

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 2255 Calle Clara

La Jolla, CA 92037

4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiff

6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN BERNARDINO**

10
11 KEELAIN GONZALEZ, on behalf of
12 himself and on behalf of all persons similarly
13 situated, and on behalf of the State of
California, as a private attorney general,

14 Plaintiff,

15 vs.

16 PACIFIC WESTERN BANK, a California
17 Corporation; DOES 1 through 50, inclusive,

18 Defendants.

CASE No. **CIVSB2127657**

[Related Case: CIVSB2127696]

**DECLARATION OF KEELAIN
GONZALEZ IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: January 4, 2023

Hearing Time: 10:00 a.m.

Judge: Hon. David Cohn

Dept.: S26

Action Filed: September 29, 2021

Trial Date: Not Set

1 I, Keelain Gonzalez, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service 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 for Defendant Pacific Western Bank in California from November of 2014 to
10 May 18, 2021 and I was classified by Pacific Western Bank as an hourly, non-exempt employee
11 during that time period.
12

13 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
14 experienced in both class action & PAGA representative action litigation and claims against
15 employers for violations of the California Labor Code. I have no personal relationship or family
16 ties to my attorneys or any officer of the Court. I am not aware of having any actual or potential
17 conflicts of interest with another member of the class in this case nor am I aware of having any
18 actual or potential conflicts of interest with ILYM, the settlement administrator. I am not aware
19 of any other pending matter or action asserting claims that will be extinguished or adversely
20 affected by this settlement.
21

22 5. I decided to file this class action lawsuit for the benefit of myself and other current
23 and former hourly, non-exempt employees who worked for Pacific Western Bank and be a class
24 representative because I felt that my legal rights as an employee and others like me were
25 violated. For example, numerous times throughout my employment with Pacific Western Bank, I
26 was required to clock out and continue to work during what should have been my off-duty meal
27

1 period. As such, I was not paid minimum or overtime wages for this work done off the clock
2 during my meal periods. I also did not receive all the meal break premium payments I was
3 entitled to for having my meal breaks interrupted by work-related issues. I also was not paid for
4 off the clock work in that I was required to complete a series of mandatory Covid-19 screening
5 questions on my personal cell phone prior to clocking into the timekeeping system for the work
6 day. I also had to use my cell phone to respond to calls and texts from my supervisors regarding
7 scheduling issues but Pacific Western Bank did not reimburse me for the cost associated with
8 using my personal cell phone for these and other work-related issues. In addition, my wage
9 statements were inaccurate because, for example, they did not accurately identify the total hours
10 I worked in each pay period.
11

12 6. This class action case was filed on September 29, 2021. Before the complaint was filed I
13 spoke to my attorneys several times and discussed how Pacific Western Bank implemented its
14 company policies and procedures. I also assisted my attorneys in their investigation into my
15 claims by providing them documents and answering their questions. I reviewed the complaint
16 before it was filed and after it was filed I was given access to an electronic file sharing program
17 that alerted me via email when important documents were filed so that I could review them and
18 keep up with the developments in the case which I understood was one of my duties as a class
19 representative. I would also contact my attorneys from time to time if I had any questions about
20 the case.
21

22 7. Even though this action is in the process of settling, I was and remain prepared to
23 perform all the duties of a class representative. I understand that as a class representative I have
24 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent hourly,
25 non-exempt employees who worked for Pacific Western Bank during the class period. I have
26

1 understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the
2 members of the class and surrender any right to compromise the group action for an individual
3 gain.

4
5 8. I understood that being a plaintiff/class representative in this case meant that I
6 was seeking damages not only for myself but also other current and/or former hourly, non-
7 exempt employees working for Pacific Western Bank in California. I felt that this group of
8 employees were not aware of their labor law rights and even if they were they would probably be
9 apprehensive about speaking up or even simply because of the time, effort and risk involved in
10 filing a class action lawsuit.

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

21
22 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
23 kept up to date on important developments by reviewing court filings that were made available to
24 me electronically as I described above.

25
26 11. A mediation took place on July 28, 2022 with Louis Marlin, an experienced
27 mediator of wage and hour class actions. Following the all-day mediation session, the parties

1 agreed to settle the action based on a mediator's proposal. I communicated with my attorneys
2 regarding the terms of the settlement which was reached between the parties and understood that
3 I was representing absent class members and therefore wanted the best possible result to be
4 obtained for the class and I believe a very positive result was in fact achieved via settlement. I
5 reviewed and signed the Memorandum of Understanding on August 11, 2022 and when the final
6 settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on
7 December 1, 2022.

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

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

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

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

16. I have not entered into any undisclosed agreements nor have I received any 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 Pacific Western Bank'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 Dec 4, 2022, at Morongo Valley, CA.
(city, state)

Keelain Gonzalez

Keelain Gonzalez (Dec 4, 2022 22:00 PST)

Keelain Gonzalez