

Larry W. Lee (State Bar No. 228175)  
Mai Tulyathan (State Bar No. 316704)  
**DIVERSITY LAW GROUP, P.C.**  
515 S. Figueroa St., Suite 1250  
Los Angeles, CA 90071  
(213) 488-6555  
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)  
**Polaris Law Group LLP**  
501 San Benito Street, Suite 200  
Hollister, CA 95023  
(831) 531-4214  
(831) 634-0333 facsimile

Attorneys for Plaintiff, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA CLARA**

JON BETTERTON, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

ACCENTURE FLEX, LLC, a Delaware limited  
liability company; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. 20CV368771

(Assigned to the Honorable Sunil R. Kulkarni,  
Department 1)

**DECLARATION OF PLAINTIFF JON  
BETTERTON IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: August 12, 2021

Time: 1:30 pm

Dept.: 1

Complaint Filed: July 29, 2020

Trial Date: None

**Electronically Filed  
by Superior Court of CA,  
County of Santa Clara,  
on 7/21/2021 1:18 PM  
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Case #20CV368771  
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**DECLARATION OF JON BETTERTON**

I, Jon Betterton, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I worked for Defendant Accenture Flex, LLC ("Defendant") as a Content Moderator from in or about September 2018, until on or about November 23, 2019. Throughout my employment with Defendant, I was an hourly, non-exempt employee.

3. During my employment with Defendant, I was routinely paid shift differential wages and/or shift premium wages, including "ShiftDiff" and "ShiftPremPercent." However, the corresponding wage statements issued to me failed to identify the hourly rates of pay and number of hours worked for said wages.

4. During my employment with Defendant, I was also paid sick pay and non-discretionary incentives, like "ShiftDiff" and "ShiftPremPercent" wages, in the same workweek. However, Defendant only paid sick pay to me at the base rate of pay, without factoring in said non-discretionary wages into the calculation of the regular rate of pay.

5. I understand that this action was brought on behalf of all other employees in the State of California, and that I am acting as a representative for the Class. As the Class Representative, I understand that it is my responsibility to act in the best interests of the Class and not my own. I agree that I will not put my own interests ahead of that of the Class, and that I will not settle out my class claims in this lawsuit separately or independently from the Class. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the Class that would impair or affect my ability to serve as representative for the Class.

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

8. I have discussed the terms of the Settlement Agreement with my attorneys, and based on the information provided, I believe the Settlement to be fair, adequate, and reasonable for myself and for the entire Class.

Executed on this 20 day of July, 2021, at San Jose, California.

**DECLARATION OF JON BETTERTON IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**