believe the Settlement is fair, adequate, and
24 reasonable and is in the best interest of the Class.

25 15. It is my understanding that based upon my efforts as the named Plaintiff in this action, I
26 am requesting a Class Representative Service Payment. I understand that any award is subject to the
27 Court's discretion. I respectfully request that the Court grant this award to me in the amount of
28 \$10,000 for my service to the class and efforts in prosecuting this action, and in exchange for the broad

1 general release that will enter into as part of the Settlement.

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

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5 Executed on July 2, 2025 in Los Angeles, California.

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Phillip Plasencia (Jul 2, 2025 14:11 PDT)

8 Phillip Jr Plasencia
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Declaration of Phillip Plasencia

Final Audit Report

2025-07-02

Created:	2025-07-02
By:	Mitchell Murray (mitchell@emplawllp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsDlcYS2346qGcCSYECnu9dkqvMFNAd3J

"Declaration of Phillip Plasencia" History

-  Document created by Mitchell Murray (mitchell@emplawllp.com)
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-  Document e-signed by Phillip Plasencia (plasenciadiana@yahoo.com)
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