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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

Coordination Proceeding

Special Title (Rule 3.550)

RCSH WAGE AND HOUR CASES

Included Actions:

Eddie Castillo, et al. v. RCSH Operations, Inc., et al., San Francisco County Superior Court Case No. CGC-21-594237

Eddie Castillo v. RCSH Operations, Inc.., et al., Los Angeles County Superior Court Case No. 21SMCV01530

Adrian Quiroz Guerrero, et al. v. Ruth's Hospitality Group, Inc., Riverside County Superior Court Case No. RIC1804127

Amanda M. Patterson v. RCSH Operations, Inc., Contra Costa County Superior Court Case No. MSC21-02077

Case No.: JCCP5243

Honorable Harold W. Hopp
Department 01

DECLARATION OF DANIEL SROURIAN IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date:	September 21, 2023
Time:	8:30 a.m.
Department:	01
Castillo Complaint Filed:	July 29, 2021
Castillo PAGA Complaint Filed:	Sept. 17, 2021
Patterson Complaint Filed:	Oct. 20, 2021
Guerrero Complaint Filed:	Feb. 26, 2018
Trial Date:	None Set

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I, Daniel Srourian, declare as follows:

1) I am an attorney licensed to practice law in the State of California and currently serve as counsel to Adrian Quiroz Guerrero, Anton Kasaa, and Lucas Arel ("Plaintiffs" and/or "Named Plaintiff") in the above-captioned matter.

2) This Declaration is submitted in support of Plaintiff's Unopposed Motion For Preliminary Approval Of Class Action and PAGA Settlement. The following facts are within my personal knowledge and, if called as a witness herein, I can and will competently testify hereto.

3) As counsel for Plaintiffs, I have been intimately involved in every aspect of this case from inception to the present.

4) On February 26, 2018, my office, along with co-counsel Sirmabekian Law Firm, filed a Class Action Complaint in the Riverside County Superior Court ("Court"), thereby commencing a putative class action entitled *Adrian Quiroz Guerrero v. Ruth's Hospitality Group, Inc.*, Case No.: RIC1804127.

5) Following the filing of the initial complaint, parties engaged in initial written discovery regarding Defendants' policies, procedures, and organization chart. As my office pressed Defense counsel for the setting of depositions (even making themselves available to travel to North Carolina and Florida to take the deposition of key out-of-state witnesses), the Defendants agreed to stay formal discovery and attend early mediation. This mediation took place in-person in Los Angeles, California, on November 27, 2019, with esteemed wage-and-hour mediator Steve Pearl, Esq., following a pre-mediation exchange of tens of thousands of pages of documents and data points for my office to analyze in preparation of mediation. My office engaged experts to analyze the data and assess damages. It is notable that Defendants turned over 100% of the class time and pay records for my office to analyze (under the mediation privilege), which is significantly less than the usual 20-30% produced by Defendants in similar cases. As such, my office was prepared for mediation with the most accurate data possible.

6) Following a full day of mediation, settlement efforts were unsuccessful, and formal discovery pressed on. My office took the deposition of Dale Brandsberg, General Manager of Defendants' Palm Desert location where Plaintiff Adrian Guerrero was employed during his employment

with Defendants. This deposition occurred in-person at Defense counsel's office on January 16, 2020. During this deposition, my office uncovered a plethora of new information that was previously unknown through written discovery, including specifics on timekeeping, meal break policies, employee complaints regarding issues raised in the lawsuit, employee training, and identity of other key witnesses. This put my office in a good position to conduct further discovery to prepare the case for class certification. Defendants took the deposition of Plaintiff Adrian Guerrero on January 17, 2020.

