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Attorneys for Plaintiffs, the Putative Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

HELDER VIEIRA, TAVORIS SAUCIER, ERIC
BARBARY, ANDREW EMARY, JASON
SERIOS, BLONG YANG, individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

ONE WORKPLACE L. FERRARI LLC, a
California limited liability company, doing
business as ONE WORKPLACE; and Does 1
through 100, inclusive,

Defendant(s).

) Case No. 24CV447301

)
) Judge: Hon. Theodore C. Zayner
) Dept: 19

)
) **DECLARATION OF PLAINTIFF**
) **BLONG YANG IN SUPPORT OF**
) **PLAINTIFFS' MOTION FOR**
) **PRELIMINARY APPROVAL OF CLASS**
) **ACTION AND PAGA SETTLEMENT**

)
) Action Filed: September 13, 2024
) FAC Filed: September 19, 2024
) SAC Filed: August 4, 2025
) Trial Date: Not Set

DECLARATION OF BLONG YANG

I, Blong Yang, declare:

1. I am one of the named plaintiffs in this wage-and-hour class action against Defendant

1 One Workplace L. Ferrari LLC (“Defendant”). I submit this declaration in support of Plaintiffs’
2 Motion for Preliminary Approval of Class Action and PAGA Settlement (the “Preliminary Approval
3 Motion”).

4 2. I am a competent adult and was employed by Defendant as a nonexempt, hourly
5 employee during the Class Period. I have personal knowledge of the facts set forth herein, and if
6 called as a witness to testify to them, I could and would do so competently.

7 3. I contacted my attorneys in or around August 2024 for an initial consultation and
8 advice. After I spent hours attempting to locate all my employee handbooks, time records and
9 paystubs, I spent additional hours reviewing them with my attorneys over the telephone. We
10 discussed potential wage-and-hour violations based on the information I provided and was asked
11 whether these potential violations applied to other employees. Based on my observation and
12 understanding, I believe they did. After discussing the potential claims, I was informed of my legal
13 options: I can bring those claims individually or bring them on behalf of myself and other employees
14 who were similarly injured.

15 4. It was explained to me that as a named plaintiff and potential class representative a
16 lot of work would be required of me. It was also explained to me that by suing on behalf of myself
17 and other employees, I could be subject to stigma that is sometimes associated with those who bring
18 class actions against employers, which could impact my ability to find future employment. I was
19 also advised by my attorneys that if this Action was unsuccessful, and depending on which claim
20 was brought, I could be liable to Defendant for its attorneys’ fees and costs which could be
21 substantial. Although I recognized all of these risks, I still felt compelled to come forward and act
22 for myself and other employees because I strongly felt Defendant’s alleged illegal practices of failing
23 to pay their employees for all hours worked, the nonpayment of premium wages for alleged meal-
24 and-rest period violations, and unreimbursed business expenses were unfair, wrong and needed to
25 be rectified. I have and am willing to continue to be the Class Representative for the Class and have
26 no interest that is in conflict with them.

27 5. My attorneys went over the legal process with me. I reviewed and approved the
28 PAGA Notice that was sent to the LWDA on September 12, 2024. I also reviewed and approved the

1 initial class action complaint that was filed on October 14, 2024. After it was filed, I was informed
2 by my attorneys that we would amend the complaint to add a claim under the PAGA. I was informed
3 that the amended complaint adding PAGA was filed on November 27, 2024.

4 6. I was informed by my attorneys that an earlier lawsuit was filed against Defendant
5 and that the case was called, *Vieira v. One Workplace L. Ferrari LLC* (the “*Vieira Action*”). My
6 attorneys informed me that we will be working together with the plaintiff and his attorneys in the
7 *Vieira Action*. I agreed to this and signed off on the joint prosecution agreement. Since we were
8 going to be working together, my attorneys informed me that an amended complaint would be filed
9 in the *Vieira Action* which would add me and my claims in the *Vieira Action*. When that complaint
10 was officially filed, I agreed to dismiss the later filed action without prejudice.

11 7. I remained in contact with my attorneys from August 2024 to the present, provided
12 them with documents in my possession, answered their questions, and assisted in the preparation of
13 the complaints and scope of discovery. After the Settlement was reached, I reviewed the Agreement.
14 After reading through the Agreement, I had a couple conversations with my attorneys to clarify
15 certain items, including payment of the class settlement. I then consented to the terms in the
16 Agreement by signing the same.

17 8. Based on the risks involved in further litigation that were explained to me by my
18 attorneys, I believe the Settlement is in the best interest of myself and the other employees who are
19 similarly situated. I believe the Settlement should be preliminarily approved. The other employees
20 who are similarly situated are receiving a fair monetary settlement, without the delay and uncertainty
21 of whether class certification will be granted and whether the jury or trial court would have sided in
22 our favor.

23 9. In acting as a named plaintiff and as a proposed class representative in this Action, I
24 have not placed my own interests ahead of the other similarly situated employees. My agreement to
25 the settlement is not contingent on the Court awarding me a Class Representative Service Payment.

26 10. A Class Representative Service Payment to me in this case would not only be
27 appropriate, but reasonable in light of (a) the emotional and mental stresses of dealing with this
28 lawsuit, and the potential of having a judgment entered against me if we had lost; (b) exposure to

1 costs if Defendant would have won; (c) the real potential of losing job opportunities because I filed
2 this case; (d) giving a general release of all claims arising from my employment with Defendant
3 which is broader than the release that the other similarly situated employees will be bound by; and
4 (e) for the substantial hours I dedicated to this case both before and after this lawsuit was filed which
5 was time lost from being with my family, friends and work. I will provide further support for my
6 Class Representative Service Payment in connection with the motion for final approval.

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct. Executed on 04/18, 2026 in Sacramento-, California.

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Blong yang (Apr 18, 2026 19:20:11 PDT)

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