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Superior Court of California,  
County of Monterey  
On 7/8/2025 8:45 AM  
By: Thuy Burshtein, Deputy

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF MONTEREY**

GLORIA RODRIGUEZ VINALAEY as an individual, and on behalf of all others similarly situated,

Plaintiff,

vs.

GHM MONTEREY, LLC, a California limited liability company; GREENWOOD HOSPITALITY GROUP, LLC, a Delaware limited liability company; GREENWOOD HOSPITALITY MANAGEMENT, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 24CV001165

*[Assigned for all purposes to the Hon. Thomas W. Wills.; Dept. 15]*

**DECLARATION OF DANIEL J. BROWN IN SUPPORT OF PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

Date: August 1, 2025  
Time: 8:30 a.m.  
Dept.: 15

Complaint Filed: March 21, 2024  
Trial Date: None Set

1 I, DANIEL J. BROWN, declare as follows:

2 1. I am the principal of the law firm of Stansbury Brown Law, PC and counsel for  
3 the named plaintiffs Gloria Rodriguez Vinalaey and Priscilla Zavala (collectively “Plaintiffs”)  
4 and the proposed Settlement Class in the above-captioned matter. I am a member in good  
5 standing of the bar of the State of California and am admitted to practice in this Court. I have  
6 personal knowledge of the facts stated in this declaration and could testify competently to them  
7 if called upon to do so.

8 2. I am a 2015 graduate of UCLA School of Law. I was admitted to the California  
9 State Bar in December 2015 after passing the bar exam on my first attempt. Since that time, I  
10 have practiced exclusively in the area of employment litigation. From December 2015 to June  
11 2017, I worked for the law firm Rastegar Law Group, APC, an employment litigation firm in  
12 Torrance, California. The vast majority of my work at Rastegar Law Group, APC, focused on  
13 representing employees in wage and hour class actions. I was also the lead attorney on individual  
14 claims for wrongful termination, harassment, discrimination, and retaliation. While non-  
15 exhaustive, the type of work I performed included: conducting client intakes, performing pre-  
16 filing research and analysis, drafting complaints, attending court hearings, corresponding with  
17 opposing counsel, drafting and responding to written discovery, preparing for and taking and  
18 defending depositions, analyzing payroll and timekeeping records and employee handbooks,  
19 drafting and opposing motions for remand, demurrers and motions to dismiss, motions to compel,  
20 drafting mediation briefs, attending mediations, drafting long-form settlement agreements,  
21 drafting motions for preliminary and final settlement approval, and overseeing the claims and/or  
22 opt-out processes.

23 3. In June 2017, I voluntarily resigned from the Rastegar Law Group, APC, in order  
24 to accept a position with the Haines Law Group, APC, an employment litigation firm specializing  
25 in employment class action litigation. During my employment at the Haines Law Group, APC, I  
26 played a significant role in the class actions that I was staffed on. In particular, I received a wide-  
27 array of wage and hour class action experience performing the following types of tasks: drafting  
28 oppositions to demurrers, motions to strike and/or dismiss; remanding actions back to state court

1 from federal court; drafting and responding to written discovery; drafting and opposing discovery  
2 related motions; arguing discovery related motions; interviewing putative class members and  
3 obtaining declarations in connection with class certification; drafting motions for class  
4 certification; conducting exposure analyses to assess the strengths and weaknesses of asserted  
5 claims, the likelihood of prevailing at class certification and potential damages resulting from  
6 such claims; drafting mediation briefs; serving as the primary contact for opposing counsel;  
7 deposing corporate witnesses and putative class members; and defending the depositions of  
8 named plaintiffs. In short, I played an integral role in all aspects of litigation from the inception  
9 of a matter through and beyond class certification.

10 4. In June 2019, I started my own law firm, Stansbury Brown Law, PC focusing  
11 almost exclusively on employment litigation. Currently, over 70 percent (70%) of my practice is  
12 dedicated exclusively to the prosecution of wage and hour class actions, and I am currently  
13 responsible for prosecuting over twenty (20) wage and hour class actions. The following is a non-  
14 exhaustive list of wage and hour class actions and PAGA only actions in which I have played a  
15 significant role in prosecuting the litigation, which have received final approval: *Spinks v. Suja*  
16 *Life, LLC.*, Case No. 37-2014-00036496-CU-OE-CTL, California Superior Court, County of San  
17 Diego, Judge Richard E.L. Strauss presiding (approved as class counsel in wage and hour class  
18 action on behalf of non-exempt employees of a juice manufacture involving claims for unpaid  
19 wages, meal and rest period violations, and other claims); *Galvan v. Amvac Chemical*  
20 *Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, County of  
21 Orange, Judge William D. Claster presiding (granted final approval of settlement on behalf of  
22 non-exempt employees of a chemical manufacturing company involving claims for unpaid  
23 overtime and waiting time penalties); *Blank v. Coty, Inc., et al.*, Case No. BC624850, California  
24 Superior Court, County of Los Angeles, Judge William F. Highberger presiding (granting final  
25 approval of a class of employees of a beauty products manufacturer involving claims for unpaid  
26 overtime, meal period violations, and wage statement violations); *Lira v. Discus Dental, LLC, et*  
27 *al.*, Case No. CIVDS1620402, California Superior Court, County of San Bernardino, Judge David  
28 Cohn presiding (approved as class counsel in a wage and hour class action on behalf of non-

