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Attorneys for Plaintiff LUBEN ROMANOV, on behalf of himself and all others similarly situated

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

LUBEN ROMANOV, on behalf of himself and all others similarly situated,

Plaintiff,

v.

AMAZON.COM SERVICES, LLC a Delaware limited liability company; and DOES 1 through 20, inclusive, Defendants.

Case No. 2:20-cv-02692 SB (KSx)

CLASS ACTION

DECLARATION OF LUBEN ROMANOV IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: October 1, 2021

Time: 8:30 a.m.

Ctrm.: 6C

1 I, LUBEN ROMANOV, declare as follows:

2 1. I am a person over the age of eighteen years of age, and competent to
3 complete this declaration. All facts stated in this declaration are based on my own
4 personal knowledge, observations and experiences in relation to the claims made
5 in the above-entitled matter. If called to testify, I would and could testify to each
6 of the following facts under oath and in open court. I submit this declaration in
7 support of the Motion for Preliminary Approval of Class Action Settlement
8 brought by Plaintiff.

9 2. I am the named Plaintiff and proposed Class Representative in this
10 case. I retained The Carter Law Firm and The Phelps Law Group and later
11 consented to the association of the law firm of Cohelan Khoury & Singer, to
12 pursue this case as a proposed wage and hour class action. The case challenges
13 Amazon's policies and practices that resulted in the denial of meal and rest breaks
14 (and non-payment of premiums for missed breaks), as well as non-payment for
15 wages for time worked, and related wage and hour issues, for a proposed class of
16 hourly package delivery drivers. With the assistance of counsel, I filed this
17 putative class action on January 23, 2020 in Los Angeles County Superior Court.
18 Amazon removed the lawsuit to this Court on March 23, 2020. We then filed a
19 First Amended Complaint on July 28, 2020. The lawsuit seeks recovery for failure
20 to pay regular and minimum wages; failure to pay overtime premium wages;
21 failure to pay meal and rest period premiums; failure to reimburse business
22 expenses; failure to provide accurate wage statements; failure to pay all wages
23 owed at separation; violations of the Private Attorney Generals Act of 2004
24 ("PAGA"); and unfair competition.

25 3. I am not related to any attorney working on the case, I am not aware
26 of any interests I have that are averse to the interests of the proposed class
27 members, and I do not have any conflicts that would keep me from adequately
28 representing the class. I have been and remain committed to prosecuting this case

1 vigorously on behalf of the class. I decided to become a representative and named
2 plaintiff in this case, and I agreed to do so, in order to represent the other
3 employees who were affected by Amazon's illegal practices and experienced
4 similar violations as me.

5 4. When I decided to become involved in this lawsuit as a class
6 representative for those who had been employed by Amazon, I understood that I
7 was not only seeking compensation for myself, but also for all other proposed
8 class members who worked for Amazon, and that by doing so, I would be
9 delaying immediate redress available to me through the Labor Commissioner's
10 office. I agreed to do this for the many past and present class members who were
11 not aware of their rights, or were afraid to complain, to management or corporate
12 for fear of the risk of losing their jobs. I understood that there were risks involved
13 in class action lawsuits. I understood that the lawsuit could continue for well over
14 a year, which it has, and require my services and attention for its entire length. I
15 was made aware that as a class representative, I was taking the risk of being
16 responsible for some or all Amazon's legal costs in the case if we lost.

17 5. I formerly worked for Amazon as a package delivery (truck) driver. I
18 was classified as a full-time, hourly, non-exempt employee. I became employed in
19 this capacity by Amazon in May 2019 and ended my employment in August 2019.

20 6. Amazon maintained policies, applicable to me and the other drivers
21 who are proposed class members, that support the violations in the complaint.
22 Specifically, this case focused on the fact that as package delivery drivers, we
23 were too busy and subjected to a package load that was far too great to take meal
24 and rest breaks (Amazon could track almost all of our movements electronically
25 and the data shows that breaks could not be taken), as well as the fact that we were
26 not reimbursed by Amazon for use of our personal cell phones for work related
27 purposes and that we missed payment for overtime because of off the clock work.
28 We could also never receive off-duty rest breaks because Amazon was able to

1 reach us at all times on our employer issued electronic devices or via our personal
2 cell phones – so we were really on call at all times.

3 7. I have contributed to and participated in the prosecution of this
4 lawsuit on behalf of myself and a class of similarly situated non-exempt
5 employees (package delivery drivers). I have taken my duties as class
6 representative very seriously. I stayed in touch with my attorneys by phone and
7 email on a regular basis, and was fully aware of all significant developments in
8 the case. I spent significant time devoted to this case, which included such tasks
9 as: (1) engaging in research about claims that could be asserted; (2) searching for
10 attorneys to review my claims; (2) having conferences with my chosen attorneys
11 about the case; (3) locating and organizing documents for the case, including
12 preparing a witness list with my attorneys for initial disclosures and requesting
13 documents and records from Amazon; (4) composing and reading numerous email
14 exchanges; (5) reviewing paperwork sent to me by my attorneys and having to
15 work on responding to discovery questions sent to be by Amazon; (6) preparing
16 with my attorneys for mediation; and (7) serving as a liason between my attorneys
17 and my former co-workers. I believe that my contributions and sacrifices were
18 vital to the prosecution, and ultimately the resolution, of this matter.

19 8. In addition, I believe that my choice to represent other employees
20 who experienced similar problems may cost me the loss of job opportunities in the
21 future, despite my considerable industry experience. While my choice to represent
22 the class to recover what we are entitled to should not have adverse consequences
23 for my career, the reality is that it can. People in the industry may see this lawsuit
24 as a sign that I am not reliable or not a “team player”, because I sued my former
25 employer for not getting the breaks we were entitled to.

26 9. After the notices describing the settlement are mailed to the class
27 members, I am prepared to stay in contact with my attorneys to get updates and
28 plan to speak with former co-workers who know me, or those who reach out to

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1 ask questions about the case, and what to do about keeping their current addresses
2 on file with the administrator. I anticipate that my involvement in the case will
3 remain substantial, and consume many hours of my time.

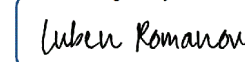
4 10. Based on my review of the settlement terms, conversations with my
5 attorneys, knowledge about the law that I have gained since filing this case, and
6 my understanding of Amazon's operations, I believe the settlement in the case is
7 fair and adequate and in the best interest of the employees covered by it.

8 11. I understand that I may be entitled to a payment for my role as a class
9 representative and my work related to the case. I further understand that this
10 additional payment is not guaranteed and is subject to Court approval. My opinion
11 about the fairness and adequacy of the settlement in the case is not based on this
12 potential payment.

13 12. For all of the reasons described above, I believe I am entitled to an
14 individual service payment of \$10,000 in this case. This amount is fair and
15 justified based on the work I performed, and for the risks taken to pay for
16 Amazon's fees and costs if we had lost this case. I was never promised any
17 amount and I understand the Court has the discretion to award the amount
18 requested, less, or nothing at all.

19
20 I declare under penalty of perjury under the laws of the State of California
21 and the United States that the foregoing is true and correct and that this
22 declaration is executed on August 9, 2021 at ^{3:21PM} Oak Park, California.

23 DocuSigned by:

24 

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26 LUBEN ROMANOV