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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

NORMAN RESPASS, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

THE SCION GROUP LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2020-00285285

**DECLARATION OF NORMAN RESPASS IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: August 11, 2023
Time: 9:00 a.m.

Judge: Hon. Lauri A. Damrell
Dept.: 28

1 I, NORMAN RESPASS, declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am the named Plaintiff in the above
4 wage and hour class action filed against THE SCION GROUP LLC (hereinafter "Defendant").

5 2. This declaration is being submitted in support of Plaintiff's motion for Final Approval of
6 Class Action and PAGA Settlement.

7 3. I retained Class Counsel in October 2019 and filed the lawsuit in September 2020. I
8 filed the case on behalf of myself and a class which includes the following sub-classes:

9 (a) All individuals who are previously were employed by Defendant in California and
10 classified as non-exempt employees at any time beginning September 23, 2016 and ending February 28,
11 2022 (the "Wage and Hour Class" or "Wage and Hour Class Member(s)").

12 (b) All employees or prospective employees of Defendant in California who executed
13 Defendant's standard background check disclosure and authorization form at any time beginning
14 September 23, 2018 and ending on February 28, 2022 (the "FCRA/ICRAA Class" or "FCRA/ICRAA
15 Class Member(s)").

16 (c) All persons in California who executed Defendant's standard background check
17 disclosure and authorization form in connection with prospective employment at any time beginning
18 September 23, 2018 and ending on February 28, 2022 (the "CCRAA Class" or "CCRAA Class
19 Member(s)").

20 4. I worked for Defendant as a non-exempt employee in Sacramento County from February
21 2019 to October 2019.

22 5. I filed the case because I believed my rights as an employee and the rights of other
23 employees that worked for Defendant were violated by Defendant. Among other claims, I believe failed
24 to pay for all time worked, failed to provide compliant meal and rest periods, failed to include bonuses
25 in the regular rate of pay, failed to furnish accurate itemized wage statements, failed to pay all wages
26 when due, failed to reimburse employees for mandatory business expenses, and violated the Fair Credit
27

1 Reporting Act (“FCRA”), the Investigative Consumer Reporting Agencies Act (“ICRAA”), and the
2 Consumer Credit Reporting Agencies Act (“CCRAA”).

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

8 7. During these conversations, I learned about my responsibilities as the plaintiff in the
9 lawsuit and as the proposed Class Representative. I understood that pursuing this action as a class
10 action rather than merely seeking my individual claims substantially increased the risk to me. Those
11 risks included the possibility of being held liable for Defendant’s attorneys’ fees and costs in a complex
12 class action if I lost the case. I also understood that as the Class Representative, I would be under
13 increased scrutiny by the attorneys and the Court because I needed to prove that I was an adequate class
14 representative. Further, I understood that I would lose some autonomy over my individual claims that
15 I could not make decisions for my sole benefit and that I needed to make every litigation decision with
16 the best interests of the Settlement Class in mind.

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

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

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

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

12. **Review and Approval of Settlement:** A mediation was held on June 22, 2021. Even though I could not attend, I was available by telephone to speak with my attorneys and did speak with them regarding the mediation before it took place, as well as during the mediation itself. I also spoke with my attorneys after the mediation and discussed the proposed settlement. I was very satisfied with the terms of the settlement that was agreed to by the parties. When the settlement papers were ready, I again spoke with my attorneys and reviewed the settlement agreement which I signed on August 5, 2022.

13. **Participation:** Since I retained Class Counsel nearly four years 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, 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 20 to 30 hours working on this case.

14. 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.

15. 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 incentive payment in the amount of \$5,000 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.

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 \$5,000 as an incentive payment is fair and reasonable.

17. Further, I support my attorneys' application for Class Counsel Attorneys' Fees in the amount of up to \$108,333.33, plus Class Counsel Litigation Costs of up to \$25,000 for reimbursement of actually incurred litigation expenses.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed Jun 14, 2023, at 4.30.am, California

By:  Norman Respass (Jun 14, 2023 04:42 PDT)
NORMAN RESPASS