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11 Attorneys for Plaintiff Luis Lopez,

individually and on behalf of all similarly-situated and aggrieved employees

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15 LUIS LOPEZ, individually and on behalf of)
all similarly-situated and aggrieved)
16 employees,)

18 Plaintiff,

19 vs.

21 GE UNITED TECHNOLOGIES, LLC, a)
22 Delaware Limited Liability Company d/b/a)
GRASSDOOR, and DOES 1 through 10,)
23 Inclusive,)

25 Defendants.

Case No. 20STCV34691

) ASSIGNED FOR ALL PURPOSES TO:

) The Honorable William F. Highberger

) Dept. SS 10

) **CLASS AND REPRESENTATIVE ACTION**

) **DECLARATION OF LUIS LOPEZ IN**

) **SUPPORT OF MOTION FOR ORDER**

) **GRANTING PRELIMINARY APPROVAL**

) **OF CLASS ACTION SETTLEMENT AND**

) **CLASS REPRESENTATIVE SERVICE**

) **PAYMENT**

) Date: May 16, 2022

) Time: 10:00 a.m.

) Dept: SS 10

) Judge: William F. Highberger

) Filed: September 11, 2020

) Trial date: None set

1 I, Luis Lopez, declare as follows:

2 1. I am a person over the age of eighteen years and am competent to complete this
3 declaration. All facts stated in this declaration are based on my own personal knowledge,
4 observations and experiences in relation to the claims made in the above-entitled matter. If called
5 to testify, I would and could testify to each of the following facts under oath and in open court. I
6 submit this declaration in support of the Motion for Preliminary Approval of Class Action
7 Settlement and to support my requested Class Representative Service Payment.

8 2. I am the sole named Plaintiff and proposed Class Representative in this litigation.

9 3. I retained the law firms of Cohelan Khoury & Singer and Mesriani Law Group to
10 pursue this case as a proposed wage and hour class action. The case challenges some things
11 Grassdoor did, which included not paying me for all hours I worked, not providing me with all my
12 meal periods and not reimbursing me for the use of my personal cellphone and mileage to conduct
13 business for Grassdoor. With the assistance of my attorneys, I filed this lawsuit on September 11,
14 2020 in Los Angeles County Superior Court, and later amended the lawsuit on January 29, 2021 to
15 allow me to pursue PAGA civil penalties on behalf of the state of California.

16 4. I am not related to any attorney working on the case, I am not aware of any
17 interests I have that are against the interests of the proposed class members, and I do not have any
18 conflicts that would keep me from adequately representing the class. I have been and remain
19 committed to prosecuting this case vigorously on behalf of the class.

20 5. Since the case started, I have spoken with my attorneys on numerous occasions and
21 have exchanged regular emails with them regarding the duties and responsibilities of my job while
22 employed by Grassdoor. Before meeting with them the first time, they asked that I provide them
23 with all documents in my possession related to my employment, that would include policies and
24 procedures, wages statements, and checks, which I located and provided to them.

25 6. I decided to start this lawsuit as a class representative on behalf of all other
26 employees affected by Grassdoor's practices who I believe had experienced similar violations as I
27 did when not fully reimbursed for business expenses, or were not paid proper overtime wages, and
28 were not getting proper meal periods or paid an hour's wages when they were not compliant. I

1 agreed to do this because the others may not have been aware of their rights, or were afraid to
2 complain to management for fear of the risk of losing their jobs.

3 7. I worked for Grassdoor as a delivery driver of cannabis products from October
4 2019 through June 30, 2020 and was paid \$15.00 per hour.

5 8. Grassdoor did not pay me for all time I actually worked. At the beginning of each
6 of my shifts, I would drive to a central Grassdoor hub to pick up tote bags containing an
7 assortment of products and then drive away, as I was directed by Grassdoor to do, and would wait
8 to receive customers' orders through an application on my cell phone. I understood that Grassdoor
9 paid me starting from the time I received my first order through the phone application. I was not
10 paid for the time from when I arrived at the central hub to the time when I received my first order.

