Navid Barahmand, Esq. (SBN 340934)
navid@barahmandlaw.com
**BARAHMAND LAW GROUP**
23801 Calabasas Road, Suite 2034
Calabasas, California 91302
Tel: (818) 574-3355
Fax: (818) 574-3757

Attorneys for Elisa Hilaire and the Aggrieved Employees

**JUDICIAL COUNCIL OF CALIFORNIA**

**CHAIR OF THE JUDICIAL COUNCIL**

**SPIRIT HALLOWEEN SUPERSTORES / SPENCER GIFTS WAGE AND HOUR CASES**

Included Actions:

*Holmes v. Spirit Halloween Superstores LLC*, LASC No. 24STCV09324

*Ruelas Sierra v. Spencer Gifts LLC*, Kern County No. BCV-23-101673

*Whalen v. Spirit Halloween Superstores LLC*, LASC No. 23STCV21612

*Gonzalez v. Spirit Halloween Superstores LLC*, LASC No. 24STCV04406

*Hilaire v. Spencer Gifts, LLC*, San Diego County No. 37-2024-00019642

Case No. JCCP5401

**DECLARATION OF ELISA HILAIRE IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT AGREEMENT UNDER CALIFORNIA LABOR CODE SECTION 2698 ET SEQ.**

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

**DECLARATION OF ELISA HILAIRE**

I, Elisa Hilaire, hereby declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and if called upon to testify thereto, I could and would competently do so under oath.

2. I am the named Plaintiff and PAGA representative in this Action.

3. On April 26, 2024, the Representative PAGA Complaint entitled *Elisa Hilaire v. Spencer Gifts, LLC, et al.,* San Diego County Superior Court Case No. 37-2024-00019642, was filed on my behalf, and behalf of all similarly situated employees, and the State of California.

Employment History

4. I am a resident of the County of San Diego in the State of California and was employed by Defendant Spirit Halloween Superstores, LLC ("Spirit") from September 18, 2022, through November 8, 2022, and subsequently by Defendant Spencer Gifts, LLC ("Spencer Gifts") from November 21, 2022, through February 28, 2024 (Spirit and Spencer Gifts are collectively referred to herein as "Defendants").

5. While employed by Defendant, I primarily worked as an Assistant Store Manager. My job responsibilities included overseeing daily store operations, supervising employees, assisting customers, and ensuring the store operated efficiently.

6. During my employment with Defendant, I routinely missed my meal and rest periods due to understaffing, as there was no other employee available to provide relief or coverage. I also routinely missed my meal and my rest periods because I was required to undergo a security/bag check each time I exited the store.

7. Throughout my employment with Defendant, I regularly received text messages on my personal cellphone from Defendant's supervisory employees. However, I was never reimbursed for the use of my personal cellphone.

8. To the best of my understanding, my claims are typical of the Aggrieved Employees.

9. To the best of my understanding, at all relevant times, other Aggrieved Employees were subject to the same policies, practices, and procedures that I was subjected to regarding meal breaks, rest breaks, and reimbursements.

Summary of PAGA Claims

10. Throughout my employment, I alleged that Defendants did not allow me to take a compliant meal and/or rest break because Defendant's understaffing policies and practices prevented me from being relieved of my work duties, as there was no one available to provide relief or coverage during my breaks. Additionally, I do not recall receiving any premium wage payments for the missed meal and/or rest breaks.

11. During my employment, I was required to use my personal cell phone for work purposes. Defendants would contact me outside of work hours on my personal cell phone to discuss work-related matters and scheduling issues. I was never reimbursed for the use of my personal cell phone for work-related purposes.

12. Based on the policies and practices described above, I believe and alleged that Defendants systematically provided me with incomplete and inaccurate wage statements, and that the same was true of my coworkers as well.

13. I further believe and alleged that Defendants' failure to pay former Aggrieved Employees the earned and unpaid wages set forth above, including but not limited to premium payments, was willful.

14. Based on the policies and practices described above, I believe and alleged that my coworkers and I are entitled to civil penalties under the Private Attorney General Act of 2004.

The Settlement and Advocacy

15. I hired the law firm Barahmand Law Group and King & Siegel in order to obtain justice for myself and the Aggrieved Employees for these illegal labor practices.

