

F
9:59 AM

FILED
Superior Court of California
County of Los Angeles

AUG 03 2016



Sherri R. Carter, Executive Officer/Clerk
By Robin Sanchez, Deputy

1 SROURIAN LAW FIRM
DANIEL Z. SROURIAN, ESQ. (SBN: 278532)
2 3440 Wilshire Blvd., Suite 915
Los Angeles, CA 90010
3 Telephone: (310) 601-3131
daniel@slfla.com

4 SOLOUKI & SAVOY, LLP
SHOHAM J. SOLOUKI, ESQ. (SBN: 278538)
5 316 W. 2nd Street, Suite 1200
Los Angeles, CA 90012
6 Tel: (213) 814-4940
Fax: (213) 814-2550
7 Shoham@SoloukiSavoy.com

8 THE SWEENEY LAW FIRM, APC
BRANDON J. SWEENEY, ESQ. (SBN: 278538)
9 15233 Ventura Blvd. Suite 542
Sherman Oaks, CA 91403
10 Telephone: (323) 486-2508
bsweeney@thesweeneylawfirm.com

11 Attorneys for Plaintiffs
12 JOSEPH SYLVESTER and ANTHONY WIKTOR,
13 on behalf of themselves and other similarly situated.

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

17 JOSEPH SYLVESTER; ANTHONY WIKTOR;
18 EARL MINOR; EDNA MARTINEZ, on behalf
of themselves and others similarly situated,

19 Plaintiffs,

20 vs.

21 STARWOOD HOTELS AND RESORTS
22 MANAGEMENT COMPANY, INC.;
23 STARWOOD HOTELS AND RESORTS
WORLDWIDE, INC.; SHERATON
24 OPERATING CORPORATION; HEI/GC
HOLLYWOOD AND VINE SIGNAGE, A
25 Limited Liability Corporation; and DOES 1 TO
26 100, Inclusive,
Defendants.

Case No.: BC536399
BC536890
BC537737

[Assigned to Hon. William F. Highberger]

**DECLARATION OF ANTHONY
WIKTOR IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: August 3, 2016
Hearing Time: 10:00 a.m.
Dept.: 322

91078020

DECLARATION OF ANTHONY WIKTOR

I, ANTHONY WIKTOR, declare and state as follows:

1. I submit this Declaration in support of Plaintiffs' Motion For Final Approval of Class Action Settlement.

2. I am over the age of eighteen and currently a resident of Los Angeles, California.

3. The below is based upon my personal knowledge, and if called as a witness, could and would competently testify regarding the statements in this Declaration.

4. Defendants hired me as a Welcome Ambassador (i.e. bellman) at Defendants' W Hotel Hollywood ("Hotel") in approximately December 2009. My position's job duties included greeting guests upon their arrival at the Hotel, and assisting with the carrying and delivering of their personal belongings to their hotel room.

5. Since the very beginning of my job at the Hotel, I experienced regular and consistent California Labor Code violations, including the Hotel's failure to provide a meal break, the Hotel's failure to provide a rest break, and the Hotel's failure to pay for work performed off-the-clock despite the Hotel forcing me to go off-the-clock, among other violations. After spending a significant amount of time learning about California labor laws over the course of this litigation, I can confidently say that labor law violations were present since the very beginning of my employment at the Hotel. Not only can I speak to these violations as they pertain to my employment, but I can speak on behalf of so many of my colleagues who experienced the same violations as I did. I was there, for example, when my colleagues were absolutely slammed with customers and were not even afforded a chance to get a sip of water, much less a meal or rest break. I saw it with my own eyes, and until today, it irks me to think about the poor working conditions my colleagues and I were subject to over our years working at the Hotel.

6. These poor working conditions eventually led to a movement to organize and unionize the Hotel. I was there upon the arrival of the union to help the union organize,

91079999

1 including picketing at the Hotel property, as well as the Andaz Hotel, and having multiple
2 conversations with both union representatives and my colleagues about union efforts.

3 7. During the union efforts to organize, I also met with union representatives to
4 discuss filing a complaint with the California Department of Labor for back wages. I spent
5 time in preparing and filing a complaint for back wages with the California Department of
6 Labor for back wages.

7 8. Finally, on Saturday, February 8, 2014, I decided to contact an attorney to
8 address the complaints of my colleagues and myself. I contacted Srourian Law Firm.

9 9. On Tuesday, February 11, 2014, along with my co-worker Joseph Sylvester, I
10 met with attorney Daniel Srourian at the office of his colleague, Shoham Solouki, of Solouki
11 Savoy LLP. Also present was Brandon Sweeney of The Sweeney Law Firm. This meeting
12 lasted about an hour and a half. All three firms -- Srourian Law Firm, Solouki Savoy LLP, and
13 The Sweeney Law Firm-- agreed to represent Mr. Sylvester and me in filing a complaint in Los
14 Angeles Superior Court. The attorneys further explained that the three firms had agreed to a
15 fee split among themselves, and to that effect, had me sign a "Fee Split Disclosure and
16 Consent" form that laid out the fee split among the law firms. *See Exhibit A.*

17 10. It is my understanding that a few days after this meeting, my attorneys filed the
18 complaint against Defendants in the instant lawsuit (the "Complaint"), bringing a class action
19 against the Hotel on behalf of all aggrieved workers who experienced violations of the
20 California Labor Code.

