

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 2255 Calle Clara

La Jolla, CA 92037

4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiff

6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN LUIS OBISPO**

10
11 ANNA LEVINE, an individual, on behalf of
herself and on behalf of all persons similarly
12 situated,

13 Plaintiff,

14 vs.

15 ASSOCIATED STUDENTS INCORPORATED
16 OF CALIFORNIA POLYTECHNIC STATE
UNIVERSITY AT SAN LUIS OBISPO, a
17 California Corporation; ASSOCIATED
STUDENTS, INC., a California Corporation; and
18 DOES 1 through 50, inclusive,

19 Defendants.

Case No. 20CV-0664

(Consolidated with Case No. 20CV-0672)

**DECLARATION OF ANNA LEVINE
IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: July 20, 2023

Hearing Time: 9:00 a.m.

*[Hearing scheduled by Order dated
February 14, 2023 at paragraph 12]*

Dept.: 2

Judge: Hon. Rita Federman

Action Filed: December 21, 2020

Trial Date: Not Set

1 I, Anna Levine, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Final Approval of
4 Class Settlement and in support of my application for a Class Representative Service Payment.
5

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

8 3. I worked for the defendants ("Associated Students") in California from June of 2019 to
9 February of 2020 and was classified by Associated Students as a non-exempt employee during
10 that time period. Also, during the hiring process, I was required to undergo a background check.

11 4. I retained my attorneys who are experienced in both class action and PAGA
12 litigation and claims against employers for violations of the California Labor Code and the Fair
13 Credit Reporting Act. I have no personal relationship or family ties to my attorneys or any
14 officer of the Court. I am not aware of having any actual or potential conflicts of interest with
15 another class member in this case nor am I aware of having any actual or potential conflicts of
16 interest with CTP Group, the settlement administrator. I am not aware of any other pending
17 matter or action asserting claims that will be extinguished or adversely affected by this
18 settlement.
19

20 5. I decided to file this class action lawsuit and be a plaintiff/class representative because
21 I felt that my legal rights as an employee and others like me were violated. For example,
22 Associated Students regularly violated my meal and rest break rights in that my meal and rest
23 breaks were either late, interrupted or not provided at all and were not duty-free when they were
24 provided. I also did not receive all the meal and rest break premium payments I should have
25 received when these violations occurred. I also had to use my cell phone for work related
26

1 purposes such as downloading scheduling applications but was not reimbursed for the costs
2 associated with using my cell phone for work-related purposes. In addition, during the hiring
3 process, Associated Student's pre-employment application materials required that I undergo a
4 background check to be conducted by a third party. The disclosure forms included extraneous
5 information such as an exculpatory clause releasing Associated Students from liability and "at
6 will" employment language. I have since come to understand this extraneous language rendered
7 the background check non-compliant with the law.
8

9 6. Before the complaint was filed I spoke to my attorneys several times and discussed how
10 Associated Students implemented its company policies and procedures. I also assisted my
11 attorneys in their investigation into my claims by providing them documents and answering their
12 questions. I reviewed the complaint before it was filed and after it was filed I was given access
13 to an electronic file sharing program that alerted me via email when important documents were
14 filed so that I could review them and keep up with the developments in the case which I
15 understood was one of my duties as a class representative. I would also contact my attorneys
16 from time to time if I had any questions about the case.
17

18 7. Even though this action is in the process of settling, I was and remain prepared to
19 perform all the duties of a class representative. I understand that as a class representative I have
20 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
21 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
22 benefit of the class members and surrender any right to compromise the group action for an
23 individual gain.
24

25 8. I understood that being a plaintiff/class representative in this case meant that I
26 was seeking damages not only for myself but also other current and/or former non-exempt
27

1 employees working for Associated Students in California and also those prospective or actual
2 employees who had a background check performed on them by Associated Students. I felt that
3 these individuals were not aware of their labor law rights and even if they were they would
4 probably be apprehensive about speaking up or even simply because of the time, effort and risk
5 involved in filing a class action lawsuit.
6

7 9. I understood that being a part of this lawsuit involved risks. For example, my
8 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
9 pay for all or part of the attorney fees and costs paid by Associated Students to defend this
10 lawsuit. Also, I knew there was a risk that future employers, if they ever found out about this
11 lawsuit, could hold it against me or downgrade me as a potential hire. As the only named
12 Plaintiff in this case it would not be difficult for a future employer to become aware that I sued a
13 former employer for labor law violations. Ultimately I decided these risks were worth it and
14 decided to fight for my rights and the rights of others regardless of the risks, time and effort I
15 spent on this case.
16

17 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
18 kept up to date on important developments by reviewing court filings that were made available to
19 me electronically as I described above.
20

21 11. A mediation took place on February 16, 2022 with Tripper Ortman, a well-
22 respected and experienced mediator of wage and hour class actions. After the all-day mediation
23 session the parties agreed to settle the action based on a mediator's proposal. I communicated
24 with my attorneys regarding the terms of the settlement which was reached between the parties
25 and understood that I was representing absent class members and therefore wanted the best
26 possible result to be obtained for the class members and I believe a very positive result was in
27

1 fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on
2 February 17, 2022 and when the final settlement papers were ready, I closely reviewed the
3 Settlement Agreement which I signed on July 11, 2022.

4 12. I have been actively involved with this lawsuit performing the duties described above.
5 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
6 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
7 the settlement process. I estimate that I spent approximately 40-50 hours working on this case
8 up until this point. I believe I have been diligent and have done what is expected of a named
9 plaintiff and a class representative to date, and will continue to do so. I have and always will
10 maintain the best interest of the class members.
11

12 13. My attorneys explained to me that the settlement process involves a two-step
13 review by the Court to determine whether the settlement is fair before approving the settlement.
14 I know this process also involves notifying all class members of the settlement terms and of their
15 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
16 settlement.
17

18 14. I believe I did the right thing by filing this case on behalf of the class members who,
19 subject to court approval, are in line to receive monetary payments as a result of this case and
20 settlement. This is money they may never have ever gotten if I did not pursue this action on their
21 behalf. I feel significant personal satisfaction to know that I played a role in the class members
22 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
23 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
24 compensation for the work I performed and the risks I undertook.
25

26 15. As part of the settlement it was necessary for me to sign a general release of all
27

1 claims I may have against Associated Students. I believe the Class Representative Service
2 Payment I have requested provides me with some compensation for this agreed release.

3
4 16. In light of all the time and effort I have spent on this case, the risk I undertook by
5 suing a former employer, the exposure to being responsible for paying Associated Student's
6 costs in the event we did not win the case, the reputational risk that future employers may hold
7 this lawsuit against me, the general release, and in light of the size of the settlement, I believe the
8 request for \$10,000 as a Class Representative service payment is fair and reasonable.

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct.

11 Executed on June 22, 2023, at San Jose, CA.
12 (city, state)

13 

14 Anna Levine