1 exempt employees of a manufacturer of dental products involving claims for unpaid overtime,  
2 minimum wage violations, meal period violations, wage statement and waiting time penalties);  
3 *Nieto v. Emtek Products, Inc.* Case No. BC652704, California Superior Court, County of Los  
4 Angeles, Judge Shepard Wiley, Jr. presiding (approved as class counsel in a wage and hour class  
5 action on behalf of non-exempt employees of a manufacturer of door hardware involving claims  
6 for meal and rest period violations, and for waiting time, wage statement, and for penalties  
7 pursuant to the Private Attorneys General Act (“PAGA”)); *Frank Gonzalez III v. Prime*  
8 *Communications*, Case No. BC702262, California Superior Court, Judge Kenneth R. Freeman  
9 presiding (granting final approval to a wage and hour class action on behalf of non-exempt  
10 employees against a cell phone provider for meal and rest period violations, off-the-clock  
11 violations, and for derivative penalties); *Fierro v. Universal City Studios LLC*, Case No.  
12 BC642460, California Superior Court, County of Los Angeles, Judge Maren E. Nelson presiding  
13 (granting final approval of a wage and hour class action on behalf of current and former non-  
14 exempt employees against an amusement park involving claims for meal and rest period  
15 violations, failure to indemnify, failure to pay all minimum and overtime wages, and for waiting  
16 time, wage statement, and PAGA penalties); *Stephen et al. v. PSC Industrial Outsourcing, LP*,  
17 Case No. BC10752, California Superior Court, County of Los Angeles, Judge Shepard Wiley Jr.  
18 presiding (granting final approval in and wage and hour class action on behalf of current and  
19 former non-exempt employees of an industrial cleaning company for meal and rest period  
20 violations, unpaid wages, failure to reimburse business expenses, and waiting time, wage  
21 statement, and PAGA penalties); *Duran v. Prada USA Corp.*, Case No. BC644319, California  
22 Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (approved as class counsel  
23 in a wage and hour class action on behalf of current and former employees of a clothing store  
24 involving claims for unlawful claw back of earned commissions, meal and rest period violations,  
25 failure to reimburse necessary business expenses, and derivate claims for penalties); *Honorato*  
26 *Lopez v. Moon Valley Nursey, Inc.*, Case No. BC668161, California Superior Court, Los Angeles  
27 County, Judge John Shepard Wiley, Jr. (approved as class counsel in a wage and hour class action  
28 on behalf of current and former employees of a commercial nursery involving claims for failure

1 to pay for all hours worked, automatically deducting work time for meal periods regardless if  
2 taken, rest period violations, and derivate claims for penalties); *Alfaro v. Orange Automotive d/b/a*  
3 *Kia of Orange*, Case No, 30-2017-00945105-CU-OE-CXC, California Superior Court, County of  
4 Orange, Judge Randall J. Sherman presiding (approved as class counsel in a wage and hour class  
5 action on behalf of current and former employees of a car dealership involving claims for  
6 minimum wage violations, meal and rest period violations, failure to reimburse business  
7 expenses, wage statement violations, waiting time penalties, and PAGA penalties); *Lemus v.*  
8 *Promenade Imports, LLC*, California Superior Court, County of Orange, Judge William Claster  
9 presiding (granting final approval in a wage and hour class action on behalf of current and former  
10 non-exempt employees of a car dealership involving claims for minimum wage violations, meal  
11 and rest period violations, failure to reimburse business expenses, and claims for derivative  
12 penalties); *Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC,  
13 California Superior Court, County of Orange, Judge William Claster presiding (approved as class  
14 counsel in a wage and hour class action on behalf of current and former non-exempt employees  
15 of a high-end residential carpets and custom rugs company involving claims for meal and rest  
16 period violations, regular rate miscalculation, unlawful rounding policy, and claims for derivative  
17 penalties); *Perez v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California  
18 Superior Court, County of Riverside, Judge Craig G. Reimer presiding (granting final approval  
19 of a wage and hour class action on behalf of current and former non-exempt employees of a car  
20 dealership involving claims for minimum wage violations, failure to pay all overtime wages, meal  
21 period violations, rest period violations, wage statement violations, and civil penalties under the  
22 PAGA); *Gonzalez v. Lacey Milling Company*, Case No. 19C-0361, California Superior Court,  
23 County of Kings, Judge Kathy Cuiffini presiding (approved as class counsel in a wage and hour  
24 class action on behalf of current and former non-exempt employees of flour packing company  
25 involving claims for meal and rest period violations, unlawful rounding policy, and claims for  
26 derivate penalties); *Prelle v. The Ensign Group, Inc.*, 37-2019-00068105-CU-OE-CTL,  
27 California Superior Court, County of San Diego, Judge Richard S. Whitney presiding (granting  
28 PAGA approval on behalf of former non-exempt employees of a nursing facility involving claims

