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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10
11 LESLIE SENOREN, an individual, on behalf of)
herself and on behalf of all persons similarly)
12 situated,

13 Plaintiff,

14 v.

15 AIR CANADA CORPORATION, a Corporation;
and DOES 1 through 50, inclusive,

16 Defendants.

Case No. **20STCV13942**

17 } **DECLARATION OF LESLIE**
18 } **SENOREN IN SUPPORT OF MOTION**
19 } **FOR FINAL APPROVAL OF CLASS**
20 } **ACTION SETTLEMENT**

Judge: Hon. Amy D. Hogue
Dept.: SS-07

Hearing Date: January 6, 2022
Hearing Time: 11:00 a.m.

Complaint Filed: April 9, 2020
Trial date: None Set

1 I, Leslie Senoren, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Final Approval of
4 the Class Action Settlement and in support of my application for a Class Representative Service
5 Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I worked for Defendant Air Canada Corporation ("Air Canada") in California as a
10 Customer Service Agent from April of 2019 to October of 2019 and I was classified by Air
11 Canada as a non-exempt employee during that time period.
12

13 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik DeBlouw LLP, who are
14 experienced in both class action litigation and claims against employers for violations of the
15 California Labor Code. I have no personal relationship or family ties to my attorneys or any
16 officer of the Court. I am not involved in any litigation against another member of the class in
17 this case and my attorneys are not working on my behalf in another capacity other than
18 representing me in this lawsuit.

19 5. I decided to file this class action lawsuit for the benefit of myself and other current
20 and former non-exempt employees who worked for Air Canada and be a class representative
21 because I felt that my legal rights as an employee and others like me were violated. For example,
22 Air Canada regularly violated my meal break rights because my meal breaks were often late or
23 missed entirely. I also did not receive meal break premium payments when meal break violations
24 occurred. When I did take my meal breaks and/or rest breaks they were often interrupted by
25 work-related issues. I should have received uninterrupted and duty free meal and rest periods but
26

1 often this did not occur. Working during a meal or rest period also meant that I did not receive
2 wages for the time I spent attending to work issues during my breaks. In addition, my pay checks
3 were provided to me late on a regular basis because I was paid by Air Canada more than seven
4 days after the pay period ended. During my work hours I also needed to use my personal cell
5 phone to communicate with my supervisors and co-workers in order to verify if passengers made
6 it onto the plane because two-way radios were insufficient. Air Canada did not reimburse me for
7 the cost associated with using my personal cell phone for work-related issues.
8

9 6. This class action case was filed on April 9, 2020. Before the complaint was filed I
10 spoke to my attorneys several times and discussed how Air Canada implemented its company
11 policies and procedures. I also assisted my attorneys in their investigation into my claims by
12 providing them documents and answering their questions. I reviewed the complaint before it
13 was filed and after it was filed I was given access to an electronic file sharing program that
14 alerted me via email when important documents were filed so that I could review them and keep
15 up with the developments in the case which I understood was one of my duties as a class
16 representative. I would also call my attorneys from time to time if I had any questions about the
17 case. My attorneys were regularly available when I contacted them.
18

19 7. Even though this action is in the process of settling, I was and remain prepared to
20 perform all the duties of a class representative. I understand that as a class representative I have
21 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent non-
22 exempt employees who worked for Air Canada during the class period. I have understood that
23 as a fiduciary, I have a duty to prosecute this action for the benefit of the members of the class
24 and surrender any right to compromise the group action for an individual gain.
25

26 8. I understood that being a plaintiff/class representative in this case meant that I
27

1 was seeking damages not only for myself but also other current and/or former non-exempt
2 employees working for Air Canada in California. I felt that this group of current and former
3 employees were not aware of their labor law rights and even if they were they would probably be
4 apprehensive about speaking up or even simply because of the time, effort and risk involved in
5 filing a class action lawsuit.

6
7 9. I understood that being a part of this lawsuit involved risks. For example, my
8 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
9 pay for all or part of the attorney fees and costs paid by Air Canada to defend this lawsuit. Also,
10 I knew there was a risk that future employers, if they ever found out about this lawsuit, could
11 hold it against me or downgrade me as a potential hire. As the only named Plaintiff in this case
12 it would not be difficult for a future employer to figure out I sued a former employer for labor
13 law violations. Ultimately I decided these risks were worth it and decided to fight for my rights
14 and the rights of others regardless of the risks, time and effort I spent on this case.

15
16 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
17 kept up to date on important developments by reviewing court filings that were made available to
18 me electronically as I described above.

19
20 11. A mediation took place on February 18, 2021 with Mark Rudy, an experienced
21 mediator of wage and hour class actions. Following the all-day mediation session, the parties
22 agreed to settle the action. I spoke with my attorneys regarding the terms of the settlement which
23 was reached between the parties and understood that I was representing absent class members
24 and therefore wanted the best possible result to be obtained for the class and I believe a very
25 positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of
26 Understanding on March 4, 2021 and when the final settlement papers were ready, I again spoke

1 with my attorneys to review the Settlement Agreement which I signed on April 22, 2021.

2 12. I have been actively involved with this class action lawsuit performing the duties
3 described above. Although I did not keep time records, I was in regular contact with my
4 attorneys, reviewed important court filings and spent a significant amount of time on the issues
5 presented during the lawsuit and in the settlement process. I estimate that I spent approximately
6 50-60 hours working on this case. My understanding is that future tasks may require additional
7 hours of my time. I believe I have been diligent and have done what is expected of a named
8 plaintiff and proposed class representative to date, and will continue to do so. I have and always
9 will maintain the best interest of the class.
10

11 13. My attorneys explained to me that the settlement process involves a two-step
12 review by the Court to determine whether the settlement is fair before approving the settlement.
13 I know this process also involves notifying all class members of the settlement terms and of their
14 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
15 settlement.
16

17 14. I believe I did the right thing by filing this case on behalf of the class who are in
18 line to receive monetary payments as a result of this case and settlement. I also believe that the
19 requested Class Representative Service Payment of \$10,000 from the settlement is fair
20 compensation for the work I performed and the risks I undertook.
21

22 15. As part of the settlement it was necessary for me to sign a general release of all
23 claims I may have against the Air Canada. I believe the Class Representative Service Payment I
24 have requested provides me with some compensation for this agreed release.

25 16. I have not entered into any undisclosed agreements nor have I received any
26

undisclosed compensation in this case. The only compensation I will receive is whatever amount the Court awards as a service payment, as well as my share as a class member of the settlement fund.

17. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying Air Canada's costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release, and in light of the size of the settlement, I believe the request for \$10,000 as a Class Representative service payment is fair and reasonable.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on Jul 16, 2021, at Denver, Colorado.
(city, state)

Leslie Senoren

Leslie Senoren (Jul 16, 2021 12:57 MDT)

Leslie Senoren