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Attorneys for Plaintiffs VIVIAN LY, WENDY  
 MACIEL, and RENE PALACIOS, on behalf of  
 themselves and others similarly Aggrieved Employees

Plaintiffs' Counsel continued on next page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA****IN AND FOR THE COUNTY OF SACRAMENTO**

VIVIAN LY, on behalf of herself and others  
 similarly situated,

Plaintiff,

v.

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

Defendants.

Case No. 34-2020-00281668

**DECLARATION OF WENDY MACIEL IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
APPROVAL OF PAGA SETTLEMENT**

Date: November 16, 2021

Time: 9:00 a.m.

Place: Dept. 54

Reservation No. 2591498

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Attorneys for Plaintiffs VIVIAN LY, WENDY  
MACIEL, and RENE PALACIOS, on behalf of  
themselves and others similarly Aggrieved Employees

1 I, Wendy Maciel, hereby declare under penalty of perjury as follows:

- 2 1. I have personal knowledge of all matters stated herein, and if called as a witness, I could  
3 and would competently testify thereto, except as to those matters stated upon information  
4 and belief, and as to those matters, I believe them to be true.
- 5 2. I am a named Plaintiff in the above-captioned lawsuit, and I submit this declaration in  
6 support of Plaintiffs' Motion for Approval of PAGA Settlement.
- 7 3. I worked for Prime Communications ("Prime") as an hourly, non-exempt employee in  
8 California during the PAGA Period.
- 9 4. I originally decided to contact an attorney because I felt that some of Prime's policies and  
10 practices violated the law.
- 11 5. Based on my communications with other employees, what I witnessed while working at  
12 Prime, and my personal experience as an employee for Prime, it was my belief that my  
13 experiences were not unique to me, but were shared by all of the non-exempt employees  
14 that worked for Prime.
- 15 6. I have been in regular contact with my attorneys throughout the prosecution of this case  
16 and have been kept apprised of all aspects of the case. Throughout the litigation, I have  
17 always been available to provide my attorneys with helpful information for this lawsuit.
- 18 7. I understood that a large amount of work could be required of me as a named representative,  
19 and I was willing to and did engage in this work. I had regular discussions with my  
20 attorneys, provided my attorneys with information and documents from my employment  
21 with Prime, responding promptly to my attorneys' various communications regarding this  
22 matter, and reviewing and analyzing the settlement agreement and settlement papers.
- 23 8. Although I did not attend the mediation in person, I was available via phone. During the  
24 settlement negotiations, my attorneys continually communicated and explained every part  
25 of the negotiation process. Having been fully informed and advised by my attorneys as to  
26 the strengths and risks associated with further litigation, I gave my consent to settle with  
27 Prime for the gross settlement amount of \$1,500,000, which I find to be fair and reasonable.  
28

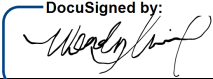
1 9. As part of the settlement agreement, I agreed to a general release of my claims against  
2 Prime. This includes a release for my individual wage and hour claims. I believe the  
3 requested \$10,000 for my agreeing to this release, which is broader than the claims being  
4 released by the other aggrieved employees, who can still bring their own claims against  
5 Prime, is fair and reasonable.

6 10. I initiated this lawsuit on behalf of myself and the other aggrieved employees because I  
7 wanted to fix what I perceived as problems affecting all of us. From the very beginning, I  
8 understood that I was participating in this case, not only for my own benefit, but for the  
9 many past and present non-exempt employees.

10 11. While I truly believe that I was doing the right thing in pursuing this case, I do believe that  
11 I have paid a price for the greater good of other employees, who will now obtain some  
12 relief through the terms of the proposed settlement.

13 I declare under penalty of perjury under the laws of the State of California that all the  
14 foregoing is true and correct.

15 Dated: 10/15/2021 | 1:12:36 PM PDT

16 By:   
WENDY MACIEL