

Jacob N. Whitehead, Esq. SBN 266123

jacob@wemploymentlaw.com

W EMPLOYMENT LAW, APC

7700 Irvine Center Drive, Suite 930

Irvine, CA 92618

Tel. (949) 674-4922

Attorneys for Plaintiffs, and Settlement Class

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

JOSEPH MONTAGUE, an individual, MICHAEL
DUPONT, an individual, CURTIS MOORE, an
individual, CHARISSEE TABOTABO, an
individual, RENAE HILLOCK, an individual,
UNINI ODAIBO, an individual, MICHAEL
LATHE, an individual, BRENT MILLER, an
individual, GIANCARLO VELLEJO, an
individual, and BENJAMIN TACDERAS, an
individual,

Plaintiff,

v.

GLOBAL CONNECTIONS TO
EMPLOYMENT, INC., a Florida corporation,
and DOES 1-50, inclusive,

Defendants.

Case No.: 37-2022-00004601-CU-OE-CTL

*Assigned for all purposes to
Hon. Matthew C. Braner*

**DECLARATION OF JACOB N.
WHITEHEAD IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA SETTLEMENT,
CONDITIONAL CERTIFICATION OF THE
SETTLEMENT CLASS, APPOINTMENT
OF CLASS REPRESENTATIVE AND
CLASS COUNSEL, APPROVAL OF CLASS
NOTICE AND SETTING OF FINAL
APPROVAL HEARING**

Date: October 13, 2023

Time: 9:00 a.m.

Dept.: C-60

Action Filed: February 3, 2022

FAC Filed: May 26, 2023

Trial Date: None Set

I, Jacob N. Whitehead, declare as follows:

1. I have personal knowledge of the facts set forth in this Declaration and, if called upon as a witness, I could and would testify competently as to these facts under oath.

**DECLARATION OF JACOB N. WHITEHEAD IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**

- 1 2. I am a member of good standing of the State Bar of California, licensed to practice in the
2 state of California and the United States District Court, as well as Washington, D.C. I am
3 the founding, managing partner of W Employment Law, APC, and counsel of record for
4 Plaintiffs, Joseph Montague, Michael Dupont, Curtis Moore, Charissee Tabotabo, Renae
5 Hillock, Unini Odaibom, Michael Lathe, Brent Miller, Giancarlo Vallejo, and Benjamin
6 Tacderas (the “Plaintiffs”) each individually and on behalf of all others similarly situated.
7 I make this declaration in support of Plaintiffs’ concurrently filed, unopposed Motion for
8 Preliminary Approval of Class Action and PAGA Settlement, for conditional certification
9 of the settlement class, appointment of class representative and class counsel, approval of
10 class notice and setting of final approval hearing, noticed and scheduled for hearing on
11 October 13, 2023.
- 12 3. I have been counsel responsible for this case since its inception. I personally participated
13 in either the drafting and or the review of all the filings with the Court, in the briefing and
14 participation at mediation and the negotiations of the proposed Settlement Agreement and
15 participated and led strategy sessions with my legal team throughout the litigation. I
16 further discuss herein, my experience and background; summary of the procedural
17 history; and issues relating to good faith and arm’s length settlement negotiations.
- 18 4. I am experienced and qualified to evaluate the Class and PAGA claims and the viability
19 of the defenses in this action. I’ve dedicated my entire career and practice to litigating
20 and successfully resolving unlawful practices of employers. I have been licensed to
21 practice law in California since 2009. During my fourteen years of practice I have
22 represented thousands of plaintiffs and putative class members in hundreds of cases,
23 among which my firm has represented and continues to represent active, employment
24 class action and/or PAGA representative cases at all stages of litigation, up to and
25 including trial. In these employment disputes, more than sixty percent of the cases
26 involved or involve some component of wage and hour violations.
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- 1 5. After thorough investigation and study of the legal principles applicable to the claims
2 asserted against Defendant, my firm drafted and filed the appropriate class action
3 complaint on February 3, 2022, at the San Diego County Superior Court, Case No. 30-
4 2022-00004601-CU-OE-CTL.
- 5 6. In the Complaint Plaintiffs asserted claims for civil penalties pursuant to the Private
6 Attorney Generals Act of 2004 (the “PAGA”) for alleged violations of Labor Code Section
7 2802; as well as certain individual breach of contract claims by each of the individual
8 Plaintiffs.
- 9 7. On March 14, 2022, the matter was removed by Defendant pursuant to 28 USC § 1441(b)
10 to the United States District Court, Southern District of California, presiding Judge
11 Michael M. Anello, Case Number: 3:22-cv-00342-MMA-NLS.
- 12 8. Thereafter, following telephone calls and email correspondence discussing the Parties’
13 contentions and claims, the Parties agreed to participate in mediation.
- 14 9. On May 17, 2022, the Parties attended a mediation and with the assistance of mediator,
15 Steven Pearl, were able to reach a resolution with the mediator’s proposal for a
16 compromised settlement. The settlement was negotiated in light of all known facts and
17 circumstances and the uncertainty associated with litigation.
- 18 10. Based upon data produced from Defendant’s records Plaintiffs analyzed and ascertained
19 for damage purposes, that there were approximately 223 individuals who qualify as
20 putative class members during the Class Period who were either currently or formerly
21 employed by Defendant between February 3, 2019 and April 1, 2022.
- 22 11. The terms were memorialized in a memorandum of Understanding (“MOU”) and made
23 subject to the Parties entering into a more comprehensive written settlement agreement.
- 24 12. Thereafter on June 2, 2022, the parties entered into a joint stipulation agreeing to remand
25 the matter back to the present court and to submit to its jurisdiction for oversight and
26 final adjudication of the settlement activities. On June 6, 2022, the action was remanded
27 back to the present, above-captioned state court.

