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Attorneys for Plaintiffs Fatima Goodarzi and Marianita Yadao

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FATIMA GOODARZI, individually, and on
behalf of other members of the general public
similarly situated, and as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiff,

vs.

BELMONT VILLAGE, L.P., a Delaware
limited partnership; BELMONT VILLAGE
ALISO VIEJO CA LP, a Delaware limited
partnership; BELMONT VILLAGE
BERKELEY, LLC, a Delaware limited liability
company; BELMONT VILLAGE
THOUSAND OAKS CA LP, a Delaware
limited partnership; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 20STCV15572

Assigned to the Hon. Stuart M. Rice

**DECLARATION OF KRISTEN M. AGNEW
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 20, 2022

Time: 10:30 a.m.

Place: Department 1

Complaint Filed: April 22, 2020

1 I, Kristen M. Agnew, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of
3 California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiffs
4 Fatima Goodarzi and Marianita Yadao (“Plaintiffs”). I have personal knowledge of the facts set
5 forth below and if called to testify I could and would do so competently.

6 **PROCEDURAL HISTORY**

7 2. I am one of the primary attorneys on this matter. Diversity Law Group was
8 retained based upon a contingency fee arrangement wherein my office agreed to advance all
9 costs and receive no fee unless a recovery was accomplished. Specifically, had Plaintiff
10 Marianita Yadao (“Plaintiff Yadao”) failed to prevail in this case, counsel for Plaintiff Yadao
11 would have spent a significant amount of time, money and other resources without any benefit
12 or return. In addition, had she also failed to prevail in the present case, Defendant Belmont
13 Village, L.P. (“Defendant”) would have been able to seek costs in connection with its defense of
14 the case.

15 3. Prior to filing this action on behalf of Plaintiff Yadao, I conducted a thorough
16 investigation into the factual and legal issues implicated by her claims. The investigation
17 included a detailed interview with Plaintiff Yadao, a review of Plaintiff Yadao’s personnel
18 records and Defendant’s employee handbook.

19 4. On June 4, 2020, Plaintiff Yadao submitted her written notice under Labor Code
20 section 2699.3 (the “PAGA Notice”) to the California Labor and Workforce Development
21 Agency (“LWDA”) and Defendant. As set forth in the PAGA Notice, Plaintiff Yadao alleged
22 that Defendant: (1) failed to provide off-duty meal periods, in violation of Labor Code sections
23 512 and 226.7; (2) failed to provide off-duty rest periods, in violation of Labor Code section
24 226.7; (3) failed to pay all earned wages upon separation of employment; and (4) failed to
25 provide accurate itemized wage statements, in violation of Labor Code section 226(a).

26 5. On June 8, 2020, Plaintiff Yadao filed a class action Complaint in the Los
27 Angeles County Superior Court (“Yadao Action”). As set forth in the complaint, Plaintiff Yadao
28 alleged class action claims on behalf of herself and all current and former non-exempt, hourly

employees employed by Defendant in the State of California asserting claims for: (1) failure to provide meal periods, (2) failure to authorize and permit rest periods, (3) failure to provide accurate itemized wage statements, (4) wages not timely paid upon termination, (5) unfair business practices, and (6) PAGA.

6. On July 17, 2020, Defendant removed the *Yadao* Action to the United States District Court for the Central District of California.

7. On August 6, 2020, Plaintiff Yadao, Defendant and Plaintiff Fatima Goodarzi (“Plaintiff Goodarzi”), filed a stipulation to consolidate the *Yadao* Action with the matter of *Fatima Goodarzi v. Belmont Village, L.P.*, Case No. 2:20-cv-04827-GW-AS (“*Goodarzi* Action”). On August 10, 2020, the *Yadao* Action and *Goodarzi* Action were consolidated.

DISCOVERY AND INVESTIGATION

8. On or about September 23, 2020, Defendant served Responses to Plaintiff Goodarzi’s Requests for Production of Documents (Set One), Special Interrogatories (Set One) and Special Interrogatories (Set Two). The document production included, amongst other relevant documents, Plaintiffs’ and Class Members’ timekeeping and payroll records, and Defendant’s written personnel policies, including employee clock-in policies and procedures, attendance policies, meal periods/rest periods, and overtime policy. Defendant also produced data regarding the size of the putative class.

9. On January 25, 2021, Defendant deposed Plaintiff Yadao.

10. After reviewing documents regarding Defendant’s wage and hour policies and practices, analyzing Defendant’s time and pay records, I was able to evaluate the probability of class certification, success on the merits, and Defendant’s maximum monetary exposure for all claims. I also investigated the applicable law regarding the claims and defenses asserted in the litigation. I reviewed these records and prepared a damage analysis prior to mediation.

MEDIATION

11. On February 23, 2022, the parties participated in private mediation with Jeff Ross, Esq. During the mediation, the parties spoke at length about the strengths and weaknesses of each sides’ claims and defenses, the certifiability of the claims, and the scope of Defendant’s

1 liability. After a full day of negotiation, the parties were able to reach an agreement in principle
2 and memorialized the material terms in a Memorandum of Understanding.

3 **FAIRNESS OF SETTLEMENT**

4 12. I strongly believe that Plaintiffs can prevail at trial. However, I also believe in the
5 fairness of the settlement. After taking into account sharply disputed factual and legal issues
6 involved in this litigation, the risks attending further prosecution, and the substantial benefits to
7 be received pursuant to the compromise and settlement of the litigation, I have concluded that
8 settlement on the terms set forth in the Joint Stipulation of Class Action Settlement and Release
9 (“Settlement Agreement”) is appropriate and in the best interests of Plaintiffs and the Class
10 Members.