21 11. Following the filing of the Complaint in the instant lawsuit, I discovered that
22 another lawsuit was filed against the Hotel by a fellow Hotel employee by the name of Earl
23 Minor. Mr. Minor was being represented by Brandon Sweeney, one of my attorneys. I found
24 it odd that one of my own attorneys, Mr. Sweeney, filed a brand new class action for the same
25 complaints against the same exact Hotel only a few days after filing a Complaint on behalf of
26 myself and Joseph Sylvester for those same complaints. I had to spend further time speaking
27 with Mr. Srourian about the effect of this new lawsuit on our complaint, especially since Mr.

28

1 Sweeney never disclosed to me that he planned on filing a separate lawsuit with Earl Minor.

2 12. After the Complaint was filed, I first started to take the time to explain to
3 colleagues other than Joseph Sylvester about how we had filed a class action lawsuit against
4 Defendants. I barely understood what was transpiring at the time, but I wanted to at least
5 communicate the basics to my colleagues: that a complaint was filed, who the lawyers were,
6 where the courthouse was, and generally what to expect next. I spent at least ten hours of my
7 time at this stage speaking to my colleagues Matt Biedel, Simon Hunt, Eddie Jimenez, George
8 Tamariz, Jairon Monroy, Vince Robbins, Shannon Corchran, Matt Kaufman, Nick Robbins,
9 Fatima Murrieta, Manny Ramirez, and others, about the lawsuit we had filed.

10 13. For the most part, I was not really able to answer all specific questions that
11 people had, so I provided my lawyers' information to people who had further questions.
12 However, my intention was to stay as updated as possible with my lawyers, and provide my
13 colleagues all the updates I possibly can while the lawsuit continued.

14 14. From there, I spent time going through all my personal belongings and
15 computer files to gather any all documents that I thought my lawyers would need to build a
16 strong case.

17 15. The first motion filed for this case was when the Hotel tried to compel its
18 employees, including me, to arbitration. I spent time keeping up with the developments of the
19 motion, and met with my lawyer Mr. Srourian on at least two different occasions to discuss the
20 facts. As I would get information about the case, I would communicate to my colleagues as
21 much as I could about what was happening. I helped Mr. Srourian draft a declaration that he
22 needed to support our position for this hearing, and signed the declaration.

23 16. We lost the motion and were compelled to arbitrate our claims. I spent time
24 with Mr. Srourian to understand what that meant and what to expect next. I found it curious
25 that Earl Minor, Mr. Sweeney's other client, had a different result than I did in this hearing.
26 He was not compelled to arbitration. I found that odd since both Earl Minor and myself were
27 being compelled to arbitration under the same exact arbitration clause. I spent time speaking

28

1 with Mr. Srourian trying to understand why there were two different results when the
2 arbitration clauses identical and it was the same attorney, Mr. Sweeney, on both cases.

3 17. I then spent time communicating the results of the hearing to my colleagues,
4 and also learning about the appeals process, which we were considering pursuing at that point.

5 18. No discovery was ever done in this case. I am not sure what Mr. Minor refers
6 to in Paragraph 10 (Line 19 of Page 4) of his declaration in support of the instant motion when
7 he helped “[respond] to written discovery”, or what he means when he states in the same
8 Paragraph (Line 22-23 of Page 4) that he held a meeting with his counsel to “prepare for and
9 discuss Defendants’ information requests in response to written discovery.” I also do not know
10 what Mr. Minor is referring to when he states in Paragraph 11 of this declaration that he
11 obtained declarations from current and former employees that were instrumental in opposing
12 and winning the motion to compel arbitration, since I did not see any declaration from anybody
13 besides himself in that motion.

14 19. Soon after the arbitration hearing, a mediation was scheduled. I spent time
15 learning about the mediation process and meeting with Mr. Srourian to go over the process. I
16 spent time communicating with my colleagues as much as I could about the mediation process.
17 I met with Mr. Srourian at least three different times to discuss the mediation.

18 20. On October 29, 2014, I attended the all-day mediation in the city of Glendale
19 along with Joseph Sylvester. The mediation was a very unique experience, and it required me
20 to elaborate, on several occasions, about the Hotel’s violations to a room full of attorneys.

21 21. The mediation was not successful that day. We left without a deal. I spent time
22 communicating with my colleagues about what had transpired at the mediation. I spent time
23 with Mr. Srourian going over what to expect next and how to properly prepare going forward.

