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and Aggrieved Employees

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

JESSICA BURROLA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TRADEMARK COSMETICS, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No. RIC2002311

*[Assigned for all purposes to the Honorable
Sunshine S. Sykes, Department 6]*

**DECLARATION OF PLAINTIFF
JESSICA BURROLA IN SUPPORT OF
APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
AND REASONABLE ATTORNEYS'
FEES, COSTS, AND SERVICE AWARD**

Date: February 9, 2022
Time: 8:30 a.m.
Dept.: 6

Reservation ID: 879777550605

Complaint Filed: June 30, 2020
Trial Date: None Set

DECLARATION OF JESSICA BURROLA

I, JESSICA BURROLA, declare as follows:

1. I am an individual over the age of 18 and am the named Plaintiff in this matter. This declaration is submitted in support of approval of the proposed representative action settlement ("Settlement") 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 Trademark Cosmetics, Inc. ("TCI") as a non-exempt employee in the position of "Purchaser" from approximately July 2016 until approximately November 2019. During my employment with TCI, I was subject to TCI's wage and hour policies that are at issue in this case. For instance, during my employment with TCI, it is my understanding that TCI would round my hours worked such that I was paid in quarter-hour increments. I believe this caused me to be underpaid for the hours I worked.

3. While working for TCI, I understand that I and other non-exempt employees were required to work four 10-hour shifts per workweek, pursuant to an alternative workweek schedule ("AWS"). However, I believe the AWS was not properly instituted because, prior to the AWS election, TCI failed to follow the required notice and disclosure procedures required by Wage Order 1 section 3(C), including providing the required notices in Tagalog and Spanish. As a result of TCI's failure to properly institute a valid AWS, I believe TCI failed to pay me and other employees all overtime wages owed. I also believe TCI failed to pay me and other employees all overtime wages owed because I was often required to work over 10-hours per shift but was not always paid at the higher overtime rate.

4. While working for TCI, I often did not receive a meal period until after the end of my fifth hour of work and my meal periods were often less than a full 30 minutes. I often did not receive a second meal period when I worked shifts of more than 10.0 hours. I also did not receive a third 10-minute rest break on shifts over 10 hours. I do not believe that TCI paid me a meal or rest period premium when I did not receive my meal periods or rest periods. Because of these violations, I believe I did not receive all of the wages I was owed when my employment ended with TCI.

5. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my former co-workers and TCI's current employees by helping them recover their unpaid wages and penalties. I knew that there was a risk that I could be liable for TCI's costs if we lost the case. I accepted this risk because I wanted TCI to compensate their current and former employees for all unpaid wages and penalties. Even though I understood that filing a lawsuit is a public record, I accepted that burden for the benefit of other employees of TCI. Even though I assumed these risks, to date, I have not suffered any actual adverse consequences or expenses because I filed this lawsuit.

6. I have been actively involved in this case since before the filing of this lawsuit in June 30, 2020. Among other things, I gathered various employment and non-employment related documents for use in the lawsuit, reviewed and analyzed documents related to the claims in this case and the policies produced by TCI, and discussed case strategy and TCI's wage and hour practices and policies with my attorneys on numerous occasions. I estimate that I have spent approximately 20 hours in total on these activities in order to move this case forward. I am not, nor have I ever been, the named plaintiff in any other PAGA case.

7. As part of a separate Settlement, I have agreed to a full release of claims related to my employment with TCI, including a release of my underlying Labor Code claims.

8. I understand that my attorneys will request that the Court award me a Representative Enhancement Award of \$5,000.00 for my service and efforts in the case. This proposed \$5,000.00 Representative Enhancement Award is not contingent upon me supporting the proposed Settlement.

I have reviewed this written statement and fully understand all of its contents. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 17, 2022, at **Pico Rivera**, California.


Jessica Burrola (Jan 18, 2022 00:47 PST)

Jessica Burrola