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8 Attorneys for Plaintiff,

9 LUKAS JAVIER

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN DIEGO – NORTH COUNTY**

12 **(UNLIMITED JURISDICTION)**

13 LUKAS JAVIER, as an “aggrieved
14 employee” on behalf of himself and other
15 similarly situated “aggrieved employees”
16 under the Labor Code Private Attorneys
17 General Act of 2004,

18 *Plaintiff,*

19 vs.

20 HYATT CORPORATION dba THE
21 SEABIRD; and DOES 1 to 25, inclusive,

22 *Defendants.*

Case No.: 37-2024-00018273-CU-OE-NC

23 **DECLARATION OF LUKAS JAVIER**
24 **IN SUPPORT OF PLAINTIFF’S**
25 **UNOPPOSED MOTION FOR APPROVAL**
26 **OF PAGA SETTLEMENT**

Action filed: 04/15/2024

Hearing Date: 08/15/2025

Hearing Time: 1:30 p.m.

Hearing Dept: N-31, Hon. Michael D.
Washington

DECLARATION OF LUKAS JAVIER

I, LUKAS JAVIER, declare and state as follows:

1. I am a resident of the State of California and am over 18 years of age. I am the named Plaintiff in this action and am represented by Maralle Messrelian of MM Law, APC in this action. Except as otherwise stated, I have personal knowledge of all matters set forth in this declaration and could and would competently testify thereto if called upon to do so as a witness.

2. I first started working for Defendant Hyatt Corporation dba The Seabird (“SEABIRD”) on or around August 19, 2022 at The Seabird hotel located at 101 Mission Ave, Oceanside, CA 92054 and the Mission Pacific Beach Resort hotel located next door at 201 N. Myers St, Oceanside, CA 92054. During my employment, my job title was “Housekeeping Supervisor”. My employment ended on or around December 19, 2023.

3. I understand that this lawsuit is a Private Attorney General action, otherwise known as a PAGA lawsuit. I understand that I am the Plaintiff and that SEABIRD is the Defendant. I understand that my name is on the cover of the lawsuit. I understand that I am the representative of other SEABIRD employees. As the representative in this lawsuit, I have duties to the State of California and other employees like me who were not paid for all hours worked at the correct rates of pay, provided all required meal and rest periods, and reimbursed for necessary business expenses, such as uniform and mobile phone expenses. I also understand that my lawsuit is on behalf of the State of California. I have fairly represented the other employees and the State throughout this lawsuit. I don’t have any disagreements with the other SEABIRD employees I represent. I am not aware of any reason why I can’t make the best decisions for them in this lawsuit.

4. When I agreed to hire my attorneys to file this lawsuit, I also agreed that I would be the representative of the other employees and the State of California. I agreed that the interests of the other employees and the State in the lawsuit are as important as my personal interests in suing SEABIRD. I agreed that I would do what is in the best interest of the other employees and the State when deciding whether or not to settle this lawsuit. I also agreed to actively participate in the lawsuit. I also understand that there will only be a settlement of the lawsuit if the Court allows it.

5. The PAGA statute does not forbid service awards. Courts frequently award them in PAGA-only cases as well. The work I have done on this case includes hiring my attorneys,

1 speaking with my attorneys on many occasions by phone, explaining what my employment at
2 SEABIRD was like, explaining what my employment at SEABIRD had in common with other
3 employees who worked for SEABIRD, explaining my claims to my attorneys, and
4 communicating with my attorneys about the settlement agreement and related documents.
5 Despite this, I am not asking for a service award for my involvement and the time I spent
6 assisting my counsel with the PAGA action.

6 6. I negotiated an individual settlement for my individual claims against
7 SEABIRD, including hostile work environment harassment, retaliation, and wrongful
8 termination.

9 7. As part of my individual settlement, I signed a general release of all claims,
10 whether known or unknown, that I may have against Defendant, not only PAGA claims.

11 8. I don't believe that my individual settlement has any bearing on whether I have
12 served the Aggrieved Employees' best interests and will continue to do so. Nevertheless, I am
13 willing to provide it to the Court *in camera* if the Court so requests.

14 I declare under the penalty of perjury of the laws of the State of California that the
15 foregoing is true and correct to the best of my knowledge.

16 Executed on July ²²__, 2025 at Oceanside, California.

17 Lukas Javier

18 Lukas Javier (Jul 22, 2025 15:19 PDT)

19 LUKAS JAVIER,
20 Declarant