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Attorneys for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

TANIS CLARK, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

NOW OPTICS, LLC, a Florida limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 37-2020-00044817-CU-OE-CTL

(Assigned to the Hon. Richard S. Whitney, Dept. C-68)

**DECLARATION OF TANIS CLARK IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: October 28, 2022

Time: 10:30 a.m.

Dept.: C-68

Reservation Number: 2830404

Complaint Filed: December 7, 2020

FAC Filed: August 26, 2021

SAC Filed: March 21, 2022

Trial Date: None Set

DECLARATION OF TANIS CLARK

I, Tanis Clark, declare as follows:

1. I am an individual over the age of 18. I am the named Plaintiff in the above-referenced action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I was hired by Now Optics, LLC ("Defendant") as a sales manager in or about June 2019. I work as an hourly, non-exempt employee.

3. Throughout my employment, I received meal period premium pay for missed or late meal breaks. However, when the premium pay was disbursed, I believe that it was paid at my base rate of pay instead of the regular rate of pay, incorporating all non-discretionary incentive wages I earned during the same workweek.

4. Similarly, when I received sick pay, I contend that it was paid at my base rate of pay instead of the regular rate of pay. As such, I believe that I am owed additional meal period premium pay and sick pay.

5. In addition, I believe that throughout my employment I performed various work-related tasks for which I was not paid minimum and/or overtime wages. Moreover, it was my understanding that I was required to work during my rest periods and did not receive premium pay for these missed rest breaks.

6. As a result of the above allegations, it is my understanding that the wage statements I received did not accurately reflect the correct gross and net wages earned, rates of pay, and number of hours worked. In addition, during pay periods when I earned "Com Ot" wages, the wage statements identified incorrect hourly rates of pay and number of hours worked.

7. Finally, I believe that I did receive all wages owed each pay period and at the end of my employment.

8. I do not believe I have any interests that are adverse to the other employees that are part of the PAGA settlement.

9. I have spent a significant amount of time discussing this matter with my attorneys on many occasions and explaining my understanding of the Defendant's company practices. I

1 met with my attorneys to discuss this case and the facts involved, responded to questions, and
2 provided documents.

3 10. I also executed a general waiver of any and all claims, known and unknown,
4 including a waiver of California Civil Code § 1542, which I understand was not required of other
5 employees.

6 11. I am proud of the result and accomplishment of this lawsuit. I feel that it is a
7 positive accomplishment and understand that other people will benefit because of the actions that
8 I have taken.

9 I declare under penalty of perjury that the foregoing is true and correct. Executed on
10 May ²³, 2022, at Houston Texas.

11 DocuSigned by:

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