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

Date: December 16, 2021

Time: 1:30 pm

Dept.: 1

Complaint Filed: July 29, 2020

Trial Date: None Set

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by Superior Court of CA,
County of Santa Clara,
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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 "ShiftPremPerct." 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 "ShiftPremPerct" 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. As a result, I was underpaid sick pay wages.

5. During the pendency of this lawsuit, I was required to provide assistance to my attorneys, including discussing the lawsuit with my attorneys and providing them with documents and information. Throughout this case, I have continuously been kept apprised of the status of this case. I estimate that I spent approximately 20 hours in connection with the assistance/prosecution of the claims in this lawsuit. This includes the following:

- Numerous telephonic discussions with my counsel regarding the case and throughout the pendency of the case;
- Searching for and providing various documents relating to my claims, including looking through and searching for my wage statements and letters and documents provided to me by Defendant;
- Reviewing various files and pleadings in this case, including my PAGA letter, the

1 complaint, the Settlement Agreement, and my declarations in this case.

2 6. I understand that this action was brought on behalf of other similarly situated
3 employees of Defendant, and that I am acting as a representative for the Class. As the Class
4 Representative, I understand that it is my responsibility to act in the best interests of the Class
5 and not my own. I agree that I will not put my own interests ahead of that of the Class.
6 Moreover, I am not aware of any conflicts that exist between my interests and the interests of the
7 Class that would impair or affect my ability to serve as representative for the Class.

8 7. I have and continue to be willing to assist in the investigation of this matter as
9 well as make myself available for deposition, trial, or any further proceedings in this matter as
10 required to represent the interests of the Class. I also understand my duties and responsibilities
11 to the proposed Class and will carry out those duties as necessary.

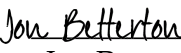
12 8. I have discussed the terms of the Settlement Agreement with my attorneys, and
13 based on the information provided, I believe the Settlement to be fair, adequate, and reasonable
14 for myself and for the entire Class.

15 9. I understand that I could have been liable for Defendant's legal costs had
16 Defendant prevailed. I also understand that this lawsuit was filed in the public court records,
17 which may affect my ability to obtain future employment.

18 10. I also executed a general waiver of any and all claims, known and unknown,
19 including a waiver of California Civil Code § 1542, which I understand was not required of other
20 Class 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 this ¹⁹____ day of November, 2021, at San Jose, California.

24 DocuSigned by:
25 
26 Jon Betterton
27 5651098113448
28