7) My office followed up by propounding further interrogatories, requests for admissions, and requests for production of documents. The litigation was full throttle. Significantly, around this time in January 2020, my office obtained the full class list (name, address, and phone numbers) from Defense counsel. my office moved swiftly to send postcard mailers to all 2,000+ putative class members informing them of the existing lawsuit and to contact my office if they wanted to speak with counsel. My office worked diligently to communicate with the over 100 individuals who responded to the postcard mailer via telephone or email. my office obtained crucial testimony from a host of theses witnesses, some of whom even signed declarations under oath. Two of the witnesses who contacted my office – Anton Kasaa and Lucas Arel – agreed to serve as additional class representatives, and my office added them in the suit.

8) It was at this time that Covid-19 hit, and the pandemic shut down the world. After months of a lull while firms generally adjusted to life in the new world, my office still had difficulties setting depositions, as the world was in flux. However, my office kept pressing on written discovery, since written discovery was relatively uninterrupted from Covid due to the Court's availability to resolve discovery disputes if necessary. After some additional delay due to the unexpected and tragic death of one of Defense counsel's family members, as well as some delays due to various individuals tied to the suit in some capacity contracting Covid, my office vigorously met and conferred and teed up all outstanding written discovery issues. After significant time spent meeting and conferring, including submitting summaries of outstanding issues to Judge Sunshine Sykes, my office was left no choice but to file three separate Motions to Compel and request significant monetary sanctions.

9) It was at this juncture that Plaintiffs Castillo and Patterson filed their overlapping action alleging similar claims for violations of the California Labor Code. My office and Defense counsel agreed to continue the hearings on the Motion to Compels and make a second attempt at mediation, which occurred on February 5, 2022.

10) My office conducted significant investigation of the facts and law during the prosecution of this action and in preparation for both mediation sessions. In particular, my office assessed the value of the class claims using production by Defendants containing information regarding the proposed Class Members, including information regarding the total class size, rates of pay and workweeks for such individuals, as well as daily time punch and payroll records for all proposed Class Members. *Id*. Defendants also provided Plaintiffs' full personnel file, time punch records and paystubs, as well as Defendants' wage and hour policy and procedure related documents, including its employee handbook and written policies and procedures regarding overtime, the payment of wages, the provision of meal and rest periods, the issuance of wage statements, and the payment of all wages at separation. My office analyzed all facts, theories, data, documents, and information on which the Action is based to determine the merits of the class claims.

11) Further, my office interviewed and investigated the claims alleged in this lawsuit by speaking to Class Members to gather the proof needed for class certification and obtained time and payroll records to assess damages before mediation.

12) Accordingly, my office fully understood the strengths and weaknesses of the class claims before the parties reached the Settlement.

13) Named Plaintiffs were instrumental in gathering the evidence necessary to prosecute the class claims, met with my office numerous times to prepare for mediation, maintained regular contact with my office, and reviewed the Settlement to make sure it was fair to the Class Members.

14) No action would likely have been taken by Class Members individually, and no compensation would have been recovered for them, but for Plaintiffs' service on behalf of the Class Members.

15) Plaintiff's interests are coextensive with the interests of the Class. Plaintiffs have already demonstrated his ability to advocate for the interests of the Class by initiating this Action and obtaining a fair settlement on behalf of himself and Class Members. Likewise, Srourian Law Firm, P.C. has expended considerable time and effort on this case and will continue to do so through final approval.

16) The proposed Settlement Class is numerous and ascertainable. The Parties estimate that there are over 2,000 Class Members, making joinder of all Class Members impracticable. Further, the class is readily ascertainable from Defendants' business records because all Class Members are current or former employees of Defendants.

17) In regards to whether common questions predominate, Plaintiffs allege that Defendants engaged in a pattern or practice of failing to pay overtime wages; failing to pay regular wages; failing to pay minimum wages; off-the-clock work; failing to provide meal periods and rest breaks or additional pay in lieu thereof; failing to provide and maintain complete and accurate itemized wage statements that included all information required by the California Labor Code; failing to keep accurate time records; failing to provide employees with rates of pay and overtime rates applicable to their employment, including failing to properly calculate the overtime rate (regular rate of pay); failing to reimburse employees for costs incurred in furtherance of work duties; untimely payment of wages; violations of California's sick leave laws; failing to provide adequate seating; and failing to accurately keep record of and pay/provide vacation time.

