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Attorneys for Plaintiffs ANTHONY IMPERATO and CALVIN PENG aka TZU-I PENG, on behalf of themselves and all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANTHONY IMPERATO, an individual;
 CALVIN PENG aka TZU-I PENG, an
 individual, on behalf of themselves and other
 aggrieved employees,

Plaintiffs,

v.

CALIFORNIA COMMERCE CLUB, INC. a
 California corporation; and DOES 1 through
 100, inclusive,

Defendants.

Case No. 20STCV25314

BC644587 - Lead Case
 [Related to 20STCV01232, 20STCV16584,
 20STCV25314, and 19STCV41482]

Assigned for All Purposes to:
 Hon. Carolyn B. Kuhl
 Dept. SSC-12

DECLARATION OF CALVIN PENG
AKA TZU-I PENG IN SUPPORT OF
PLAINTIFFS' MOTION FOR
APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT

Date: August 21, 2023
 Time: 1:45 P.M.
 Dept: SSC-12

1 I, CALVIN PENG aka TZU-I PENG, declare as follows:

2 1. I am over the age of eighteen and am a named Plaintiff in *Anthony Imperato et al.*
3 *v. California Commerce Club, Inc.* The foregoing is based upon my personal knowledge and, if
4 called as a witness, I could and would competently testify thereto.

5 2. I submit this declaration in support of Plaintiffs' Motion for Approval of Private
6 Attorneys General Act Settlement Agreement.

7 3. I was previously employed by Defendant California Commerce Club, Inc.
8 ("Defendant") between 1991 and May 2019 as a casino floorman. During my time working for
9 Defendant, I was subjected to the same wage and hour policies and practices that are at issue in
10 this case, including the Defendant's practice of failing to pay employees all wages owed, failing
11 to provide meal periods, failing to authorize and permit rest periods, failing to provide accurate
12 wage statements, and related issues. I initially became involved in this case seeking redress for
13 not receiving proper meal and rest periods, and due to the fact that the Defendant used to deduct
14 45 minutes for a meal period that I regularly did not receive. I also had concerns about
15 Defendants tip policy, and did not believe that I was receiving the proper amount of tip
16 compensation during my employment.

17 4. Since the beginning of this lawsuit in July 2020, I have been closely involved in
18 assisting my attorneys with prosecuting this action and have done so diligently and aggressively
19 since I filed the Complaint. Prior to getting involved in this case, I spoke with my attorneys for
20 many hours to understand the nature of the case, and shared with my attorneys the wage and hour
21 violations that I experienced over the years working for Defendant. I also connected my
22 attorneys to other former employees so that they could investigate the impact of Defendant's
23 employment policies on other aggrieved employees.

24 5. After I became involved in this case, I assisted my attorneys in reviewing and
25 understanding the numerous documents exchanged during informal discovery. I reviewed many
26 of Defendant's policy documents with my attorneys and answered my attorneys' questions
27 relating to those documents. One of those documents was an agreement titled Casino Dealer
28 Break Procedures, which was provided to me and I understood that I had to sign as a condition of

1 my employment. I signed this document in 2008. It effectively waived my right to take rest
2 periods, because otherwise, I would have been unable to keep up with my duties during my shift.

3 6. In May 2023, the parties agreed to go to Mediation, and I worked with my
4 attorneys to prepare for the Mediation. Although I was unable to attend the Mediation, I was
5 available to answer my attorneys questions, and discussed the result of the Mediation with my
6 attorneys after its conclusion.

7 7. Since the date of the Mediation, I have communicated with my attorneys
8 regarding the settlement terms, and spent many hours reviewing the lengthy settlement
9 agreement, and ensuring that the settlement agreement is fair to all aggrieved employees affected
10 by the settlement.

11 8. I believe that this PAGA Settlement for \$2,400,000 is excellent in view of the
12 complex and varied issues involved with the case. The allocation between dealers and
13 floorpersons and other non-exempt hourly employees is also reasonable, in that dealers and
14 floorpersons were more adversely affected than other of Defendant's employees. For instance, I
15 learned during my work for Defendant that only dealers and floorpersons had to consent to waive
16 their rest periods, and dealers and floorpersons had 45 minutes automatically deducted from their
17 shift time. Other employees were not subject to the same break policies or automatic deduction
18 policy, as other employees confirmed to me during my employment.

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

21 Executed on 7/21/2023, at Diamond Bar, California.

22 DocuSigned by:
23 
24 Calvin Peng aka Tzu-i Peng
25 C5FD60186FF5495