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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

EDUARDO YBARRA, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

HELZBERG'S DIAMOND SHOPS, LLC, a
Missouri Limited Liability Company; and
DOES 1-50, Inclusive;

Defendants.

Case No. 21CV003531

**DECLARATION OF EDUARDO YBARRA
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: August 15, 2023

Time: 3:00 p.m.

Judge: Hon. Brad Seligman

Dept.: 23

1 I, EDUARDO YBARRA, 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 August of 2021 and filed the lawsuit in December of 2021. I
8 filed the case on behalf of myself and a class of all persons who are or previously were employed by
9 Defendant in California and classified as non-exempt employees from December 3, 2017, to June 19,
10 2022.

11 3. I work for Defendant as a non-exempt employee, paid on an hourly basis, eligible to earn
12 certain non-discretionary compensation, and entitled to legally mandated meal and rest periods,
13 minimum wages, and overtime compensation, in Los Angeles County, from October of 2020 to July of
14 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, including, time spent waiting for and undergoing mandatory
18 loss prevention security checks, failed to provide compliant meal and rest periods, failed to pay overtime,
19 meal premiums, and sick pay, at the correct regular rate of pay, failed to furnish accurate itemized wage
20 statements, failed to pay all wages when due and failed to reimburse employees for mandatory business
21 expenses.

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

27 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
28 and as proposed a Class Representative. I understood that pursuing this action as a class action rather

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

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

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

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

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

22 11. **Review and Approval of Settlement:** A mediation was held on April 19, 2022. Even
23 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
24 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke
25 with my attorneys after the mediation and discussed the mediator's proposal which was ultimately
26 accepted. I was very satisfied with the terms of the settlement that was agreed to by the parties. I
27 reviewed and signed the Memorandum of Understanding on April 21, 2022, and when the settlement
28 papers were ready, I again spoke with my attorneys and reviewed the settlement agreement which I

signed on July 19, 2022. After signing the settlement agreement, the parties subsequently negotiated an amendment to the settlement agreement, which I signed on October 24, 2022.

12. **Participation:** Since I retained Class Counsel approximately twenty months ago, I have been actively involved with this class action lawsuit performing the duties described above. While I did not keep formal time records, I was in regular contact with my attorneys, attended hearings, reviewed important court filings, and spent considerable time on the issues presented during the litigation and in the settlement process. I estimate that I spent approximately 15 hours working on this case.

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

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

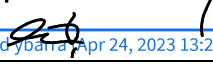
15. In light of all the time and effort I have spent on this case, the sacrifice I have made, the risks I undertook by suing a former employer, the exposure to being responsible for paying Defendant's costs in the event we did not win the case, and in light of the size of the settlement, I believe the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

16. Further, I support my attorneys' application for a Class Counsel Award in the amount of \$245,000.00, comprised of \$220,000.00 for attorneys' fees (one-third of the Gross Settlement Amount) and up to \$25,000 for reimbursement of actually incurred litigation expenses.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed on Apr 24, 2023, at Sacramento, California.

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4 By: 
5 ed ybarra Apr 24, 2023 13:24 PDT
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EDUARDO YBARRA