18) Plaintiffs allege, among other things, that Defendants maintained company-wide employment practices that deprived Class Members of wages and meal and rest premiums. For example, Plaintiffs allege Defendants did not pay any premiums for missed meal breaks or missed rest breaks to any Class Members during the Settlement Class Period.

19) Plaintiff's allegations present common legal and factual questions of, inter alia, whether Defendants applied the same compensation, meal period and rest break policies to all Class Members; whether those policies or their implementation resulted in labor code

violations; whether Defendants' conduct was intentional; and whether Class Members are entitled to penalties. These questions could be resolved by using Defendants' payroll records, testimony from Class Members, and testimony from corporate representatives.

20) My office utilized experts to calculate Defendants' total potential exposure assuming Plaintiffs prevailed on all aspects of his claims at trial but weighed the value against the chance of succeeding at class certification and trial.

21) It is important to take into account the strength of the Plaintiff's case on the merits balanced against the amount offered in the Settlement. Here, Plaintiff's reasonable estimate of the nature and amount of recovery that the Class could have obtained if they prevailed at trial is broken down as follows:

22) **Defendants' Use of "On-The-Job Meal Periods":** Throughout the entire recovery period, Plaintiffs alleged that Defendants instituted an unlawful policy of forcing class members to take "on-duty" meal periods despite restaurant workers not qualifying under the "nature of work" test, and despite Defendants not having the agreement for "on-duty" meal periods in writing, along with an express right of revocation, as required by law in order to lawfully effectuate "on-duty" meal periods. Due to Defendants' belief it was instituting a lawful "on-duty" meal period policy, Defendants did not pay class members any meal break premiums for those paid "on-duty" meal breaks. However, since the "on-duty" meal period policy instituted by Defendants is unlawful, Plaintiffs alleged that meal break premiums were owed for all missed meal breaks.

23) Evidence gathered by office showed that management forced various class members to clock in and out for all meal periods, and confined class members to the break room within the restaurant in order for class members to quickly grab a bite of food, and then immediately head back to their workstation. Indeed, Defendants' own handbook confirms that the restaurant "will provide" "meal(s)" to "Team Members," and that those "meals" are to be eaten "in designated areas only." The need for class members to remain on sight throughout their entire shift and eat company-provided food in passing while still working and/or

remaining on-call (a.k.a. remain on-duty), was due to lack of any coverage of class members' workstations while on break, and management's refusal to hire coverage in order to save costs. Furthermore, evidence will show it was quite commonplace for class members to not even have an opportunity to take the few minutes to even visit the break room to grab that quick bite, due to the immensely heavy workload every night.

24) Defendants contended they never instituted any sort of requirement for class members to remain on premises during any meal breaks, and that class members were free to come and go as they chose during meal breaks. Furthermore, Defendants contend they never instituted any "On-Duty Meal Period" requirement, but rather, simply gave class members the opportunity to either take a paid thirty-minute meal break, or an unpaid thirty-minute meal break. Defendants contended they relieved class members of all duties for all meal periods, whether paid and unpaid, and allowed class members to leave the premises for meal periods, whether paid or unpaid. Defendants contended they gratuitously paid class members for their meal breaks despite their being no obligation whatsoever for employees who opt for the paid meal break to stay at the restaurant during that paid break, or perform work during that paid meal break, or eat quickly to get back to grueling demands of the kitchen or dining floor.

25) Plaintiffs alleged that throughout the Class Period, Defendants implemented policies and practices which resulted in class-wide meal period violations. Through the use of "paid" and simulated meal periods, Defendants forced the Class members to clock out for their meal periods and continue to work. Defendants' "break jail" practices forced the Class members to forgo their meal periods before the end of the fifth hour, and instead take the meal period at the end of the shift. Additionally, Defendants' team meal practice discouraged Class members from taking duty free meal periods during their shifts. The aforementioned practices and others further prohibited the Class members from leaving the premises in order to take their meal periods. Lastly, Defendants' meal period violations are further compounded by its systematic failure in providing adequate relief staff to allow the Class members to take duty free meal periods.

