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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

BRITTANI POWELL, MELANIE
MCCONNAUGHY, and ROSCOE SIMPSON
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

CORE COMMUNITY ORGANIZED RELIEF
EFFORT, a California Nonprofit Corporation
and DOES 1 through 50, Inclusive;
Defendants.

Case No.: CGC-21-596527

**DECLARATION OF MELANIE
MCCONNAUGHY IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: March 6, 2024

Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer, Jr.

Dept.: 302

1 I, MELANIE MCCONNAUGHY, 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 Attorneys' Fees
5 and Costs and Enhancement Payments. I have personal knowledge of all the facts stated herein. I could
6 and would competently testify under oath to these facts in court if requested to do so.

7 2. I retained Class Counsel in July of 2022 and was granted leave for purposes of being
8 named as an additional plaintiff on June 15, 2023. I joined the case on behalf of myself and a class of
9 all persons who worked for Defendant as non-exempt employees in California at any time during the
10 Class Period [November 8, 2017 to January 10, 2023].

11 3. I work for Defendant as a non-exempt employee, paid on an hourly basis, and entitled to
12 legally mandated meal and rest periods, minimum wages, and overtime compensation, in California,
13 from April of 2020 to January of 2021.

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

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

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

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

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

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

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

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

19 11. **Review and Approval of Settlement:** A mediation was held on October 11, 2022. Even
20 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
21 them regarding the mediation before it took place. I also spoke with my attorneys after the mediation
22 and discussed the mediator's proposal which was ultimately accepted. I was very satisfied with the
23 terms of the settlement that was agreed to by the parties. I reviewed and signed the Memorandum of
24 Understanding on April 18, 2023, and when the settlement papers were ready, I again spoke with my
25 attorneys and reviewed the settlement agreement which I signed on July 13, 2023.

26 12. **Broad General Release:** I understand that the Enhancement Payment is intended, in part,
27 to compensate me for my release of the Released Class Claims. Additionally, unlike the other Class
28 Members, I also granted Defendant a broad general release and waiver of claims pursuant to California

1 Civil Code section 1542 and released Defendant from all claims whether known or unknown, under
2 federal law or state law. Plaintiff's Release does not extend to any claims or actions to enforce this
3 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
4 security benefits, or workers' compensation benefits that arose at any time, or based on occurrences after
5 the end of the Class Period.

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

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

16 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
17 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
18 that the requested Enhancement Payment in the amount of \$12,500 to each Plaintiff from the settlement
19 is fair compensation for the (1) the broad general release I executed, (2) the work I performed, (3) the
20 sacrifices made not pursuing this case individually, and (4) the risks I undertook.

21 16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
22 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendant's
23 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
24 for \$12,500 to each Plaintiff as a service award is fair and reasonable.

25 17. Further, I support my attorneys' application for a Class Counsel Fees and Expenses
26 Payment in the amount of \$701,666.66, comprised of \$676,666.66 for attorneys' fees (one-third of the
27 Total Settlement Amount) and up to \$25,000 for reimbursement of actually incurred litigation expenses.
28

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 02/05/2024 , at Burbank , California.

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4 By: Melanie McConnaughy
5 Melanie McConnaughy (Feb 5, 2024 15:47 PST)
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MELANIE MCCONNAUGHY