16. I understand that, as a PAGA Representative, I have a duty to look out for and protect the interests of the Aggrieved Employees as a whole. I do not believe, nor do I have any reason to

believe, that my interests in this lawsuit are in conflict or in any way antagonistic to the interests of those of my fellow Aggrieved Employees.

17. Given the various defenses asserted by Defendants, the risk of not being awarded penalties or having them reduces by the Court, the delay of any potential appeals, and the fact that PAGA Members have a need for payment sooner rather than later, I believe, along with my counsel, that the Settlement obtained is fair and reasonable to the other PAGA Settlement Members.

18. As the Named Plaintiff in this Action, I provided valuable assistance to my counsel and the Aggrieved Employees in this case, including providing factual background for the PAGA Complaint; reviewing the relevant documents, and Complaint; emailing and participating in phone calls with my Counsel to discuss litigation and settlement strategy; remaining on-call and available during the mediation and negotiation of the settlement; reviewing the settlement documents; and providing this declaration.

19. To date, I estimate that I have spent a minimum of 14 hours assisting my Counsel in prosecution of his case, including: (a) including providing factual background for the PAGA Complaint (1.5 hours); (b) reviewing the relevant documents and draft PAGA Complaint (1 hours); (c) emailing, texting, and participating in phone calls with my Counsel to discuss litigation, settlement strategy, and mediation (2 hours); (d) remaining on-call and available during the mediation and negotiation of settlement (8 hour); (e) reviewing the settlement documents (1 hours); and (f) providing this declaration (.5 hour).

20. This case also involved risks to me personally, such as the potential risk of having to pay costs in the case if we lost and the risk of negative publicity by or to anyone who opposed this case.

21. This litigation was also lengthy. I have been involved in this case—seeking to obtain a benefit for the Aggrieved Employees—for over 2.5 years all with no assurance that I would recover any personal benefit.

22. In consideration for the release of my individual claims against Defendants, I agreed to settle my individual Labor Code claims for $25,000.00, including claims arising from missed

meal and rest periods, unpaid premium wages, unreimbursed business expenses, inaccurate wage statements, and other Labor Code violations I experienced during my employment. These claims arise from the same alleged Labor Code violations underlying the representative PAGA action and were not separately pleaded as independent causes of action.

23. I understand that the $25,000.00 payment is consideration for the settlement and release of my individual Labor Code claims and is not an incentive or service award for my participation as the PAGA Representative. I am not requesting an incentive or service award in connection with this Settlement.

24. I believe that the $25,000.00 payment is a fair and reasonable resolution of my individual claims, particularly considering the risks, uncertainties, and potential costs of continued litigation.

25. Even in the face of these risks, I pursued this case on behalf of the Aggrieved Employees because I believe in it, and we reached a successful resolution and settlement as a result.

26. I was happy to learn that the case settled on behalf of the PAGA Settlement Members for the amount of $1,600,000.00. I believe this is a very positive result, and glad that my efforts helped other Aggrieved Employees to benefit and obtain vindication for the Labor Code violations they suffered.

27. I understand that PAGA representatives are eligible for compensation for their efforts as a plaintiff in an action. As the Named Plaintiff in this Action, I respectfully request that the Court grant my pro rata share of the PAGA Settlement fund and my individual settlement in the amount of $25,000.00. Based on the excellent result obtained for the Aggrieved Employees, I, along with my counsel, believe this is a fair and appropriate award.

28. I am not receiving any consideration for my participation in this Settlement other than my individual settlement of $25,000.00 and pro rata share of the Settlement.

29. I respectfully ask that the Court grant final approval of this Settlement.

30. I am not currently, nor have I ever been, a Named Plaintiff in any other PAGA Representative case, pending or closed.

31. I understand that any funds remaining from Individual PAGA Payment checks that are not cashed within 180 days after issuance will be distributed to Legal Aid at Work, a nonprofit organization that provides free legal services to low-wage workers. I believe that Legal Aid at Work's mission aligns with the interests of the Aggrieved Employees and the purposes of PAGA. I have no personal, financial, or other relationship with Legal Aid at Work.

32. I have not informed any of other Aggrieved Employees—formally or informally—of the preparation, filing, or pendency of the Action.

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

Executed on 10/14/2026, at San Marcos, California.

Elisa Hilaire (Oct 14, 2026 18:13:33 PDT)

Elisa Hilaire