26) Based on my office's analysis of the time records, we observed a 57.8% violation rate (even when taking the clock in/out entries at face value).

27) I estimate that $11,265,024 would be awarded at trial for unpaid meal break premiums.

28) **Rest Break Claims:** Defendants had no written rest break policy for California employees from February 26, 2014 until May 30, 2014. Plaintiffs alleged that Defendants then instituted a facially non-compliant rest break policy from June 1, 2014 until April 12, 2016, failing to provide rest breaks to non-exempt employees for every "four hours or major fraction thereof," but rather, only for "every four hours worked," creating a situation where employees who work shifts between six and eight hours get only one rest break under the facially non-compliant policy, but are actually owed two rest breaks under California law. Similarly, employees who work shifts between ten and twelve hours would only receive one rest break, whereas they would be entitled to two rest breaks under the law. Additionally, this 2014 California meal and rest break policies packet failed to explicitly state class members were free to leave the premises during rest breaks.

29) From April 12, 2016 until the present, Defendants had what appears to be a facially-compliant rest break policy, though evidence gathered by my office showed class members were never provided the opportunity to take any uninterrupted ten-minute breaks due to workload and understaffing. Evidence gathered further showed class members were restricted in movement and space during their rest breaks by supervisors and managers, as class members were forced to stay inside the restaurant while on rest breaks, per alleged company policy, in order to assure coverage under the restaurant's insurance for any sort of injury to the employee should one arise.

30) Lastly, Defendants' June 1, 2014 California meal and rest break policies affirmatively required managers to obtain each month a signed acknowledgment from each and every single class members that they were provided with the opportunity to take rest periods. Plaintiffs alleged that Defendants did not possess a single signed acknowledgment form from any single class member stating they received compliant rest breaks. This supports the testimony of numerous class members obtained by informal interviews conducted by my

office that rest breaks were non-existent for all Defendants' employees given the demands of the job and chronic understaffing.

31) Plaintiffs further alleged that Defendants prohibited class members from leaving the premises – Defendants admonished Class members for taking smoke breaks and instructed them to not leave the premises out of purported "off-site injury" concerns. Moreover, class members reported they only received rest breaks for a few minutes with the understanding they had to tend to Defendants' customers and other work demands. As such, the class members never had an expectation that they would receive full ten-minute rest breaks.

32) I estimate that $4,065,733 would be awarded at trial for unpaid rest break premiums.

33) **Unpaid Overtime:** Plaintiffs contended that they and various other co-workers would regularly perform work for the restaurant off the clock per instruction of management. Specifically, Plaintiffs alleged they were instructed to clock out after eight hours of on-the-clock work in order for the restaurant to avoid paying overtime to class members. Evidence gathered by my office showed it was commonplace for managers to manually clock out all employees who were on-the-clock when managers were wrapping up and heading home for the night, despite those employees continuing to perform work after managers left. This was especially true of dishwashers, who had to stay late and could not leave until the very last dish was washed for the night.

34) An analysis of the records provided by Defendants showed a statistically significant amount of shifts that were *exactly* eight hours. Those shifts are further identifiable by exact date of shift, job position, and location. After viewing the number of shifts that were exactly eight hours with those added considerations, it is very apparent that certain positions, in certain restaurants, consistently reported exactly eight-hour shifts.