1 for meal and rest period violations, failure to reimburse, and derivative penalties); *Alvino v.*  
2 *Family Ranch, Inc., et al.*, Case No. 19CECG04356, California Superior Court, County of Fresno,  
3 Judge Kristi Culver Kapetan presiding (granting PAGA approval on behalf of former non-exempt  
4 employees of a farm labor contractor involving claims for meal and rest period violations, failure  
5 to reimburse, off the clock work, and derivative penalties); *Massey v. Louidar*, Case No.  
6 RIC1905130, California Superior Court, County of Riverside, Honorable Sunshine Sykes,  
7 presiding (approved as class counsel in a wage and hour class action on behalf of current and  
8 former non-exempt employees of a restaurant involving claims for minimum wage and overtime  
9 violations, meal and rest period violations, and claims for derivative penalties); *Jesse Alvarez v.*  
10 *Associa Developer Services, Inc., et al.*, Case No. RIC1905170, California Superior Court,  
11 County of Riverside, Honorable Sunshine S. Sykes presiding (approved as class counsel in a wage  
12 and hour class action on behalf of current and former non-exempt employees of a property  
13 management company involving claims off-the-clock work, unpaid overtime, on-duty meal and  
14 rest periods, and claims for derivative penalties); *Saul Tamayo Diaz v. Antonini Bros.*, Case No.  
15 STK-CV-UOE-2020-0000823, California Superior Court, County of San Joaquin, Honorable  
16 George J. Abdallah presiding (approved as class counsel in a wage and hour case on behalf of  
17 current and former non-exempt truck drivers for unpaid minimum wages, meal and rest period  
18 violations, and derivative wage statement, waiting time, and PAGA civil penalties); *Manuel*  
19 *Alberto Alvino v. Aguayo Contracting, Inc.*, Case No. VCU281300, Superior Court of California,  
20 County of Tulare, Honorable David C. Mathias, Dept. 01 (approved as class counsel in a wage  
21 and hour class action on behalf of current and former agricultural workers for unpaid wages, meal  
22 and rest period violations, and derivate penalties); *Nazario Martinez v. JNM Contracting, Inc., et*  
23 *al.*, Case No. VCU282822, Superior Court of California, County of Tulare, Honorable Nathan  
24 Ide presiding (approved as class counsel in a wage and hour class and representative action on  
25 behalf of current and former non-exempt agricultural workers for unpaid wages, meal and rest  
26 period violations, and derivate penalties); *Gabriel Valles v. Fresno Fab-Tech, Inc.*, Case No.  
27 19CECG04218, Superior Court of California, County of Fresno, Honorable D. Tyler Tharpe  
28 presiding (approved as class counsel in a wage and hour class action on behalf of metal fabricators

1 for unpaid wages, meal and rest period violations, and associated penalties); *Vazquez, et al. v.*  
2 *Kraft Heinz Foods Company*, Case No. 16-CV-02749-WGH (AGS), United States District Court,  
3 Southern District of California, Honorable William Q. Hayes presiding (certifying subclasses of  
4 employees for meal period violations, failure to pay for all hours worked, and a derivative waiting  
5 time class); *Maria Chavarin De Gamez v. California Fruit Basket, Inc., et al.*, Case No.  
6 20CECG02531., Honorable Jeffrey Y. Hamilton presiding (approved as class counsel at an hourly  
7 rate of \$609 in a wage and hour class action on behalf of food processors for unpaid wages, meal  
8 and rest period violations, and associated penalties).

9         5.         I was also named a Southern California Super Lawyers' Rising Star in the area of  
10 employment litigation three years in a row from 2019 to 2025 by Thomson Reuters. This is an  
11 honor awarded to no more than 2.5% of attorneys under the age of forty in Southern California. I  
12 was also recognized by TopVerdict for being part of a team that secured one of the top 50 labor  
13 and employment law settlements in California in 2019. I am also active in the California  
14 employment and consumer law community. I am a member of the Consumer Attorneys  
15 Association of Los Angeles ("CAALA") and the California Employment Lawyers Association  
16 ("CELA") for which I serve on the CELA Wage and Hour Committee. I also participate in the  
17 CELA mentor program to provide mentorship and guidance to young attorneys interested in  
18 employment law.

