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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 AMANDA GONZALEZ and
11 AUDRIANA GONZALEZ on behalf
12 of themselves, all others similarly
13 situated and on behalf of the general
14 public,

14 Plaintiffs,

15 v.

16 BURLINGTON COAT FACTORY
17 WAREHOUSE CORPORATION
18 and DOES 1-100,

19 Defendants.

CASE NO. 5:18-cv-00666-JGB-SP

Honorable Jesus G. Bernal

**DECLARATION OF AUDRIANA
GONZALEZ IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: March 1, 2021
Time: 9:00 a.m.
Courtroom: 1

Filed: February 27, 2018
FAC Filed: October 31, 2018
Trial Date: None

1 I, AUDRIANA GONZALEZ, declare as follows:

- 2 1. I have personal knowledge of all matters stated herein, and if called as a witness,
3 I could and would competently testify thereto, except as to those matters stated
4 upon information and belief, and as to those matters, I believe them to be true.
- 5 2. I am a named Plaintiff/Class Representative in the above-captioned lawsuit, and
6 I submit this declaration in support of Plaintiffs' Motion for Final Approval of
7 Class Action Settlement.
- 8 3. I worked as a former non-exempt, non-union, hourly employee provided as a
9 temporary worker by Lyneer Staffing Solutions at Defendant Burlington Coat
10 Factory Warehouse Corporation's ("Burlington" or "Defendant") distribution
11 centers located in California during the relevant time period.
- 12 4. I spoke with other class members from Burlington's distribution centers who
13 are also aware of this case, and they feel the same way that I did. Based on this,
14 I believe that my experiences were not unique to me and were shared by other
15 people working at Burlington in California. I felt that I was not getting my
16 breaks and meal periods, and I was not paid for all the time that I worked such
17 as the time I spent going through security screenings at Burlington.
- 18 5. I had many discussions with my attorneys before becoming a class
19 representative. We spoke about my work at Burlington and my understanding
20 of how I and other workers were paid, about Burlington's security process and
21 the work that others and I would perform that I did not think we got paid for. It
22 was and is my belief that others working at Burlington had to work under the
23 same policies and practices that I did. I also had many discussions with my
24 attorneys about breaks and lunches and things I felt I could and could not do
25 when I worked at Burlington.
- 26 6. After talking with my attorneys about my experience working at Burlington and
27 my understanding of how I and other workers were paid and the type of work
28 we would do, I agreed to be a named representative for this case. My attorneys

1 explained to me what my rights were under the law and the options of pursuing
2 my claims administratively, individually, or as a representative of similar
3 current and former employees. My attorneys also made clear what class actions
4 are and I understood that, if this case was filed as a class action, I would not only
5 be seeking relief for myself, but I would also be representing the interests of
6 other similar persons employed at Burlington in California.

7 7. I understood that filing the case as a class action may subject me to the stigma
8 that is sometimes associated with those who bring these types of lawsuits. I
9 understood that my own claim for damages would be delayed by proceeding in
10 an action on behalf of the State of California and all other people in my position.
11 Even with this in mind, I agreed to file the case as a class action, with me as a
12 class representative.

13 8. I agreed to be a named representative in this case and have been acting as a
14 named representative since this case was initiated. My attorneys explained to
15 me the very serious obligations of a named representative. My attorneys told me
16 that I must always put the interests of the other employees ahead of my own. I
17 have been more than happy to do this, and I believe I have consistently done this
18 since the case began.

19 9. I understood there were other risks involved in bringing this kind of lawsuit. I
20 was aware that being a plaintiff in a representative action could subject me to
21 the stigma that is sometimes associated with those who bring these kinds of
22 lawsuits and that being a named plaintiff in a representative action could harm
23 my future employment opportunities or blacklist me from future employment. I
24 was still willing to be a plaintiff and pursue the case on behalf of all the other
25 employees because I felt Burlington did not do the right thing with its
26 employment practices and policies. I understood that this case could be very
27 costly for Burlington. I understood that, if I brought an action as a named
28 representative, I could be responsible for some or all of Burlington's legal costs

1 if the case was not successful. I was not fearful to take a stand against what I
2 thought was right, but I was worried about the negative outcomes that could
3 happen from my decision to be a named representative.

