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MICHAEL HARRINGTON and BRANDON OLDHAM

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

MICHAEL HARRINGTON and BRANDON
OLDHAM, on behalf of themselves, and all
others similarly situated, and all aggrieved
employees,

Plaintiffs,

v.

CREATIVE SECURITY COMPANY, INC.;
and DOES 1 through 50, inclusive,

Defendants

Case No: RG21095377

CLASS & REPRESENTATIVE ACTION

*Assigned for All Purposes to the Honorable
Brad Seligman, Dept. 23*

**DECLARATION OF PLAINTIFF
MICHAEL HARRINGTON IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND MOTION FOR
AWARD OF ATTORNEYS' FEES AND
COSTS, CLASS REPRESENTATIVE
INCENTIVE AWARDS, AND
SETTLEMENT COSTS**

Date: February 14, 2023
Time: 3:00 p.m.
Dept. 23
Judge: The Hon. Brad Seligman

Complaint Filed: April 9, 2021
FAC Filed: May 18, 2021

**Reservation No: A-21095377-001
Reservation No: A-21095377-002**

1 I, MICHAEL HARRINGTON, declare as follows:

2 1. I am a named Plaintiff and Class Representative in the case against Creative
3 Security Company, Inc. (“Creative Security”). I submit this Declaration in support of Plaintiff’s
4 Motion for Final Approval. I am a competent adult, I have personal knowledge of the facts set
5 forth in this declaration, and I could and would testify competently under oath if called as a
6 witness.

7 2. I worked for Creative Security as an hourly non-exempt mobile patrolman and
8 patrol supervisor in the bay area from approximately March 2020 through July 2020.

9 3. I believed it was wrong for Creative Security to not pay overtime for hours worked
10 over eight in a day and to not provide adequate meal and rest periods.

11 4. My case against Creative Security was filed on April 8, 2021. Prior to filing the
12 complaint, I first spoke with one of my attorneys, Robert Spencer, Esq. of Keller Grover LLP. I
13 spent over an hour describing to Mr. Spencer the facts of my case. I also had a separate
14 conversation with him for over an hour to discuss the process of class action litigation as well as
15 my responsibilities as a class representative.

16 5. Mr. Spencer and I also worked together on my PAGA letter that we sent to the
17 LWDA. I spent approximately half an hour speaking with Mr. Spencer on the phone to create
18 the PAGA letter; then another hour reviewing it at home prior to it being uploaded to the
19 LWDA.

20 6. When the original complaint was drafted, I spent an hour reviewing it before it was
21 filed to make sure it was accurate. I also reviewed the first amended complaint, which added the
22 PAGA causes of action, before it was filed.

23 7. Throughout my involvement in the case, I have maintained regular telephonic
24 communications with Mr. Spencer to discuss the status of the case and to respond to any
25 questions he might have. We speak about once a month.

26 8. Mr. Spencer made me aware that Defendant was open to mediating my case. I kept
27 up to date regarding mediation and answered any questions my attorneys had. After the
28 mediation, the parties prepared a memorandum of understanding (“MOU”). I spent half an hour

1 reviewing the MOU with Mr. Spencer, then another half-hour reviewing the MOU after it was
2 ready.

3 9. I reviewed the Joint Stipulation for Settlement of Class Action and PAGA
4 Settlement and Release of Claims (“Settlement Agreement”) with Mr. Spencer and spent
5 approximately half an hour discussing with him regarding how the settlement funds were to be
6 distributed and whether the settlement and the plan of distribution were fair. I then spent another
7 hour reviewing the Settlement Agreement.

8 10. Mr. Spencer made me aware that the Court denied preliminary approval. We
9 discussed the reasons why, as well as the steps that we needed to take in order to obtain approval
10 at the next hearing. We discussed that my attorneys would engage in additional interviews of
11 putative class members as well as audit their payroll and time records.

12 11. We also discussed that we would add Plaintiff Brandon Oldham to this case as a
13 Class Representative for the stationary security guards. When the Amended Joint Stipulation for
14 Settlement of Class Action and PAGA Settlement and Release of Claims (“Amended Settlement
15 Agreement”) was ready, I spent approximately half an hour discussing it with Mr. Spencer as
16 well as another half hour reviewing it. I also reviewed the Second Amended Complaint, which
17 added Plaintiff Oldham.

18 12. When I agreed to act as a named plaintiff, I understood that I might be responsible
19 for some of the costs incurred by Defendant if the lawsuit was unsuccessful. In addition to this, I
20 worried about my reputation in the community if people were to find out I had sued somebody.

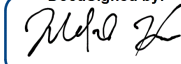
21 13. I also am concerned about the possible repercussions to my future job
22 opportunities because I have been a plaintiff in a wage and hour lawsuit against an employer.

23 14. I understood from the beginning that I was pursuing this case not only for my own
24 benefit, but also for the benefit of large numbers of past and present employees who either were
25 not aware of their rights or were too afraid of retaliation to complain.

26 15. I believe that the settlement reached in this case, as amended, is fair and, in light of
27 the risks involved, will justly compensate the employees who were and are affected by the
28 violations that were the subject of the action. I believe that the enhancement I have requested is

1 fair in light of the work I put into the case, the risks I took, the harm that I believe my suing my
2 employer could cause me in terms of future job prospects, and the benefits that have been
3 achieved for the class. I have also provided a general release of my claims.

4 I declare, under penalty of perjury, under the laws of the State of California, that the
5 foregoing is true and correct. Executed on 1/9/2023 at South San Francisco,
6 California.

7 DocuSigned by:
8 
9 204783ACBE00475
10 MICHAEL HARRINGTON

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **January 27, 2023**, in the case of *Harrington v. Creative Security Company, Inc., et al.*, Alameda County Superior Court Case Number RG21095377, I served the foregoing document(s):

DECLARATION OF PLAINTIFF MICHAEL HARRINGTON IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR AWARD OF ATTORNEYS' FEES AND COSTS, CLASS REPRESENTATIVE INCENTIVE AWARDS, AND SETTLEMENT COSTS

on the interested party(ies) below, using the following means:

Rona P. Layton, Esq.
Layton Law Firm
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Attorneys for Defendant
CREATIVE SECURITY COMPANY, INC

☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