19         6.         As counsel for Plaintiffs and the proposed Settlement Class, I have been intimately  
20 involved in every aspect of this case from its inception through the present, and I believe that the  
21 proposed Settlement is a fair and reasonable result for the Settlement Class.

22         7.         Defendants GHM Monterey, LLC; Greenwood Hospitality Group, LLC; and  
23 Greenwood Hospitality Management, LLC are in the hospitality business. Owning and/or  
24 operating hotels in California. Plaintiff Vinalaey worked as a non-exempt housekeeper, cleaning  
25 and sanitizing the hotel rooms, carrying guests' suitcases to their rooms, and folding  
26 towels/blankets, amongst other general housekeeping duties. Plaintiff Zavala worked as a  
27 reservation agent taking guest reservations for Defendant's various hotels.

1           8.       Plaintiff Vinalaey filed a class action complaint (“Complaint”) against Defendants  
2 on March 21, 2024, in Monterey County Superior Court, Case No. 24CV001165, which alleged  
3 causes of action for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal  
4 period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time  
5 penalties; (7) unfair competition and (8) failure to reimburse necessary business expenses. In her  
6 First Amended Complaint (“FAC”) filed July 24, 2024 Plaintiff Vinalaey added a claim seeking  
7 civil penalties under the Private Attorneys General Act of 2004 (“PAGA”) pursuant to Labor  
8 Code Sections 2698 *et seq.*, based on claims asserted in the PAGA letter Plaintiff submitted to  
9 the LWDA on March 21, 2024, in Case No. LWDA-CM-1017847-24. In the operative Second  
10 Amended Complaint (“SAC”), filed on September 20, 2024, name Plaintiff Priscilla Zavala was  
11 added to this action. The SAC is the operative complaint for settlement purposes. The Complaint,  
12 FAC and SAC are referred to herein as the “Action.”

13           9.       After agreeing to participate in mediation, the Parties conducted significant  
14 investigation of the facts and law through informal discovery. Defendants informally produced  
15 full production of all pay periods from October 20, 2020 onwards. After the detailed review of  
16 the payroll and time records and other documents and policies produced by Defendants, Class  
17 Counsel drew on their extensive experience in similar cases to assess strengths and weaknesses  
18 of Plaintiffs’ case. Further, after Plaintiffs’ Counsel became aware of a *Pick-Up Stix* campaign,  
19 Plaintiffs propounded formal discovery regarding said campaign. This discovery allowed the  
20 Parties to assess the merits and value of Plaintiffs’ claims and Defendants’ defenses thereto, if a  
21 settlement could not be reached.

22           10.     On April 10, 2025, after extensive research and analysis, including Class  
23 Counsel’s detailed analysis of Defendants’ potential exposure with the help of their retained  
24 expert, the Parties privately mediated the Action with respected wage and hour class action  
25 mediator Todd Smith, Esq. When Class Counsel transmitted the time and pay data to their hired  
26 expert, Lawrence W. Beall, Esq., of AttorneyTalk Data Analysis, they requested that he confirm  
27 the date range of the data provided, and extrapolate: (i) the total number of non-exempt  
28 employees for the Class Period; (ii) the total number of workweeks worked by all non-exempt  
employees for the Class Period; (iii) the total number of non-exempt employees who separated

1 their employment between March 20, 2021 to May 10, 2025 (“Waiting Time Class”); (iv) the  
2 total number of pay periods worked from March 20, 2023 to May 10, 2025 (“PAGA/Wage  
3 Statement Period”); (v) the total number of unique employees during the PAGA/Wage Statement  
4 Period; (vi) the average regular rate of pay; (vii) the average shift length; and (viii) the total  
5 number of shifts worked during the Class Period, and PAGA/Wage Statement Period. Mr. Beall  
6 also estimated the amount of unpaid wages and penalties for which Defendants could potentially be  
7 found liable resulting from meal and rest period violations, failure to reimburse business expenses  
8 and derivative penalties.

9 11. During mediation, the Parties vigorously debated their opposing legal positions,  
10 the likelihood of certification of Plaintiffs’ claims, and the legal basis for the claims and defenses  
11 for the claims alleged by Plaintiffs. Following the mediation and mutual acceptance of Mr.  
12 Smith’s Mediator’s Proposal occurring on or about April 15, 2025, the Parties worked diligently  
13 to negotiate and memorialize the terms on the long form Settlement Agreement, which was  
14 signed by the Parties and is now presented to this Court for preliminary approval. A true and  
15 correct copy of the Settlement Agreement is attached hereto as **Exhibit A**.

16 12. Class Members can be identified via Defendants’ personnel and employment  
17 records. According to Defendants, the Class consists of approximately 553 current and former  
18 employees, including Plaintiffs. Also according to Defendants, together the Class Members  
19 worked approximately 34,417 Class Workweeks.

