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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN FRANCISCO**

12 MICHELLE FARTHING, JEREMIAH
13 BURKE and JARVIS RICHMOND,
14 individuals, on behalf of themselves and on
15 behalf of all persons similarly situated,

16 Plaintiff,

17 vs.

18 MILESTONE TECHNOLOGIES, INC., a
19 California Corporation ; and DOES 1 through 50,
20 inclusive,

21 Defendants.

CASE No. **CGC-21-591251**

**DECLARATION OF ANDREA
HUGHES IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: February 28, 2023

Hearing Time: 9:30 a.m.

*[Hearing scheduled by Order dated
October 12, 2022]*

Judge: Hon. Richard B. Ulmer
Dept: 302

Action Filed: May 4, 2021

Trial Date: Not Set

1 I, Andrea Hughes, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Final Approval of
4 Class Settlement and in support of my application for a Class Representative Service Payment.
5

6 2. I have personal knowledge of all the facts stated herein. I could and would competently
7 testify under oath to these facts in court if requested to do so.

8 3. I worked for Defendant Milestone Technologies, Inc. ("Milestone") in California from
9 July 9, 2020 to October 29, 2021. During that time period I worked as a screening associate and
10 was classified by Milestone as an hourly, non-exempt employee.

11 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
12 experienced in both class action & PAGA representative action litigation and claims against
13 employers for violations of the California Labor Code. I have no personal relationship or family
14 ties to my attorneys or any officer of the Court. I am not aware of having any actual or potential
15 conflicts of interest with another member of the class in this case nor am I aware of having any
16 actual or potential conflicts of interest with Simpluris, the settlement administrator. I am not
17 aware of any other pending matter or action asserting claims that will be extinguished or
18 adversely affected by this settlement.
19

20 5. I decided to file this class action lawsuit for the benefit of myself and other current
21 and former employees of Milestone who make up the class and be a class representative because
22 I felt that my legal rights as an employee and others like me were violated. For example, prior to
23 clocking in for a shift, I was required to put on significant personal protective gear, such as a face
24 shield, safety gloves, facial covering mask, shoe coverings and safety gown. I was not paid any
25 minimum or overtime wages for the time it took me to put on this personal protective equipment
26

1 – nor was I paid any wages for the time it took to take it all off which was also done off the
2 clock. Also, I was regularly unable to take compliant meal and rest breaks which were often late,
3 missed or interrupted. I also had to stay on the premises for my rest breaks. I should have been
4 able to leave the premises for my rest breaks if I chose to do so. I also did not receive the meal
5 and rest break penalty payments I should have received for these violations. I also had to use my
6 personal cell phone for work-related purposes, such as timekeeping scheduling, but was not
7 sufficiently reimbursed by Milestone for the use of my cell phone for work-related issues.

9 6. This class action case was filed on May 4, 2021. I retained my attorneys in September of
10 2021 but did not officially become a plaintiff until an amended complaint was filed in September
11 of 2022. I spoke to my attorneys several times and discussed how Milestone implemented its
12 company policies and procedures. I also assisted my attorneys in their investigation into my
13 claims by providing them documents and answering their questions. I was given access to an
14 electronic file sharing program that alerted me via email when important documents were filed
15 so that I could review them and keep up with the developments in the case which I understood
16 was one of my duties as a class representative. I would also contact my attorneys from time to
17 time if I had any questions about the case.

19 7. Even though this action is in the process of settling, I was and remain prepared to
20 perform all the duties of a class representative. I understand that as a class representative I have
21 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent hourly,
22 non-exempt employees that make up the class who worked for Milestone during the class period.
23 I have understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the
24 members of the class and surrender any right to compromise the group action for an individual
25 gain.
26

8. I understood that being a plaintiff/class representative in this case meant that I was seeking damages not only for myself but also other class members who worked for Milestone in California during the class period. I felt that this group of employees were not aware of their labor law rights and even if they were they would probably be apprehensive about speaking up or even simply because of the time, effort and risk involved in filing a class action lawsuit.

9. I understood that being a part of this lawsuit involved risks. For example, my attorneys explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part of the attorney fees and costs paid by Milestone to defend this lawsuit. Also, I knew there was a risk that future employers, if they ever found out about this lawsuit, could hold it against me or downgrade me as a potential hire. As a Plaintiff in this case it would not be difficult for a future employer to become aware I sued a former employer for labor law violations. Ultimately I decided these risks were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this case.

10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up to date on important developments by reviewing court filings that were made available to me electronically as I described above.

11. A mediation took place on January 25, 2022 with Tripper Ortman, an experienced mediator of wage and hour class actions. Following the all-day mediation session, the parties agreed to settle the action based on a mediator's proposal. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class and I believe a very positive result was in fact achieved via settlement. I

1 reviewed and signed the Memorandum of Understanding on April 8, 2022 and when the final
2 settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on
3 July 14, 2022.

4 12. I have been actively involved with this class action lawsuit performing the duties
5 described above. Although I did not keep time records, I was in regular contact with my
6 attorneys, reviewed court filings and spent a significant amount of time on the issues presented
7 during the lawsuit and in the settlement process. I estimate that I spent approximately 40-50
8 hours working on this case up until this point. I believe I have been diligent and have done what
9 is expected of a named plaintiff and class representative to date, and will continue to do so. I
10 have and always will maintain the best interest of the class.
11

12 13. My attorneys explained to me that the settlement process involves a two-step
13 review by the Court to determine whether the settlement is fair before approving the settlement.
14 I know this process also involves notifying all class members of the settlement terms and of their
15 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
16 settlement.
17

18 14. I believe I did the right thing by filing this case on behalf of the class who are in
19 line to receive monetary payments as a result of this case and settlement. I also believe that the
20 requested Class Representative Service Payment of \$10,000 from the settlement is fair
21 compensation for the work I performed and the risks I undertook.
22

23 15. As part of the settlement it was necessary for me to sign a general release of all
24 claims I may have against Milestone. I believe the Class Representative Service Payment I have
25 requested provides me with some compensation for this agreed release.

26 16. I have not entered into any undisclosed agreements nor have I received any
27

undisclosed compensation in this case. The only compensation I will receive is whatever amount the Court awards as a service payment, as well as my share as a class member of the settlement fund.

17. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying Milestone's costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release, and in light of the size of the settlement, I believe the request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

Executed on Jan 27, 2023, at Richmond, Ca.
(city, state)


Attest: Jan 27, 2023 17:49 PST)

Andrea Hughes