35) Plaintiffs alleged that Defendants failed to pay for all overtime wages by excluding commissions, non-discretionary bonuses, and other incentive-based pay from the class members' regular rates of pay for purposes of calculating overtime premium wages. In general, if an employee's only straight-time compensation is based on an hourly rate of pay, the hourly rate is his regular rate. However, if the employee also receives other compensation,

his regular rate is computed by dividing his total compensation by his total hours worked. This is because the regular rate of pay under California law includes "all remuneration for employment paid to, or on behalf of, the employee." (O.L. 2002.06.14 (quoting 29 U.S.C. § 207(e))). This requirement includes, but is not limited to, commissions and non-discretionary bonuses. (*See, e.g.*, *Huntington Memorial Hosp. v. Superior Court*, 131 Cal.App.4th 893, 904-05 (2005)). Moreover, a bonus is considered "nondiscretionary" if the employer promises, contracts, or agrees to pay a bonus to the employee. Non-discretionary bonuses include those that are: (1) promised to employees upon hiring; (2) are announced to employees to induce them to work more steadily, more rapidly or more efficiently; (3) attendance bonuses; (4) individual group production bonuses; (5) bonuses for quality and accuracy of work; (6) bonuses that are announced to employees to induce them to remain with the company; and (7) bonuses that are contingent on employees continuing in employment until the payment is made. (*See* 27 No. 1 Cal. Emp. L. Letter 10).

36) Throughout the Class Period, Plaintiffs and class members were eligible to receive various forms of incentive pay including "Coach Bonus," "Hourly Bonus Referral," "Bonus Special," "Commission," and gift cards. These forms of compensation are non-discretionary in that they generally incentivized productivity and efficiency. Despite the presence of these various forms of compensation, at no time did Defendants include the amounts in the Class members' regular rates of pay for purposes of calculating overtime wages. As such, Defendants failed to pay all overtime wages.

37) Plaintiffs further alleged that Defendants failed to provide the Class members with adequate resting facilities and seating. This was confirmed by several witnesses as well as Defendants' own floor plans.

38) I estimate that $11,140,080 would be awarded at trial for unpaid meal break premiums.

39) **Expense Reimbursement Claim**: Under California law, an employer is required to reimburse its employees for all reasonable and necessary business expenses incurred by the employees in direct consequence of the discharge of their duties. (Lab. Code, §2802.) Throughout the Class Period, Plaintiffs alleged that Defendants required class members to use

their personal vehicles to purchase food, supplies, and other items required by their assigned work locations, but did not reimburse the class members for mileage for such work-related travel. Moreover, Plaintiffs alleged that Defendants did not reimburse the class members for the purchase of the foregoing items. However, I estimated $0 would be awarded for this claim at trial, given Defendants did not have a deficient policy when it came to expense reimbursements, and evidence showed that the claim was too individualized to proceed on a class basis.

40) **Wage Statement Penalties:** Under California law, an employer is required to have specific information on its employees' itemized wage statements including gross wages earned, total hours worked, and all net wages earned. (Lab. Code, §226.) Defendants' unpaid off-the-clock and unpaid incentive pay overtime, among others, render the wage statements non-compliant in that they fail to, among other things, include the total hours worked and all gross wages earned by the Class members. As such, Defendants are liable for wage statement penalties. I estimate that $7,857,400 would be awarded at trial for wage statement penalties.

41) **Waiting Time Penalties**: If an employee is owed any wages upon separation of employment, California law provides that the employee continues to earn his or her wages for up to 30 days as a penalty. (Lab. Code, §203.) As discussed above, Defendants failed to pay the Class members all wages as result of several practices including their off-the-clock, simulated meal periods, and unpaid incentive overtime practices. As such, Defendants are liable or derivative waiting time penalties. I estimate that $7,381,839 would be awarded at trial for wage statement penalties.

42) **PAGA Civil Penalties**: As discussed above, Defendants committed a myriad of Labor Code violations, subjecting it to PAGA civil penalties. Defendants are liable for PAGA civil penalties including for wage statement violations under Labor Code section 226.3, and meal period, rest period, and overtime violations under Labor Code section 558. I estimate that the following would be awarded at trial for PAGA penalties: $106,200 as PAGA penalties for unpaid overtime, $18,153,400 as unpaid regular wages, $15,770,600 as PAGA penalties for

meal break violations, $18,153,4000 as PAGA penalties for rest break violations, and $18,002,250 as PAGA penalties for inadequate seating,.

