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

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

16 Plaintiffs,

17 v.

18 BURLINGTON COAT FACTORY
19 WAREHOUSE CORPORATION
20 and DOES 1-100,

21 Defendants.

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

Honorable Jesus G. Bernal

**DECLARATION OF AMANDA
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, AMANDA 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. Before agreeing to be a Class Representative, I had many discussions with my
13 attorneys about my experience working for Burlington and my understanding of
14 how I and other workers were paid and the type of work we would do that I did
15 not think we were being paid for. It was and is my belief that other workers were
16 subject to the same policies and practices as I was. I also had many discussions
17 with my attorneys about breaks and lunches and things I felt I could and could
18 not do when I worked at Burlington.
- 19 5. In short, I felt that I was not getting my rest breaks and meal periods when I
20 worked at Burlington and that I was not being paid for all my hours worked.
21 Based on my communications with other employees and my experiences
22 working at Burlington, I believed that my experiences were not unique to me
23 and were shared by other similar persons working at Burlington in California.
- 24 6. My attorneys explained to me what my rights and remedies were under the law
25 and my options for pursuing my claims administratively, individually, or as a
26 representative of a class of similar employees. My attorneys also explained to
27 me what class actions are and I understood that, if this case was filed as a class
28 action, I would not only be seeking relief for myself, but I would also be

1 representing the interests of other similar persons employed at Burlington in
2 California.

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

9 8. I also understood that there were other risks involved in bringing this kind of
10 lawsuit, especially when it could prove so costly to Burlington. I was aware that
11 I might be responsible for some or all of Burlington's legal costs in this matter
12 if the case was not successfully concluded. I was also aware that being a
13 representative in this case could very well end up compromising my future
14 employment opportunities or serve to "blacklist" me from similar employment.
15 Even with that knowledge, I was willing to go forward and represent similar
16 workers, because I felt Burlington was wrong in its employment practices and
17 policies. I was not afraid to stand up for what I believed was right, but I was
18 nervous about the negative consequences that could have resulted from my
19 decision to be a representative.

20 9. During my many discussions with my attorneys, I learned that a large amount
21 of work was required of me and I was willing to engage in this work. I was
22 aware that, at some point in this case, I would be required to have my deposition
23 taken in person. My attorneys explained to me that my deposition may take
24 weeks of in-person interviews, preparation, and testimony. I was ready and
25 willing to sit for my deposition when the need arose.

26 10. On many occasions, I spoke with my attorneys for case related purposes, such
27 as to discuss and explain Burlington's pay system, my typical workday, lunches,
28 and breaks. I also assisted my attorneys in investigating the case and helped

1 them to create a list of information that we needed to get from Burlington for
2 the case. I also searched through my belongings to find documents that would
3 assist my attorneys in pursuing the case.

4 11. I spoke with my attorneys to discuss the strengths and weaknesses of the case
5 and assisted them in evaluating the potential damages and answered their
6 questions regarding the documents provided by Burlington, Burlington's time
7 sheets, pay records, and policies.

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

14 13. With my status as a class representative, I will treat the interests of the class
15 above my own interests. My claims are typical of these workers, because I am
16 similarly situated to all non-exempt, non-union, hourly employees provided as
17 temporary workers by Lyneer Staffing Solutions who worked one or more shifts
18 in a workweek at Burlington's distribution centers located in California during
19 the Class Period. My interests are the same as all members of this class.

20 14. I was kept apprised of and assisted in the ongoing settlement negotiations.
21 During the settlement negotiations, my attorneys continually communicated and
22 explained every part of the negotiation process. Having been fully informed and
23 advised by my attorneys as to the strengths and risks associated with further
24 litigation, as well as Burlington's potential exposure, I gave my consent to settle
25 with Burlington for the gross settlement amount of \$3,000,000, which I think is
26 fair and reasonable.

27 15. After the case settled, my attorneys provided me with a copy of the settlement
28 agreement, which I completely and carefully reviewed. Prior to signing the

1 agreement, I spoke to my attorneys and asked them questions about the
2 agreement. I then signed the agreement and gave it to my attorneys.

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

5 17. I have kept in constant contact with my attorneys throughout this litigation and
6 settlement and will continue to do so. I have kept answering questions posed to
7 me from other class members and will continue to do so. Although I have not
8 kept track of the time I have spent assisting with this case, I believe I spent
9 around 20 or so hours on various tasks throughout the case. I am committed to
10 remaining available and assisting in any remaining work that needs to be done
11 to take this case through to its end.

12 18. From the very beginning of this lawsuit, I understood that I was participating in
13 this case, not only for my own benefit, but for the many class members. I
14 understood that there were risks involved in pursuing this case as a class action.
15 I understood that the lawsuit could continue for several years and require my
16 services and attention the entire length of the lawsuit. In light of these risks and
17 duties associated with being a class representative of this case, I believe the
18 \$7,500 class representative service award is reasonable.

19 19. I understand that this additional service payment is not guaranteed and is subject
20 to Court approval. My opinion about the fairness and adequacy of the settlement
21 in the case is not based on this potential payment.

22 20. While I truly believe that I was doing the right thing in pursuing this case, I do
23 believe that I have paid a price for the greater good of other employees, who
24 will now obtain some relief through the terms of the proposed settlement.

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1 21. I recognize that any resolution of this lawsuit must be finally approved by the
2 Court and that the Court will make the final determination of whether the
3 settlement is fair and reasonable. I understand that I am obligated to protect the
4 interests of the class members for the duration of this lawsuit and will do so.
5

6 I declare under penalty of perjury under the laws of the United States of America
7 that the foregoing is true and correct.
8

9 Dated: January 29, 2021


Amanda Gonzalez