

LARRY W. LEE, Bar No. 228175
lwlee@diversitylaw.com
KWANPORN "MAI" TULYATHAN, Bar No. 316704
ktulyathan@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

WILLIAM L. MARDER, Bar No. 170131
bill@polarislawgroup.com
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff James Sims,
the Class, and Aggrieved Employees

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

JAMES SIMS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

QG PRINTING II LLC, a Connecticut
limited liability company; 74 QG
PRINTING II LLC, business
organization, form unknown; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 5:20-cv-01632-DMG-KK

**DECLARATION OF JAMES SIMS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: December 15, 2023

Time: 9:30 A.M.

Courtroom: 8C

Judge: Hon. Dolly M. Gee

DECLARATION OF JAMES SIMS

I, James Sims, declare as follows:

1. I am the named Plaintiff in the above-entitled action. I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

2. I was employed by Defendant QG Printing II, LLC ("Defendant" or the "Company") as a Pressman Handler from about 2016 to about November 10, 2019. I worked as a non-exempt employee.

3. During my employment with Defendant, I was not paid wages for all hours worked. Specifically, I was required to call a designated telephone number and find out whether I was to report to my scheduled shift. I was not allowed to use the Company's telephone to make these calls and was required to use my own home phone and/or personal cell phone. On occasions when I reported to work and was not allowed to work or worked less than half of my scheduled shift, I did not receive reporting time pay. It is my belief that other Class Members were subjected to the same practices.

4. As a result of these Company practices, the wage statements I received did not identify accurate gross and net wages earned, and total hours worked. In addition, whenever I earned overtime and double time wages, the wage statements identified inaccurate hourly rates of pay for these wages. Finally, the wage statements also identified an incorrect legal name of the employer. It is my belief that the other Class Members received similar wage statements.

5. To my knowledge, there are no conflicts which exist between my interest in this action and the interests of the Class Members that would impair my ability to serve as representative of the Class.

6. I authorized the settlement amount prior to the memorandum of understanding being signed.

7. I also met and conferred with Class Counsel on a number of occasions to discuss the case, including providing substantive information regarding Defendant's

practices and this settlement.

8. As part of my duties as the Class Representative, I provided invaluable information including the Defendant's call-in procedures and other wage and hour practices that I followed during my employment with Defendant.

9. I brought this action as a class action instead of an individual action so that the Class would be able to benefit from this case.

10. I understood from the inception of this lawsuit that I could have possibly faced paying the fees and costs of Defendant, had I not prevailed in this action because the claims alleged by me involved the payment of fees and costs to the prevailing party.

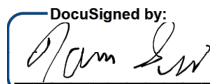
11. I understood that this case would be in the public record and there was a possibility that a class action would receive more attention than an individual action and undertook such action.

12. I have made myself available throughout this litigation, such as reviewing the pleadings and documents in this case, including the PAGA letter to the LWDA, my declarations, and the Settlement Agreement.

13. As part of the settlement, I also agreed to release all of my claims against the company, whether known or unknown.

14. I understand that the incentive payment is conditioned on final approval of the settlement.

I declare under penalty of perjury and the laws of the United States of America and the State of California that the foregoing is true and correct and that this declaration was executed on November ^{11/3/2023} 2023, at _____, California.

DocuSigned by:

91089A7B472442B...
James Sims