24 22. Several months later, around August of 2015, settlement became more
25 attainable. I had several discussions with Mr. Srourian regarding the status of settlement, and
26 after being apprised of all the factors, agreed to settle the case globally for the whole class for
27 \$850,000.00. Thereafter, I spent time communicating the basic terms of the settlement to as

28

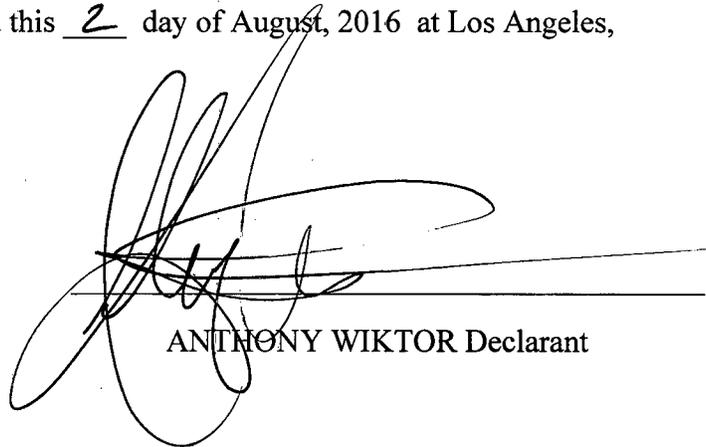
1 many colleagues as I could.

2 23. I plan on spending time away from work attending the hearing on Final
3 Approval on August 3, 2016.

4 24. I understand that my counsel has requested that I be awarded an enhancement of
5 \$10,000 for my work as a class representative in this matter. I respectfully believe that this
6 amount is fair and reasonable for the time I expended and the risk I took on, especially
7 considering my name was on the very first lawsuit in this matter.

8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct. Executed this 2 day of August, 2016 at Los Angeles,
10 California.

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



ANTHONY WIKTOR Declarant

91079980

EXHIBIT A

03082016

FEE SPLIT DISCLOSURE AND CONSENT

1. Daniel Srourian, Esq. of the Srourian Law Firm ("SLP") was retained on February 11, 2014 by ANTHONY WIKTOR, (the "Client") to represent him concerning the employment and wage and hour violations at the W Hotel (the "Matter").

2. The representation is under the terms of a written fee and representation agreement that provides, among other things, the fee for the legal services provided.

3. SLP Law desires to work on this matter with attorneys Shoham J. Solouki, Esq. of Solouki & Savoy, LLP and Brandon Sweeney of The Sweeney Law Firm, APC to assist in the representation of Client on the same terms and conditions of the written fee agreement.

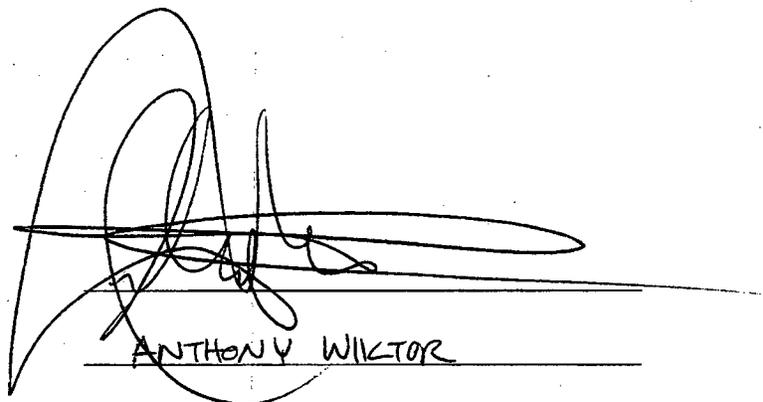
4. For the services provided by attorney Shoham J. Solouki, Esq. of Solouki & Savoy, LLP, he will be entitled to thirty percent (30%) of any and all fees for legal services recovered under the fee agreement.

5. For the services provided by attorney Brandon Sweeney of The Sweeney Law Firm, APC, he will be entitled to thirty percent (30%) of any and all fees for legal services recovered under the fee agreement.

6. The association of attorneys Shoham J. Solouki, Esq. of Solouki & Savoy, LLP and Brandon Sweeney of The Sweeney Firm, APC with SLP will not be the cause of any increase in fees.

I understand that the attorney compensation in my case will be split between SLP, Shoham J. Solouki, Esq. of Solouki & Savoy, LLP, and Brandon Sweeney of The Sweeney Firm, APC. Further, I understand that they will assist SLP in my representation, and that they will collectively be entitled to sixty percent (60%) of all fees for legal services recovered under the fee. I consent to this arrangement of association and fee splitting.

DATED: 2/11/14


ANTHONY WIKTOR

ACKNOWLEDGED AND AGREED

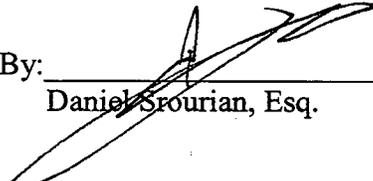
DATED:

SOLOUKI & SAVOY, LLP

By: 
Shoham J. Solouki, Esq.

DATED:

SROURIAN LAW FIRM

By: 
Daniel Srourian, Esq.

DATED:

THE SWEENEY LAW FIRM, APC

By: _____
Brandon Sweeney, Esq.

91079990