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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER

AYEBAINATON EKINE, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

BURBERRY LIMITED, a New York
corporation; and DOES 1 through 100,

Defendants.

CASE NO. S-CV-0045602

**DECLARATION OF AYEBAINATON
EKINE IN SUPPORT OF APPROVAL OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARDS**

Date: October 28, 2021
Time: 8:30 a.m.
Dept.: 42

Action Filed: September 23, 2020
Trial Date: None Set

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I, AYEBAINATON EKINE, declare as follows:

1. I am an individual over the age of 18 and am a named plaintiff in this matter against Defendant Burberry Limited (“Defendant”). This declaration is submitted in support of approval of the Settlement Agreement reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I worked for Defendant as a Sales Associate from approximately March 17, 2017 to August 2019.

3. During my employment, I had to use my personal cell phone to communicate with customers at all times, but I was not reimbursed for my cell phone use. Although Defendant eventually gave me a company cell phone, several customers continued to contact me about work on my personal cell phone. Because I was expected to respond to customers at all times, this meant that I was responding to customers even on my days off, and therefore was not getting paid for all of my hours worked. Also, my rest periods and meal periods were usually interrupted by having to respond to customers. Sometimes I was so busy with work that I was unable to even take a meal break and/or rest break. I now understand that Defendant did not pay me any rest period premiums and with regard to the meal periods, Defendant did not pay me the meal period premiums at the correct amount. There was also an issue with my wage statements because although there was a line item for "OT ON COMM," Defendant did not list the number of hours and/or rate of pay that corresponded to that line item.

4. When I filed this lawsuit, I understood that this lawsuit could benefit my former co-workers and the State of California by helping to recover penalties on their behalf. I knew there were risks associated with filing a lawsuit, but I accepted the risks because I wanted Defendant to comply with the law. Even though I understood that this lawsuit would be a public record, I accepted that burden for the benefit of my co-workers who worked for Defendant.

5. I have been actively involved in this case since before it was even filed on September 23, 2020. Among other things, I searched for and gathered documents and provided them to my attorneys, and engaged in multiple discussions with my attorneys regarding

1 Defendant's policies and practices, my work for Defendant, my work hours and working
2 conditions. I also spoke to my attorneys about other employees of Defendant who experienced
3 similar wage and hour violations and who I believed could act as witnesses as well as general
4 case strategy to help facilitate a beneficial settlement.

5 I declare under penalty of perjury under the laws of the state of California and the United
6 States that the foregoing is true and correct. Executed on October 4, 2021 at 3:16pm,
7 California.

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9 Ayebainaton Ekine (Oct 4, 2021 15:17 PDT)
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