

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

DANTE HENDERSON, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

BIZON GROUP, INC. a California
corporation; and DOES 1 through 50,
Inclusive;

Defendants.

Case No. HG21115170

**DECLARATION OF DANTE HENDERSON
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: June 11, 2024

Time: 1:30 p.m.

Reservation ID: 827832649998

Judge: Hon. Noel Wise

Dept.: 21

1 I, DANTE HENDERSON, 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 Plaintiff's Motion for
5 attorneys' fees, costs, and service awards. I have personal knowledge of all the facts stated herein. I
6 could and would competently testify under oath to these facts in court if requested to do so.

7 2. I retained Class Counsel in February 2021 and filed the lawsuit in October 2021. I filed
8 the case on behalf of myself and a class of all persons currently or formerly employed by Defendant,
9 either directly or through any subsidiary, staffing agency or professional employer organization, as non-
10 exempt, hourly-paid employees, at any time during the Class Period in the State of California from
11 October 7, 2017, through October 7, 2023.

12 3. I was employed by Defendant from August 2020 to approximately February 12, 2021, as
13 a non-exempt employee. During my employment, I was denied legally compliant meal and rest periods,
14 minimum wages and overtime compensation. Throughout my employment, I was subject to Defendant's
15 written policies and procedures.

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

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

26 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
27 and as proposed a Class Representative. I understood that pursuing this action as a class action rather
28 than merely seeking my individual claims substantially increased the risk to me. Those risks included

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

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

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

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

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

21 11. **Review and Approval of Settlement:** A mediation was held on June 5, 2023. Even
22 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
23 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke
24 with my attorneys after the mediation and discussed the mediator's proposal which was ultimately
25 accepted. I was very satisfied with the terms of the settlement that was agreed to by the parties. I
26 reviewed and signed the Memorandum of Understanding on June 22, 2023, and when the settlement
27 papers were ready, I again spoke with my attorneys and reviewed the settlement agreement which I
28 signed on January 22, 2024.

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

9 13. **Participation:** Since I retained Class Counsel approximately thirty-eight (38) months ago,
10 I have been actively involved with this class action lawsuit performing the duties described above.
11 While 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 hours working on this
14 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 Service Award in the amount of \$10,000 from the settlement is fair compensation for
23 the (1) the broad general release I executed, (2) the work I performed, (3) the sacrifices made not
24 pursuing this case individually, and (4) the risks I undertook. Further, my estimated Individual
25 Settlement Payment is approximately \$368.45, which is less than the average Individual Settlement
26 Payment of approximately \$643.54 and significantly less than the highest Individual Settlement Payment
27 of approximately \$4,486.86. Notably, none of the other Class Members, including those receiving a
28

larger Individual Settlement Payment, have executed a broad general release in exchange for their Individual Settlement Payments.

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

17. Further, I support my attorneys' application for a Class Counsel Award in the amount of \$153,333.33, comprised of \$128,333.33 for attorneys' fees (one-third of the Gross Settlement Amount) and up to \$25,000 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 05/15/2024, at Concord, California.

By: 

Dante Henderson (May 15, 2024 89:42 PDT)

DANTE HENDERSON