11 9. Grassdoor failed to fully reimburse me for the use of my personal cell phone and
12 for mileage when using my personal vehicle to make deliveries. From October 2019 until
13 approximately February 2020, Grassdoor paid me \$5 per hour for mileage reimbursement, which
14 was not enough to reimburse proper mileage, especially because deliveries were often some
15 distance apart which caused me to purchase more gasoline to make those deliveries.

16 10. I typically worked an 8-hour shift and was entitled to take a 30-minute meal break.
17 I would receive an alert in my phone application telling me when I was allowed to take a meal
18 break. On average, I would receive this alert 3 of the 6 days I worked per week, missing 3 meal
19 breaks a week. I was not paid one hour of pay for each eligible meal break I wasn't provided.

20 11. After I left Grassdoor, I spoke with Mr. Mesriani from the Mesriani Law Group
21 and attorneys at the law office of Cohelan Khoury & Singer regarding my experiences working for
22 Grassdoor. I was advised I could bring a class action lawsuit against Grassdoor for myself and as a
23 representative for all other delivery drivers in California. As a representative for the Class, I
24 understood it could take longer to bring this case as a class action, rather than as an individual case
25 for myself alone. I made the decision to file the case even though there were certain risks in doing
26 so. For instance, as a Plaintiff, my name could be found by a simple Google search, and that when
27 applying for a job in the future, the fact that I was involved in this case might negatively impact
28 those job opportunities. Knowing the risks, I moved forward because I believed Grassdoor's

1 policies to not pay all wages, or to provide meal and rest breaks, or to reimburse us for the use of
2 our personal cellphones and cars for work were unfair.

3 12. I was informed my deposition may likely be taken, and that the preparation and the
4 deposition itself could take multiple days. To familiarize me with the process, my attorneys started
5 my preparation early so I would be prepared and comfortable when the date and time were set. My
6 deposition was scheduled, but not taken. I feel I would have been adequately prepared if I needed
7 to give my testimony.

8 13. Because I stayed in touch with my attorneys, I knew mediation of the case
9 scheduled. I made myself available by telephone for questions asked by my attorneys during the
10 mediation. After the case settled, I was provided with the Memorandum of Understanding, which I
11 reviewed and signed. Later I reviewed and signed the longer settlement agreement.

12 14. Since this case was filed as class action, as the sole representative for the other
13 Grassdoor employees, I have put the interests of the Class above my own at all times. I understand
14 over 600 other employees will receive money from this settlement, they would not have had
15 otherwise. I believe that my contributions in filing this case, and moving it forward were vital to
16 the prosecution, and ultimately the resolution, of this matter.

17 15. After the Notice of Settlement describing the Settlement is mailed to all Class
18 Members, I am prepared to stay in contact with my attorneys to get updates and also plan to speak
19 with former co-workers who know me, or to those who reach out to me with questions about the
20 case and Settlement. I anticipate that my involvement in the case will remain substantial, and will
21 consume considerable time.

22 16. The requested \$5,000 service payment is fair and appropriate for acting as a Class
23 Representative based on my involvement which includes: (1) agreeing to bring this litigation as a
24 representative of other employees, and later the state of California; (2) being an active participant
25 throughout for more than a year; (3) spending the time to regularly speak with and/or email my
26 attorneys to provide information, to answer questions, or to get a status report; (4) facing the
27 stigma and potential loss of job opportunities for having filed a class action lawsuit against a
28 former employer on behalf of the Class; (5) searching for and providing relevant documents to my

1 attorneys; (6) preparing for my deposition, although not taken; (7) making myself available by
2 telephone the day of mediation; (8) consenting to the Settlement, and then reviewing and signing
3 the Memorandum of Understanding and later the Settlement Agreement; and (9) the substantial
4 payments to be received by over 600 Class Members which they would not have received without
5 my agreement to pursue this action on their behalf. The time spent on this case, both before and
6 after it was filed, is time lost from being with my family and friends, and pursuing other interests.

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct. Executed on 3/22/2022, 2022 in Los Angeles, California.

9 

10 _____
Luis Lopez