20 13. Plaintiffs’ claims are predicated on, among other issues, Defendants’ alleged  
21 failure to timely pay all wages owed for all hours worked, their meal and rest period  
22 policies/practices, and their failure to reimburse business expenses. The monetary terms of  
23 settlement are summarized below:

<b>Gross Settlement Amount (“GSA”):</b>	<b>\$1,000,000.00</b>
Minus Court-approved attorneys’ fees (33% of GSA):	\$330,000.00
Minus Court-approved, verified costs (up to):	\$25,000.00
Minus Court-approved Class Representative Service Incentive Awards:	\$20,000.00
Minus Settlement Administration costs:	\$9,990.00
Minus LWDA Payment:	\$75,000.00

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**Net Settlement Amount (“NSA”):** **\$540,010.00**

14. Although the Parties engaged in significant investigation of the facts and the law and informal discovery in advance of mediation, the Parties still had significant discovery to complete in formal litigation had the matter not settled. This would have required expenditure of substantial time and resources by all Parties that would have very likely spanned several years. Moreover, even if Plaintiffs Vinalaey and Zavala were able to certify the classes, the Parties would incur considerably more attorneys’ fees and costs through a possible decertification motion, trial, and possible appeal. This settlement avoids those risks and the accompanying expense. In addition, Defendants already entered into agreements with 252 Settlement Class Members, leaving approximately 301 Settlement Class Members who did not sign individual settlement agreements, and the expected recovery could thus have been significantly reduced, given the settlement amounts already entered into were for \$500 each.

15. Plaintiffs allege that during the relevant time period, Plaintiffs and other non-exempt employees were paid for their scheduled hours worked, as opposed to actual hours worked, and routinely performed uncompensated off-the-clock work. Plaintiffs further allege that Defendants frequently failed to pay all wages owed. Plaintiffs also claim that the consistent work hour fractions on their timesheets and the timesheets of other non-exempt employees will create a rebuttable presumption that they performed off-the-clock work. After Class Counsel’s investigation, Plaintiffs’ expert determined: Housekeeping employees were required to clean at least 16 rooms per shift as well as fold towels and help with luggage. If they did not finish all their duties by the designated end of their shift then they were made to clock out continue to work, resulting in of one hour of off-the-clock work per shift for housekeeping employees. Plaintiffs’ expert estimated 50% of the putative class were housekeepers and determined that these policies and procedures lead to 31,952.5 unpaid regular hours, 37,665.4 unpaid overtime hours, and 152.9 unpaid double time hours. In total, Plaintiffs’ expert determined that Defendants’ liability on these claims was \$458,264.40. In addition, Housekeeping employees routinely showed up to work and were provided less than half their regularly scheduled number

1 of work hours without receiving a reporting time premium payment in violation of the applicable  
2 wage orders

3 16. Defendants countered that throughout the Class Period, Defendants paid  
4 employees for all hours worked. Moreover, Defendants argue that by its very nature this claim is  
5 not suited for class treatment, as there are no records to indicate how often or how much off the  
6 clock work was performed thereby prohibiting class certification of this claim. Further, to the  
7 extent this time needed to be compensated, Defendants argue that Plaintiffs significantly  
8 overestimate the amount of time Class Members spent performing work off of the clock. In light  
9 of these defenses, Plaintiffs discounted the maximum amount for this claim by 80% for risk of  
10 non-certification, and an additional 60% for a risk of being unsuccessful on the merits, or having  
11 the maximum exposure reduced, to arrive at an estimated discounted exposure for off-the-clock  
12 work of approximately \$36,661.00.

13 17. During the Class Period, Plaintiffs allege that they and other Class Members were  
14 not always authorized to take compliant meal periods, and Defendants' records indicate that no  
15 premiums for missed meal periods were paid until 2023. Moreover, even when taking into  
16 account premium payments, the records show 42.6% of shifts have a unique uncompensated meal  
17 period violation. Plaintiffs' expert determined that there were 58,645 unique meal period  
18 violations \* \$19.58 average regular rate of pay = \$1,148,269.

19 18. However, Defendants maintain that they always provided legally required meal  
20 periods to Class Members and maintained and enforced lawful *verbal* meal period policies which  
21 provide for timely first and second meal periods. Defendants further argue that this claim would  
22 not be certified due to the lack of any common evidence tying together the reason that Class  
23 Members did not take a meal period. Defendants also argue that the presence of these affirmative  
24 defenses as to the voluntariness of a particular meal period decision would preclude class  
25 certification. Therefore, Plaintiffs discounted the maximum amount for this claim by 60% for  
26 risk of non-certification, and an additional 50% for a risk of being unsuccessful on the merits, or  
27 having the maximum exposure reduced, to arrive at an estimated discounted exposure for meal  
28 period violations of \$229,653.00.