43) Defendants disputed and continue to dispute Plaintiffs' theories of recovery and allegations as to Plaintiff's claims. Defendants contend that at all relevant times they have maintained and enforced compliant meal and rest break policies, trained employees on such policies, and have regularly reminded and encouraged employees to take their meal and rest breaks. Defendants further contend that at all relevant times Plaintiffs and the Settlement Class Members have been afforded adequate time for meal and rest breaks and that there is no work-related reason why they could not take compliant meal and rest breaks each workday. Defendants further contend that at all relevant times, they paid the putative class members all due compensation (including overtime and travel time) at the correct rates of pay. Additionally, Defendants contend that they provided sufficient tools and supplies to the putative class members to complete their job duties. In a similar vein, Defendants contend that there were adequate policies and/or practices in place which adequately informed the putative class members of their right to reimbursement.

44) Furthermore, Plaintiffs realize penalties are extremely discretionary, and are subject to immense reduction by the Court, based on various factors that are different with each court. It is additionally important to note that Defendants will claim penalties are derivative of the unpaid overtime claims, among others, as described above. Should Plaintiffs fail to prevail on his claims for damages, then the Class would not be entitled to penalties. This decreases the chances of ultimately obtaining an award of penalties, and factored into Plaintiff's analysis of weighing the risks and benefits of settlement at this juncture.

45) Defendants also have contended and continue to contend that any alleged wage statement violations, if any, were not the result of a "knowing and intentional failure" by Defendants to comply with *Cal. Lab. Code* § 226(a), as required by the statute to obtain penalties, and that the Class Members did not suffer injury for purposes of recovering alleged penalties as required under Cal. Lab. Code §226(e)(2)(B)(i) and (ii),

and thus the Class Members are precluded from recovering any such alleged penalties. Defendants also have contended and continue to contend that Plaintiff's claim of Defendants' alleged failure to timely pay final wages was derivative of the claims that are in dispute, such that there was not a willful showing that Defendants knew of their obligations and intentionally failed or refused to act. *Baker v. American Horticulture Supply, Inc.* (2010) 186 Cal.App.4th 1059, 1076. Defendants also have contended and continue to contend that waiting time penalties could not be recovered in connection with Plaintiff's claims for an alleged failure to pay meal period or rest break premiums, because those payments do not constitute a failure to pay wages as a matter of law.

46) The PAGA claims presented even greater hurdles. The Court would have discretion to reduce the PAGA award based on whether the amount of the award would be "unjust, arbitrary and oppressive, or confiscatory." *Cal. Lab. Code* § 2699(e)(2). In this case in particular, my office heavily discounted the PAGA claim based on the risk that Defendants would convince the Court to dramatically reduce the PAGA penalties because Defendants made efforts to comply with wage and hour laws through their employee handbook and there was no evidence that Defendants acted with reckless disregard regarding the alleged claims.

47) However, even if the Court did not reduce the award based on discretionary factors, Defendants could argue that the "subsequent violations" under PAGA only start to accrue after employers receive notice through a citation from the Labor Commissioner.

48) My office is unaware of any class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims like those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this action. I checked with each member of my firm as well as each member of my co-counsel Sirmabekian Law Firm to determine whether anyone was aware of any such similar actions, and nobody was aware of such.

49) My office almost exclusively prosecutes wage and hour actions (mostly class actions) on behalf of hard-working California employees. Though my office is yet to obtain any class certification orders due to my relative youth, my, either on its own or with co-counsel, have served or are

currently serving as Plaintiffs' counsel of record in over seventy different wage and hour class action cases. I have also tried three trials (one bench and two jury trials (none involving similar claims), and have extensive wage and hour experience in litigation, law and motion, discovery, deposition, summary judgment. Thus, my office has extensive experience in similar litigation.

