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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA**IN AND FOR THE COUNTY OF DEL NORTE**

REINALD PILLSBURY, an individual, on
behalf of himself and on behalf of all persons
similarly situated,,

Plaintiff,

vs.

T & T RESTAURANTS CA, INC., a
Corporation; and DOES 1 through 50,
inclusive,,

Defendant.

Case No. CVUJ-20-1214

**DECLARATION OF PLAINTIFF REINALD
PILLSBURY IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 3, 2021

Time: 10:00 a.m.

Dept.: 1

*[Assigned for All Purposes to Judge Darren
McElfresh]*

Action Filed: September 8, 2020

I, REINALD PILLSBURY, declare as follows:

1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion for Final Approval of Class Settlement and in support of my application for a service award. I have

1 personal knowledge of all the facts stated herein. I could and would competently testify under oath to
2 these facts in court if requested to do so.

3 2. I retained Class Counsel in June 2020 and filed the lawsuit in September 2020. I filed
4 the case on behalf of myself and a class of current and former non-exempt and misclassified exempt
5 who worked for defendant T & T Restaurants CA, Inc. (hereinafter "Defendant").

6 3. I filed the case because I believed my rights and the rights of Defendant's other non-
7 exempt employees were violated by Defendant. As a non-exempt employee between January 2016 and
8 December 2019, I believe Defendant's failed to, among other things, provide me with legally complaint
9 wage statements, and meal and rest periods.

10 4. Before I was initiated the case as a Plaintiff, and Class Representative, I spoke at length
11 with my attorneys. We discussed my work experience and how company policies were applied to me
12 and other employees. I provided the attorneys with documents they had requested to review, and we
13 both asked and answered many questions regarding my experience working for Defendant and my
14 responsibilities as a Plaintiff and proposed Class Representative. I also had a chance to review, and
15 did review, the complaint before it was filed.

16 5. After speaking with my attorneys, I knew that I was representing myself and other
17 employees in this case and that there were significant risks involved. One significant risk is that if we
18 lost the case, I could be held personally liable for paying all or part of the money Defendants paid their
19 attorneys to defend this case. There is also the risk that a future employer could hold it against me that
20 I sued a former employer. I also knew that I was making a sacrifice in that I could have pursued my
21 claims only on an individual basis, likely obtaining a recovery greater than the portion of the class
22 settlement I stand to receive from this settlement. My attorneys explained to me that the net settlement
23 value of my individual claims may be greater than my ultimate recovery from the net class settlement
24 amount. I decided to go through with the case because I believed violations occurred and most
25 employees would not know what their rights are and even if they did, they would be apprehensive to
26 file a lawsuit against their employer for fear of retaliation.

6. During the lawsuit, I communicated on a regular basis with my attorneys. I reviewed status updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone, because I wanted to keep up with developments in the case which I understood was one of my duties as a class representative.

7. A mediation was held on April 9, 2021. Even though I could not attend, I was available by telephone to speak with my attorneys and did speak with them regarding the mediation before it took place, as well as during the mediation itself. I was very satisfied with the terms of the settlement that was agreed to by the parties. I reviewed and signed the Memorandum of Understanding on or around April 11, 2021 and when the settlement papers were ready, I again spoke with my attorneys and reviewed the settlement agreement which I ultimately signed in June 2021.

8. Since I retained Class Counsel nearly 1.5 years ago, I have been actively involved with this class action lawsuit performing the duties described above. While I did not keep formal time records, I was in regular contact with my attorneys, attended hearings, reviewed important court filings and spent considerable time on the issues presented during the litigation and in the settlement process. I estimate that I spent around 30-40 hours working on this case.

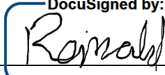
9. Also, my attorneys explained to me that the settlement process involved a two-step review by the Court to determine whether the settlement was fair before ordering that the settlement be funded and paid. I knew this process also involved notifying all class members of the settlement terms and of their rights to make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

10. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who now stand to receive substantial monetary payments as a result of this case and settlement. I also believe that the requested enhancement of \$7,500 from the settlement is fair compensation for the work I performed, the sacrifice I have made in not pursuing this case individually, the broad release I agreed to, and the risks I undertook.

11. In light of all the time and effort I have spent on this case, the sacrifice I have made, the risks I undertook by suing a former employer, the exposure to being responsible for paying Defendants'

costs in the event we did not win the case, and in light of the size of the settlement, I believe the request for \$7,500 as a service award is fair and reasonable.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 11/8/2021, at 11/82021, California

By:  DocuSigned by:
Reinald Pillsbury 1A22C4B5292F459...