1           19.     Plaintiffs and other non-exempt employees were not authorized to take all legally  
2 required rest periods, and indeed Defendants had no policy for employee rest breaks until 2024,  
3 and even then this did not apply to housekeeping employees. In addition, Defendants have never  
4 paid missed rest period premiums. Based on the information provided by Defendants, there  
5 were 138,096 shifts equal to or greater than 3.5 hours, entitling the employee to a rest period, all  
6 with non-compliant rest periods during the Class Period. Accordingly, Plaintiffs calculated  
7 Defendants' exposure for rest period violations as follows: Rest Period Violations: 138,096 rest  
8 period violations \* \$19.58 average regular rate of pay = \$2,703,919.

9           20.     However, Defendants contend that, despite Plaintiffs' arguments to the contrary,  
10 Defendants maintained legally-compliant *verbal* rest period policies and practices throughout the  
11 Class Period and Defendants authorized and permitted all rest periods to Class Members.  
12 Defendants further argue that Plaintiffs' rest period claim is inherently unsuited for class  
13 treatment as there are no records of whether or not rest periods were made available but not taken,  
14 therefore requiring an individualized inquiry into whether each Class Member failed to take rest  
15 periods on each shift, which would devolve into an unmanageable series of mini-trials. In light  
16 of these defenses, Plaintiffs discounted the maximum amount for this claim by 80% for risk of  
17 non-certification, and an additional 75% for a risk of being unsuccessful on the merits, or having  
18 the maximum exposure reduced, to arrive at an estimated discounted exposure for rest period  
19 violations of \$135,195.00

20           21.     Plaintiffs allege that during the relevant time period, Plaintiffs, and other non-  
21 exempt employees were not reimbursed for using their personal phones for business purposes.  
22 Housekeeping employees were required to use their phones to communicate with supervisors  
23 because their radios did not work. Office employees had to download the Paycom app for HR  
24 purposes. Plaintiffs conservatively estimate 33,417 pay periods \* \$50.00 of unreimbursed  
25 expenses per pay period = \$1,670,850.00.

26           22.     However, Defendants argue that Class Members were not required to use their  
27 personal phones for business purposes. Defendants also argue that this claim is not suitable for  
28 class treatment, as it would require individualized determinations as to whether each Class  
Member used his or her phone for business purposes, and if so, how much expense each Class

1 Member incurred. In light of these defenses, Plaintiffs discounted the maximum amount for this  
2 claim by 70% for risk of non-certification, and an additional 75% for a risk of being unsuccessful  
3 on the merits, or having the maximum exposure reduced, to arrive at an estimated discounted  
4 exposure for reimbursements of \$125,313.00.

5 23. With respect to wage statement violations, Plaintiffs contend that for each pay  
6 period in which there is a meal or rest period violation, or failure to properly pay all wages owed,  
7 Plaintiffs and other non-exempt employees would have received a non-compliant wage statement  
8 in violation of Labor Code Section 226. Defendants' records indicated that there were 341  
9 unique employees during the one-year liability window and 8,392 wage statements issued.  
10 Accordingly, Plaintiffs calculated Defendants' potential wage statement exposure as follows:  
11 Wage Statement Violations: [341 employees \* \$50 initial penalty] + [8,051 additional wage  
12 statements \* \$100 subsequent penalty] = \$822,150.

13 24. Based on Defendants' arguments that: (i) no violations occurred, (ii) any alleged  
14 violations were not "knowing and intentional" as required by Labor Code § 226(e) pursuant to  
15 *Naranjo v. Spectrum Security Services, Inc.*, No. S279397 (2024 WL1979980 (Cal. May 6,  
16 2024), (iii) no injury was suffered, and (iv) the decision in *Maldonado v. Epsilon Plastics, Inc.*  
17 (2018) 22 Cal.App.5th 1308, which holds that there is no wage statement violation when the  
18 wage statements accurately reflect the compensation received by an employee, and for the  
19 reasons for a discount described above, Plaintiffs discounted the maximum amount for this claim  
20 by 60% for risk of non-certification, and an additional 60% for a risk of being unsuccessful on  
21 the merits, or having the maximum exposure reduced, to arrive at an estimated discounted  
22 exposure for wage statement violations of \$131,544.00.

23 25. Plaintiffs allege that Defendants are also liable for waiting time penalties as a  
24 result of Defendants' failure to pay all wages and premiums owed. Based on the data produced  
25 by Defendants, there are approximately 379 putative class members who separated their  
26 employment with Defendants during the three-year liability window. Assuming an average  
27 waiting time penalty of \$4,699 ( $\$19.58 * 8 \text{ hours} * 30 \text{ days}$ ), Plaintiffs calculated Defendants'  
28 exposure as follows: Waiting Time Penalties: 379 waiting time class members \* \$4,699 waiting  
time penalty = \$1,780,921.

