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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CINTHIA MENDOZA and DELISHIA
HYDE, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

PRIME NOW LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: RG20068286

(Assigned to the Hon. Evelio Grillo, Dept. 21)

**DECLARATION OF EUGENIA DUBOSE IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: August 8, 2023

Time: 10:00 A.M.

Dept.: 21

Reservation No.: 138916486157

Complaint Filed: July 21, 2020

FAC Filed: April 5, 2022

SAC Filed: November 4, 2022

Trial Date: None Set

ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
07/17/2023 at 04:50:14 PM
By: Mya Williams,
Deputy Clerk

1 I, Eugenia Dubose, hereby declare and state as follows:

2 1. I am an individual over the age of 18. I am a plaintiff in the above-referenced
3 action. I have personal knowledge of the facts set forth below and if called to testify I could and
4 would do so competently.

5 2. I was employed by Defendant Prime Now LLC ("Defendant") as a non-exempt
6 employee until about February 2021. I worked as an Amazon Whole Foods Shopper.

7 3. During my employment with Defendant, I regularly earned non-discretionary
8 incentive wages such as Surge Premiums. During periods when I earned incentive wages and
9 received sick pay during the same workweek, the sick pay was paid at my base hourly rate. As a
10 result, I was underpaid sick pay.

11 4. The underpaid sick pay was not paid to me upon separation of employment, and I
12 have yet to receive it.

13 5. Throughout my employment, I received wage statements concurrent with the
14 payment of wages. As a result of the underpayment of sick pay, the corresponding wage
15 statements I received did not list accurate rates of pay for such wages and gross and net wages
16 earned.

17 6. I do not have any interests adverse to the Class, nor have any such issues been
18 raised or presented. I have taken all necessary steps to represent the interests of the Class,
19 including providing information and documents to my counsel and reviewing pleadings in this
20 case.

21 7. I started working on this case in the beginning of 2022. Around that time, my
22 attorneys interviewed me at length by phone, and I searched for and provided information and
23 documents to my attorneys, including my pay stubs and other documents related to my
24 employment. We also corresponded via email. Around the same time, I reviewed the written
25 retainer agreement with my attorneys and carefully considered whether to take on the
26 responsibility of serving as a class representative and putting my name on public documents as a
27 named plaintiff.

28 8. I also reviewed the notices provided to the California Labor and Workforce

1 Development Agency, which included my name and information about my claims. I also
2 reviewed the filings made with the Court. I discussed these documents with my attorneys.

3 9. I discussed the deposition process with my attorneys and asked questions about
4 how the case would progress after filing the lawsuit with the Court. I also discussed the discovery
5 process and the documents and information I would be ready to collect and provide. I provided
6 information to my attorneys regarding other individuals who might have information regarding
7 the claims in this case and helped to further develop potential witnesses.

8 10. Before mediation, I discussed the process with my attorneys. I communicated with
9 my attorneys to prepare for the mediation. After the mediation, I had another discussion with my
10 attorneys to discuss the results of the mediation. In the months following, I had phone calls with
11 my attorneys about the status of the settlement negotiations.

12 11. In the time between when the complaint was filed and the mediation, I stayed in
13 regular contact with my attorneys by phone and email to discuss the status of the case and the
14 strategy for the case.

15 12. I have also carefully reviewed the memorandum of understanding, settlement
16 agreement, amendment to the settlement agreement, and the declarations in support of the
17 motions to approve the settlement.

18 13. In total, I estimate I have spent approximately forty to fifty hours on this case.

19 14. I took significant risks, both professionally and monetarily, in acting as Class
20 Representative, seeking benefits on behalf of the Class. Because the claims alleged by me and
21 other Class Representatives involved the payment of costs to the prevailing party, I could have
22 possibly faced paying the costs of Defendant, had we not prevailed in this action. Moreover, I
23 understood that an individual case would have resolved much faster than a class action and
24 involved much less financial risk than a class action. Despite this, however, I agreed to pursue this
25 case on behalf of the Class.

26 15. Also, given that future employers may be less likely to hire individuals who have
27 filed employment-related lawsuits, particularly cases of this nature, the I also faced potential risk
28 in not being able to find suitable employment, all as a result of the filing of this case against

1 Defendant. I took these risks upon myself to the benefit of the Class.

2 16. I understand that the class claims alleged in this action were brought on behalf of
3 other similarly situated employees, and that I am acting as a representative for the Settlement
4 Class. As a class representative, I understand that it is my responsibility to act in the best interest
5 of the Settlement Class and not my own. I am not aware of any conflicts that exist between my
6 interest and the interests of the Settlement Class that would impair or affect my ability to serve as
7 a representative for the Settlement Class.

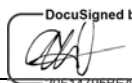
8 17. I have and continue to be willing to assist in the investigation of this matter,
9 including meeting and/or discussing the case with my attorneys, providing necessary information
10 and documents, making myself available for trial or any further proceedings in this matter as
11 required to represent the interests of the Settlement Class. I also understand my duties and
12 responsibilities to the proposed Settlement Class and will carry out those duties as necessary.

13 18. I am proud of the result and accomplishment of this lawsuit. I feel that it is a
14 positive accomplishment and understand that other people will benefit because of the actions that
15 I have taken. I have reviewed the terms of the Settlement Agreement with my attorneys, and I
16 believe that the class settlement is fair, adequate, and reasonable.

17 19. I was considering filing a wrongful termination action against Defendant, but
18 ultimately agreed to execute a general waiver of any and all claims against Defendant, including a
19 waiver of California Civil Code section 1542, which I understand was not required of other Class
20 Members.

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

23 Executed on July 12, 2023, at Mobile, Alabama.

24 
25 Eugenia Dubose
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