11 **ATTORNEY QUALIFICATIONS**

12 13. My qualifications are as follows: I was the 2003 recipient of the Spelman
13 Presidential Scholarship to Emory University School of Law. During law school, I was a
14 summer associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the
15 Atlanta office of the Equal Employment Opportunity Commission. I received my J.D. from
16 Emory University in 2006 and was admitted to the California Bar in December 2006. Following
17 law school, I was an associate at Sonnenschein from September 2006 to May 2009.

18 14. Since 2009, my primary area of practice has been employment litigation. I have
19 practiced law at two preeminent employment defense firms. From May 2009 to June 2011, I
20 was an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and
21 then senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP from
22 June 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune
23 500 companies in employment litigation in both state and federal courts, as well as before
24 government agencies, including the California Department of Labor. My practice included the
25 defense of single plaintiff and multi-plaintiff lawsuits involving claims under the California Fair
26 Employment and Housing Act, the California Labor Code and the Fair Labor Standards Act. I
27 also handled a number of wage and hour class actions.

28 15. While at Ogletree and Seyfarth, I served as the lead associate on a number of

1 wage and hour class actions, including *Martha Cardenas v. Gold's Gym*, Los Angeles County
2 Superior Court Case No. BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los
3 Angeles County Superior Court Case No. BC439428; *Christopher Williams v. Allstate*
4 *Insurance Co.*, Los Angeles County Superior Court Case No. BC382577; *Hwang v. Caltech*,
5 Los Angeles County Superior Court Case No. BC464894; *Melissa Roberts v. Zale Delaware,*
6 *Inc.*, Los Angeles Superior Court Case No. BC523610; *Michael Oliver v. Konica Minolta*
7 *Business Solutions U.S.A., Inc.*, Santa Clara County Superior Court Case No. 114-CV-263183;
8 *Tessa Hodge v. Zale Delaware, Inc., d/b/a Piercing Pagoda*, San Bernardino Superior Court
9 Case No CIVVS1301632; *Warren v. Paychex, Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia v.*
10 *Zale Delaware Inc. et al*, S.D. Cal. Case No. 3:13-cv-01565; and *Benjamin Burgess et al v.*
11 *Tesoro Refining and Marketing Company et al*, C.D. Cal. Case No. 2:10-cv-05870.

12 16. I also second chaired two jury trials where I represented the prevailing defendant.
13 Both cases involved employees who brought claims against their former employers pursuant to
14 the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*,
15 Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt &*
16 *Whitney Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909.

17 17. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time
18 handling employment cases. I primarily represent employees.

19 18. I have been approved as class counsel in numerous wage/hour class actions that
20 have been granted class certification and final approval, including: *Antonio Becerra-Mata v.*
21 *PSC Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030;
22 *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court Case
23 No. BC608609; *Sarah Rodriguez v. Manpower, Inc.*, Santa Clara County Superior Court Case
24 No. 1-16-CV-294904; *Shannon Sanchez v. American Para Professional Systems, Inc.*, Santa
25 Clara County Superior Court Case No. 17CV306751; *Foad Hanna v. Equinix, LLC*, Santa
26 Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los
27 Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville*
28 *Community Hospital*, Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v.*

1 *Pacific Racing Association*, Alameda County Superior Court Case No. RG18908139; *Cody*
2 *Wirbick v. Sundt Construction, Inc.*, U.S. District Court for the Eastern District of California
3 Case No. 2:19-cv-02067-MCE-CKD; *Jose Vasquez Ruiz v. Perdue Foods, LLC*, Sonoma
4 County Superior Court Case No. SCV 264649; *Delmer Wood III v. Reeve Trucking Company*
5 *Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2018-0004414; *Eric Chavez v.*
6 *Converse, Inc.*, U.S. District Court for the Northern District of California Case No. 15-cv-
7 03746-NC; *Jharett Siron v. Raypak, Inc.*, Ventura County Superior Court Case No. 56-2019-
8 00527959-CU-OE-VTA; *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*,
9 Santa Clara Superior Court Case No. 19CV345211; and *Markham v. Quik Stop Markets, Inc.*,
10 Santa Clara Superior Court Case No. 19CV341582.

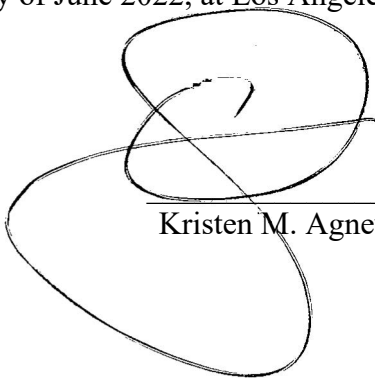
11 **NOTICE TO THE LWDA**

12 19. Concurrent with the filing of the Motion for Preliminary Approval of Class
13 Action and PAGA Settlement, my office uploaded the Motion, Settlement Agreement, and
14 proposed order to the LWDA's website, on behalf of Plaintiff Yadao.

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

17 Executed on this 24th day of June 2022, at Los Angeles, California.

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Kristen M. Agnew

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On **June 24, 2022**, I served the document(s) described as: **DECLARATION OF KRISTEN M. AGNEW IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

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Attorneys for Plaintiffs
Marianita Yadao

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

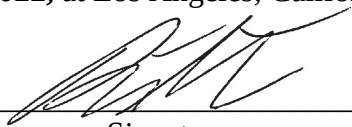
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[] **BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope, by hand via ProLegal Network to the offices of the addressee(s) named herein.

[] **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **June 24, 2022**, at Los Angeles, California.

Riley McIntire
Type or Print Name


Signature