1           26.     To the extent that Plaintiffs’ waiting time penalty claims were derivative of their  
2 unpaid wage claims, Defendants argue that not all former employees (if any) did, in fact,  
3 experience underpayment of wages (and therefore Plaintiffs’ exposure was overstated).  
4 Defendants also contend that because they possessed good-faith defenses to the underlying  
5 claims, any failure to pay wages was not “willful” as a matter of law. As a result, for the reasons  
6 for a discount described above, Plaintiffs discounted the maximum amount for this claim by 40%  
7 for risk of non-certification, and an additional 50% for a risk of being unsuccessful on the merits,  
8 or having the maximum exposure reduced, to arrive at an estimated discounted exposure for  
9 waiting time penalties of \$534,276.00.

10           27.     Plaintiffs also seek civil penalties under the PAGA as a result of the foregoing  
11 alleged Labor Code violations. The specific statutory violations upon which Plaintiffs base the  
12 claim under PAGA are: (i) Labor Code sections 1182.12, 1194, 1194.2 and 1197 for failing to  
13 pay all minimum wages owed; (ii) Labor Code sections 226.7 and 512 for meal period violations;  
14 (iii) Labor Code sections 226.7 and 516 for rest period violations; (iv) Labor Code section 226  
15 for failing to provide accurate, itemized wage statements; (v) Labor Code sections 201 through  
16 203 for failing to pay all wages owed upon termination; (vi) Labor Code section 2802 for failing  
17 to reimburse employees for business expenses; and (vii) Labor Code sections 558 and 1174 for  
18 failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees. Based  
19 on the violations addressed above, Plaintiffs calculate Defendants’ exposure as follows based on  
20 8,392 PAGA Pay Periods: PAGA Penalties: 8,392 \* \$100 for initial violation = \$839,200.00.

21           28.     However, Defendants assert a number of credible defenses to Plaintiffs’ claims.  
22 First, these penalties derive from the underlying wage and hour violations discussed above, which  
23 Defendants vigorously dispute and their defenses to those alleged violations apply with equal  
24 force here. Defendants also maintain that given Defendants’ good faith defenses, this Court  
25 would exercise its discretion to substantially reduce any PAGA penalties if it were to find  
26 Defendants liable for any of Plaintiffs’ claims. Defendants further allege that none of the  
27 violations would be deemed knowing and intentional as there is no evidence to suggest  
28 Defendants intentionally violated the Labor Code and that Defendants’ policies and procedures  
demonstrate that it acted in good faith in regards to paying Aggrieved Employees all wages due.

1 Therefore, Plaintiffs discounted the maximum amount for this claim by 70% for risk of non-  
2 certification, and an additional 70% for a risk of being unsuccessful on the merits, or having the  
3 maximum exposure reduced, to arrive at an estimated discounted exposure for PAGA Penalties  
4 of \$75,528.00.

5 29. Using these estimated discounted figures for each of the claims described above,  
6 Plaintiffs predicted that the potential recovery for the Class after discounts would be  
7 approximately \$1,268,170.00. The proposed final settlement amount of \$1,000,000. Therefore  
8 represents approximately 78.8% of the reasonably forecasted discounted recovery for the Class.  
9 Preliminary approval is thus appropriate since the settlement will provide monetary relief to  
10 Participating Members, which is consistent with what Class Counsel believe could have been  
11 recovered had the case proceeded through trial.

12 30. My firm will apply for an attorneys' fees award of approximately thirty-three  
13 percent (33%) of the GSA, which is currently estimated to be \$330,000.00 and up to \$25,000.00  
14 in verified costs reimbursement. I believe that the requested fee is fair compensation for  
15 undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee  
16 basis.

17 31. My firm's efforts in this case include conducting pre-filing investigation, legal  
18 research and analysis regarding the merits of Plaintiffs' claims, Plaintiffs' ability to recover  
19 penalties under the PAGA, propounding formal discovery on April 26, 2024, as well as informal  
20 discovery pursuant to mediation, reviewing documents and data provided by Defendant prior to  
21 mediation, drafting and filing Plaintiff's original Complaint and LWDA notice letter, drafting  
22 and filing the FAC, drafting a mediation brief, preparing for and attending mediation, drafting  
23 the long-form Settlement Agreement and Notice documents, reviewing and analyzing discovery,  
24 preparing the motion for preliminary settlement approval and supporting declarations, and  
25 otherwise litigating the case. In December 2024, after engaging in a Belaire-West opt-out  
26 process, Settlement Class Member contact information was also disclosed to me. I submit that  
27 my firm's request for attorneys' fees is reasonable when viewed as an overall percentage of the  
28 settlement and work undertaken, the results obtained, and the efficiency with which the litigation  
has been conducted. My previous experience in litigating wage and hour class and representative

1 actions also supports the reasonableness of the fee request. I am well-versed in wage and hour  
2 class and representative action litigation. My experience in similar matters was integral in  
3 evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement.  
4 Because it is reasonable to compensate Class Counsel commensurate with their skill, reputation,  
5 and experience, the requested fee award of \$330,000.00 is fair, reasonable and adequate, and  
6 should therefore be approved. Should the Court grant preliminary approval, my firm will seek an  
7 award of attorneys' fees and verified litigation costs from the common fund when seeking final  
8 approval.