50) My firm is actively involved in class action and complex litigation and has been for many years. I have been personally involved in all of the cases listed below. In connection with all of these cases, I have acted as lead attorney. The following list sets forth many of the class action cases which Srourian Law Firm, P.C. has handled:

a) McLemore v. Nautilus Hyosung America, Inc., United Stated District Court, Central District of California. Class action seeking minimum wage and overtime compensation for on-call time, break premiums, wage statement penalties, among other penalties, for engineers employed by defendant throughout the country. Case settled in 2018 for $3,000,000, with Final Approval granted and no objections filed.

b) Robert Bennet v. 48Forty Solutions LLC, Riverside Superior Court. Class action seeking minimum wage and overtime compensation for off-the-clock work, break premiums, wage statement penalties, among other penalties, for warehouse workers employed by defendant throughout the State of California. Case settled in 2023 for $1,950,000, with Preliminary Approval pending.

c) Guerrero v. Chefs' Toys, Orange County Superior Court. Class action seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for hotel staff employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2021 for $1,173,000.00 with Preliminary Approval pending.

d) Zamudio v. Letter Ride, San Diego Superior Court. Class action seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for delivery drivers employed by defendant in the State of California. Case settled in 2019 for $1,000,000.00 with Final Approval granted and no objections filed.

e) Jacob Blum v. Altura Credit Union, Riverside Superior Court. Class action seeking unpaid overtime compensation for off-the-clock work, break premiums, wage statement penalties, among other penalties, for bank workers employed by defendant in the State of California. Case settled in 2022 for $795,000.00 with Final Approval granted and no objections filed.

f) Manoukian v. John Bean Technologies, United Stated District Court, Central District of California. Class action seeking minimum wage and overtime compensation, break premiums, wage statement penalties, among other penalties, for non-exempt employees employed by defendant throughout the State of California. Plaintiffs' counsel. Case settled in 2018 for $987,500, with Final Approval granted and no objections filed.

g) Medlock v. MedMen Dispensary, Orange County Superior Court. Class action seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for hotel staff employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2020 for $975,000.00 with Final Approval granted and no objections filed.

h) Mayca v. DHL, Los Angeles County Superior Court. Class action seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for hotel staff employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2019 for $945,000.00 with Final Approval granted and no objections filed.

i) Sylvester v. Starwood, Los Angeles Superior Court. Class action seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for hotel staff employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2015 for $875,000, with Final Approval granted and no objections filed.

j) Clay v. Innovative Dining Group, Los Angeles Superior Court. Class action seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for front of house/back of house staff employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2016 for $325,000, with Final Approval granted and no objections filed.

k) Patterson v. LA Leasing, San Diego Superior Court. Class action seeking minimum wage and overtime compensation, break premiums, wage statement penalties, among other penalties, for employees employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2018 for $425,000, with Final Approval granted and no objections filed.

l) Sears v. AlliedBarton, San Bernardino Superior Court. Class action seeking reimbursement of necessary business expenditures, among other penalties, for employees employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2018 for $425,000, with Final Approval granted and no objections filed.

m) Prado v. Sand and Sea Inc., Los Angeles Superior Court. Plaintiffs' counsel in pending class action in seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for front of house/back of house staff employed by defendant in the State of California. Case settled in 2019 for $500,000.00 with Final Approval granted and no objections filed.

51) I checked with each member of my law firm, my co-counsel Sirmabekian Law Firm, and with class representatives Adrian Quiroz Guerrero, Anton Kassa, and Lucas Martin Ariel, and found that nobody had any connection to Inland Counties Legal Services, Inc.

I declare under penalty of perjury under the laws of the State of California that the foregoing declaration is true and correct. Executed September 14, 2023, at Los Angeles, CA.

By: ___________________________
DANIEL SROURIAN