4 10. During my many discussions with my attorneys, I learned that a large amount
5 of work was required of me and I was willing to engage in this work. I was
6 aware that, at some point in this case, I would be required to have my deposition
7 taken in person. My attorneys explained to me that my deposition may take
8 weeks of in-person interviews, preparation, and testimony. I was ready and
9 willing to sit for my deposition.

10 11. I frequently spoke with my attorneys for case related purposes, such as to discuss
11 and explain Burlington's control over my day to day, security screening, how
12 workers receive pay, meal periods, breaks, and my overall workday. I also
13 looked through documents and records to find documents that would assist my
14 attorneys in pursuing the case. I helped my attorneys in developing a list of
15 information that we needed to get from Burlington for the case.

16 12. I spoke with my attorneys to discuss the strengths and weaknesses of the case
17 and assisted them in evaluating the potential damages and answered their
18 questions regarding the documents provided by Burlington, Burlington's time
19 sheets, pay records, and policies.

20 13. I have and will continue to adequately represent all of the interests of the class,
21 which consists of all current and/or former non-exempt, non-union, hourly
22 employees provided as temporary workers by Lyneer Staffing Solutions who
23 worked one or more shifts in a workweek at Burlington's distribution centers
24 located in California at any time between February 27, 2014 and August 21,
25 2020.

26 14. I will and have treated the interests of the class above my own interests. My
27 claims are typical of these workers, because I am similarly situated to all non-
28 exempt, non-union, hourly employees provided as temporary workers by Lyneer

Staffing Solutions who worked one or more shifts in a workweek at Burlington's distribution centers located in California during the class period. My interests are the same as all members of this class.

15. I was active in and have helped in the ongoing settlement negotiations. My attorneys have been continually communicating and explaining the whole negotiation process. Having been fully informed and advised by my attorneys as to the strengths and risks associated with further litigation, as well as Burlington's potential exposure, I gave my approval and consent to settle with Burlington for the gross settlement amount of \$3,000,000. I think this is fair and reasonable.

16. After the case settled, my attorneys provided me with a copy of the settlement agreement. I fully and carefully reviewed the settlement agreement and before I signed it, I spoke to my attorneys and asked them questions about the agreement. I then signed the agreement.

17. I also understand that as a class representative, as part of the settlement agreement, I am agreeing to a general release of all claims against Burlington.

18. I have kept in constant contact with my attorneys throughout this litigation and settlement and will continue to do so. I have kept answering questions posed to me from other class members and will continue to do so. Although I have not kept track of the time I have spent assisting with this case, I believe I spent approximately 22 hours on different tasks throughout the case. I am committed to remaining available and assisting in any remaining work that needs to be done to take this case through to its end.

19. From the very start of this case, I have understood that I was participating in this case, not only for my own benefit, but for the many class members. I understood that there were risks involved in pursuing this case as a class action. I understood that the lawsuit could continue for several years and require my services and attention the entire length of the lawsuit. In light of these risks and duties

1 associated with being a class representative of this case, I believe the \$7,500
2 class representative service award is reasonable.

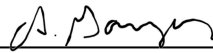
3 20. I understand the additional service payment is not guaranteed and is subject to
4 the Court's approval. My opinion about the fairness and adequacy of the
5 settlement in the case is not based on this potential payment.

6 21. I believe that I have done the right thing in pursuing this case. And, I do believe
7 that I have paid a price for the greater good of other employees, who will now
8 obtain relief through the terms of the proposed settlement.

9 22. I recognize that any resolution of this lawsuit must be finally approved by the
10 Court and that the Court will make the final determination of whether the
11 settlement is fair and reasonable. I understand that I am obligated to protect the
12 interests of the class members for the duration of this lawsuit and will do so.

13 I declare under penalty of perjury under the laws of the United States of America
14 that the foregoing is true and correct.

15
16 Dated: January 29, 2021



Audriana Gonzalez