9 32. Moreover, as part of the motion for final approval, Plaintiffs will provide the Court  
10 with the information necessary for the Court to conduct a lodestar cross-check to further  
11 determine the reasonableness of the fees requested.

12 33. Since undertaking representation of Plaintiffs, Counsel has dedicated substantial  
13 resources to this litigation, including advancing all litigation costs. My firm has incurred  
14 \$20,440.09 in costs to date, without receiving any compensation to date. Attached as **Exhibit C**  
15 is a true and correct copy of the verified costs presently incurred ("costs summary"). As part of  
16 Plaintiffs' motion for final approval, Class Counsel will request only the reimbursement of costs  
17 reasonably incurred supported by declaration with an itemized cost sheet. The costs Plaintiffs  
18 seek are the types of costs routinely approved by courts.

19 34. Apex's Settlement Administration costs are a flat fee of \$9,990.00 based on  
20 approximately 553 Class Members. This request is reasonable in light of the number of Class  
21 Members and the costs and expenses associated with administering the notices and distributing  
22 the awards. Many courts have appointed Apex to administer many other complex class and  
23 PAGA settlements, and its bid to administer the settlement in this case was in line with other bids  
24 received by my office in other class action settlements.

25 35. Plaintiffs will separately apply for a Class Representative Service Incentive  
26 Awards at the time of seeking final approval of the proposed class action settlement in the amount  
27 of \$10,000 each for their service to the Settlement Class. As will be fully briefed at the time of  
28 final approval, Plaintiffs' requested Service Incentive Awards are intended to recognize the time  
and effort Plaintiffs expended on behalf of the Settlement Class, including providing information

1 regarding how wages were determined and the meal and rest period policies, providing  
2 substantial factual information, insight and documents to my firm, attending multiple telephonic  
3 meetings with my firm to discuss the claims and theories at issue in the litigation, actively  
4 participating in the prosecution of his claims, as well as the significant risks Plaintiffs undertook  
5 by agreeing to serve as the named plaintiffs in this case. Moreover, they provided wage  
6 statements and other documents prior to filing the lawsuit, which allowed my firm to determine  
7 liability early on in this litigation which helped this case settle at a relatively early posture.

8 36. Further, Plaintiff Zavala was employed by Defendants at the time she signed on  
9 as a name Plaintiff. As such, the risks she faced bringing forth this lawsuit to vindicate the rights  
10 of other non-exempt employees were especially prevalent.

11 37. On July 3, 2025, my office uploaded the proposed settlement to the LWDA's  
12 website on behalf of Plaintiffs. As of the date of this filing, the LWDA has not provided notice  
13 that it intends to object to the settlement. Attached as **Exhibit D**, is a true and correct copy of the  
14 confirmation of the upload of the proposed settlement to the LWDA's website on July 3,  
15 2025("LWDA Proposed Settlement Confirmation").

16 38. The content of the proposed Class Notice satisfies California Rule of Court  
17 3.766(d) because it advises class members of the nature of the claims, basic contentions and  
18 denials of the Parties and the key terms of the settlement, the 60-day deadline to opt-out or object  
19 to the settlement and the procedures by which to do so, explains the recovery formula and  
20 expected recovery amount for each Class Member, and advises them that they will be bound by  
21 the terms of the settlement if they do not opt-out. The proposed Class Notice will also notify  
22 Class Members of the final approval hearing date and provides contact information for Class  
23 Counsel, and advises Class Members that they may enter an appearance through counsel if they  
24 wish to. Attached as **Exhibit B** is a true and correct copy of the Notice of Pendency of Class and  
25 PAGA Representative Action and Proposed Settlement ("Class Notice").

26 39. My firm entered into a fee sharing agreement in this case with Protection Law  
27 Group, LLP who referred this case to Stansbury Brown Law, PC. Under the terms of the  
28 agreement, Stansbury Brown Law, PC will receive 75% of any attorneys' fee award and  
Protection Law Group, LLP will receive 25% of any attorneys' fee award. This fee sharing

1 agreement was expressly agreed to in writing by Plaintiff Vinalaey on February 28, 2024  
2 pursuant to California Rule of Professional Conduct Rule 1.5.1 and 2-200(A).

3 I declare under penalty of perjury under the laws of the State of California and the United  
4 States that the foregoing is true and correct. Executed on July 7, 2025, at Venice, California.

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Daniel J. Brown

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