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Attorneys for Plaintiff MANUEL VILLA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF FRESNO**

MANUEL VILLA, an individual(s), on behalf  
of himself and on behalf of all persons similarly  
situated,

Plaintiff,

v.

TRILLIUM PUMPS USA, INC., a Delaware  
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No.: 22CECG01104

**DECLARATION OF MANUEL VILLA IN  
SUPPORT OF MOTION FOR FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT**

Hearing Date: April 11, 2024  
Hearing Time: 3:30 p.m.

Judge: Hon. Jonathan M. Skiles  
Dept: 403

1 I, MANUEL VILLA, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class  
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion  
4 for Final Approval of Class Action and PAGA Settlement and in support of Motion for Class Counsel  
5 Fees and Expenses Payment and Class Representative Service Payments. I have personal knowledge of  
6 all the facts stated herein. I could and would competently testify under oath to these facts in court if  
7 requested to do so.

8 2. I retained Class Counsel in September of 2021 and filed the lawsuit in April of 2022. I  
9 filed the case on behalf of myself and a class of all of Defendant's current and former non-exempt  
10 employees, employed within the State of California at any time during the period from April 11, 2018  
11 through and including December 2, 2022.

12 3. I worked for Defendant Trillium Pumps USA, Inc. ("Defendant") as a non-exempt  
13 employee, paid on an hourly basis, and entitled to legally mandated meal and rest periods, minimum  
14 wages, and overtime compensation from November of 2020 until August of 2021.

15 4. I filed the case because I believed my rights as an employee were violated by Defendant  
16 and also the rights of other employees that worked for Defendant. Among other claims, I believe  
17 Defendant failed to pay for all time worked, failed to provide compliant meal and rest periods, failed to  
18 reimburse for mandatory business expenses, failed to furnish accurate itemized wage statements, and  
19 failed to pay all wages upon separation.

20 5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with  
21 my attorneys. We discussed my work experience and how company policies were applied to me and  
22 other employees. I provided the attorneys with documents they requested. We reviewed the documents  
23 together and asked and answered many questions regarding my experience working for Defendant, the  
24 litigation process, and about class actions generally.

25 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit  
26 and as proposed a Class Representative. I understood that pursuing this action as a class action rather  
27 than merely seeking my individual claims substantially increased the risk to me. Those risks included  
28 the possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action if

1 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by  
2 the attorneys and the Court because I needed to prove that I was an adequate class representative.  
3 Further, I understood that I would lose some autonomy over my individual claims that I could not make  
4 decisions for my sole benefit and that I needed to make every litigation decision with the best interests  
5 of the Settlement Class in mind.

6 7. I also understood that pursuing this litigation created a very public record of my grievances  
7 with Defendant which produced the risk that a future employer could hold it against me that I sued a  
8 former employer.

9 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on  
10 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to  
11 receive from this settlement. My attorneys explained to me that the net settlement value of my individual  
12 claims may be greater than my ultimate recovery from the net class settlement amount.

13 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because  
14 I believed violations occurred and most employees would not know what their rights are and even if  
15 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

16 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status  
17 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,  
18 because I wanted to keep up with developments in the case which I understood was one of my duties as  
19 a class representative.

20 11. **Review and Approval of Settlement:** A mediation was held on November 2, 2022. Even  
21 though I could not attend, I was available by telephone to speak with my attorneys and did speak with  
22 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke  
23 with my attorneys after the mediation and discussed the mediator's proposal which was ultimately  
24 accepted. I was very satisfied with the terms of the settlement that was agreed to by the parties. I  
25 reviewed and signed the Memorandum of Understanding on November 2, 2022, and when the settlement  
26 papers were ready, I again spoke with my attorneys and reviewed the settlement agreement which I  
27 signed on February 16, 2023.

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1           12.     **Broad General Release:** I understand that the Class Representative Service Award is  
2 intended, in part, to compensate me for my release of the Released Class Claims. Additionally, unlike  
3 the other Class Members, I also granted Defendant a broad general release and waiver of claims pursuant  
4 to California Civil Code section 1542 and released Defendant from all claims whether known or  
5 unknown, under federal law or state law. Plaintiff's Release does not extend to any claims or actions to  
6 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,  
7 social security benefits, or workers' compensation benefits that arose at any time, or based on  
8 occurrences after the end of the Class Period.

9           13.     **Participation:** Since I retained Class Counsel approximately thirty-one months ago, I  
10 have been actively involved with this class action lawsuit performing the duties described above. While  
11 I did not keep formal time records, I was in regular contact with my attorneys, attended hearings,  
12 reviewed important court filings, and spent considerable time on the issues presented during the  
13 litigation and in the settlement process. I estimate that I spent approximately 20-25 hours working on  
14 this case.

15           14.     Also, my attorneys explained to me that the settlement process involved a two-step review  
16 by the Court to determine whether the settlement was fair before ordering that the settlement be funded  
17 and paid. I knew this process also involved notifying all class members of the settlement terms and of  
18 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the  
19 settlement.

20           15.     Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who  
21 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe  
22 that the requested Class Representative Service Payment in the amount of \$10,000 from the settlement  
23 is fair compensation for the (1) the broad general release I executed, (2) the work I performed, (3) the  
24 sacrifices made not pursuing this case individually, and (4) the risks I undertook.

25           16.     In light of all the time and effort I have spent on this case, the sacrifice I have made, the  
26 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendant's  
27 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request  
28 for \$10,000 as a service award is fair and reasonable.

17. Further, I support my attorneys' application for a Class Counsel Fees and Expenses Payment in the amount of \$227,666.67, comprised of \$216,666.67 for attorneys' fees (one-third of the Gross Settlement Amount) and up to \$11,000 for reimbursement of actually incurred litigation expenses.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 03/11/2024, at Fresno, California.

By:   
Manuel Villa (Mar 11, 2024 20:37 PDT)

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MANUEL VILLA