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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF ALAMEDA**

10
11 RAYMOND HUERTA, an individual, on
behalf of himself and on behalf of all persons
12 similarly situated,

13 Plaintiff,

14 vs.

15
16 SPLAY, INC., a California Corporation; and
DOES 1 through 50, inclusive,

17 Defendants.

CASE No. **RG21102661**

18
19 **DECLARATION OF RAYMOND
HUERTA IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: December 13, 2022

Hearing Time: 3:00 p.m.

[Hearing scheduled by Order dated August
9, 2022]

20
21 ASSIGNED FOR ALL PURPOSES TO
JUDGE: Hon. Brad Seligman
DEPARTMENT 23

22 Action Filed: June 23, 2021

Trial Date: None Set

1 I, Raymond Huerta, 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 Action Settlement and in support of my application for a Class Representative Service
5 Payment.
6

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

9 3. I worked as a janitor for Defendant Splay, Inc. ("Splay") in California from September of
10 2018 to April of 2020 and I was classified by Splay as a non-exempt employee during that time
11 period.
12

13 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
14 experienced in both class action litigation and claims against employers for violations of the
15 California Labor Code. I have no personal relationship or family ties to my attorneys or any
16 officer of the Court. I am not involved in any litigation against another member of the class in
17 this case and my attorneys are not working on my behalf in another capacity other than
18 representing me in this lawsuit.

19 5. I decided to file this class action lawsuit for the benefit of myself and other current
20 and former non-exempt employees who worked for Splay and be a class representative because I
21 felt that my legal rights as an employee and others like me were violated. For example, due to
22 my heavy workload, at least once every week I had a late, short or completely missed meal
23 break. I was also required to clock out and continue to work numerous times throughout my
24 employment during what should have been my off-duty meal period. I would, for example, be
25 called to clean up spills in the warehouse. I was also required to have my radio on me at all
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1 times even while clocked out during my meal and rest break periods in case my services were
2 needed in the warehouse. This meant that my meal and rest breaks were not duty free as they
3 should have been. I never received any meal or rest break penalty payments during my
4 employment nor was I paid minimum or overtime wages for the off the clock work described
5 above. In addition, my managers contacted me on my personal cell phone from time to time
6 regarding work-related issues but Splay did not reimburse me for the cost associated with using
7 my personal cell phone for these work-related issues.

9 6. This class action case was filed on June 23, 2021. Before the complaint was filed I
10 spoke to my attorneys several times and discussed how Splay implemented its company policies
11 and procedures. I also assisted my attorneys in their investigation into my claims by providing
12 them documents and answering their questions. I reviewed the complaint before it was filed and
13 after it was filed I was given access to an electronic file sharing program that alerted me via
14 email when important documents were filed so that I could review them and keep up with the
15 developments in the case which I understood was one of my duties as a class representative. I
16 would also call my attorneys from time to time if I had any questions about the case. My
17 attorneys were regularly available when I contacted them.

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 non-
22 exempt employees who worked for Splay during the class period. I have understood that as a
23 fiduciary, I have a duty to prosecute this action for the benefit of the members of the class and
24 surrender any right to compromise the group action for an individual gain.

26 8. I understood that being a plaintiff/class representative in this case meant that I

1 was seeking damages not only for myself but also other current and/or former non-exempt
2 employees working for Splay in California. I felt that this group of current and former
3 employees were not aware of their labor law rights and even if they were they would probably be
4 apprehensive about speaking up or even simply because of the time, effort and risk involved in
5 filing a class action lawsuit.

6
7 9. I understood that being a part of this lawsuit involved risks. For example, my
8 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
9 pay for all or part of the attorney fees and costs paid by Splay to defend this lawsuit. Also, I
10 knew there was a risk that future employers, if they ever found out about this lawsuit, could hold
11 it against me or downgrade me as a potential hire. As the only named Plaintiff in this case it
12 would not be difficult for a future employer to become aware I sued a former employer for labor
13 law violations. Ultimately I decided these risks were worth it and decided to fight for my rights
14 and the rights of others regardless of the risks, time and effort I spent on this case.

15
16 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
17 kept up to date on important developments by reviewing court filings that were made available to
18 me electronically as I described above.

19
20 11. A mediation took place on December 7, 2021 with Louis Marlin, an experienced
21 mediator of wage and hour class actions. Following the all-day mediation session, the parties
22 agreed to settle the action based on a mediator's proposal. I communicated with my attorneys
23 regarding the terms of the settlement which was reached between the parties and understood that
24 I was representing absent class members and therefore wanted the best possible result to be
25 obtained for the class and I believe a very positive result was in fact achieved via settlement. I
26 reviewed and signed the Memorandum of Understanding on January 19, 2022 and when the final
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1 settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on
2 March 19, 2022.

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

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

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

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

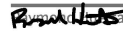
25 16. I have not entered into any undisclosed agreements nor have I received any
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undisclosed compensation in this case. The only compensation I will receive is whatever amount the Court awards as a service payment, as well as my share as a class member 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 Splay'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 Nov 11, 2022, at fremont, california.
(city, state)

 (Nov 11, 2022 19:13 PST)
Raymond Huerta