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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 ANTHONY
 IMPERATO 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, ANTHONY IMPERATO, 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 2017 and 2020 as a casino dealer. 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.

13 4. Since the beginning of this case, I have been closely involved in assisting my
14 attorneys with prosecuting this action, and have done so diligently and aggressively since I filed
15 the Complaint. Prior to getting involved in this case, I spoke with my attorneys for many hours
16 to understand the nature of the case, and shared with my attorneys the wage and hour violations
17 that I experienced over the years working for Defendant.

18 5. After I became involved in this case, I assisted my attorneys in reviewing and
19 understanding the numerous documents exchanged during informal discovery. I reviewed many
20 of Defendant's policy documents with my attorneys, and answered my attorneys' questions
21 relating to those documents. One of those documents was an agreement titled Casino Dealer
22 Break Procedures, which was provided to me and I understood that I had to sign as a condition of
23 my employment. It effectively waived my right to take rest periods, because otherwise, I would
24 have been excluded from certain dealer rotations during my shift.

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

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

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

Executed on 7/21/2023, at Canoga Park, California.

DocuSigned by:

 Anthony Imperato
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