13. On or about May 26, 2023, Plaintiffs filed the operative First Amended Complaint (“FAC”).
14. Pursuant to a Joint Stipulation and Proposed Order, before the September 21, 2023 hearing on the motion for preliminary approval, Plaintiffs will cause to be filed Plaintiffs’ proposed Second Amended Complaint to correspond the defined and Class PAGA periods to those same periods as they are defined in the Settlement Agreement.
15. Prior to initiating the action, I conducted an extensive investigation, including extensive interviews with each of the representative Plaintiffs, reviewing documents provided by Plaintiffs and other publicly-available documents, and conducting legal research on the applicable California Labor Code Sections and the applicable Industrial Welfare Commission Wage Order.
15. Given my experience as a seasoned class action wage and hour, litigator, I believe the proposed Settlement Agreement is a fair and adequate compromise of the monetary relief claims Plaintiffs and the Class Members have raised in this case. A true and correct copy of the Joint Stipulation of PAGA and Class Action Settlement And Release of Claims (the proposed “Settlement Agreement”) is attached hereto as **Exhibit 1**.
16. Based on my investigation and the informal pre-mediation discovery conducted in the case, our analysis of the data produced by Defendant, and the application of appropriate litigation and appeal risks and delay discounts, we determined that the settlement was fair, reasonable and adequately reflects the settlement value of the case.
17. The settlement negotiations were conducted at arm’s length and, although conducted in a professional manner, were robust and adversarial. The Parties went into the mediation session willing to explore the potential for a settlement of the dispute, but each side was also committed and prepared to litigate its position through trial and appeal if a settlement had not been reached. The negotiations were clearly tempered by the efforts of both sides to serve the interests of their clients. Based on the information and record

1 developed through extensive investigation and discovery, Plaintiffs' counsel was able to
2 act intelligently and effectively in negotiating the proposed Settlement.

3 18. Based on my participation in the settlement negotiations, which were hard-fought and
4 conducted in good faith between attorneys with substantial experience litigating class
5 actions and wage and hour cases, and supervised by an experienced and well-regarded
6 mediator, I attest that the Settlement Agreement was the product of a non-collusive
7 settlement process.

8 19. The negotiated Settlement Agreement provides for a Gross Fund Value payment in an
9 amount not to exceed Two Hundred and Fifty Thousand Dollars to resolve both the
10 individual Plaintiff's claims and the Class and PAGA claims. Fifty Thousand Dollars of
11 the GFV has been allocated, subject to the Court's approval - for the aggregate
12 settlement amount of each of the Plaintiffs' separate individual claims.

13 20. The remaining gross benefit to the Class and PAGA members (the "Class and PAGA
14 Settlement") would be worth approximately the sum of Two Hundred Thousand Dollars
15 (\$200,000.00).

16 21. Defendant contests liability, as well as the probability of certification, and is prepared to
17 oppose certification and to vigorously defend against Plaintiffs' claims if the action is not
18 settled. Given the maximum potential damages, as well as the substantial risks entailed
19 by this case, the \$200,000.00 non-reversionary Class and PAGA Settlement sum is
20 within the range of possible approval.

21 22. If this action is not settled it will proceed to trial. I estimate that trial would consume not
22 less than two weeks. Class-wide liability was far from certain due to the fact that the
23 Class is comprised of individuals who were employed by Defendant during the Class
24 Period, but with different day-to-day experiences regarding tasks, assignments, work
25 schedules, and job duties, and specifically with regard to different work-related travel
26 requirements and mileage incurred, daily use and reliance on cell phones, computers or
27 laptops, use and purchase of peripheral switches, necessary for certain class members to
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1 insure all work related government – agency records, files, data and even day to day
2 communications were secure, as well as the internet-WIFI services/ usage and related
3 consequential expenditures incurred, and different work-related expenditures that were
4 incurred and deemed mandatory and/or necessary and incidental to the discharge of their
5 unique job duties, and the lack of reimbursement records maintained by Defendants.
6 Class certification in this action would have been aggressively disputed and was thus, by
7 no means, a foregone conclusion.

8 23. Even if Plaintiffs were to obtain certification and ultimately prevail on the merits, a
9 legitimate controversy exists and Plaintiffs recognize that proving the amount of expense
10 reimbursement due to each individual putative Class Member would be an expensive and
11 time-consuming proposition. There was a significant risk that, if the action was not
12 settled, Plaintiffs would be unable to obtain class certification and thereby not recover on
13 behalf of any employees other than themselves.

14 24. I believe this assessment is shared by counsel for Defendants as well. The outcome of
15 trial, if one is held, is uncertain both as to ultimate liability and as to the value of the
16 recovery if liability is proved.

17 25. I truly believe that the proposed settlement is fair, just, and in the best interest of the
18 Plaintiffs, and putative class and PAGA members under all the conditions and
19 circumstances of this case.

20 26. If approved, the proposed settlement will provide meaningful relief to the putative Class
21 and PAGA members right away. Subject to the Court's approval of deductions, a
22 minimum of \$134,494.68 will be distributed and allocated among the class members;
23 \$9,375.00 to the state of California, as required by Labor Code §2699, for its 75% share
24 of the \$12,500 settlement allocated for settlement of the PAGA claims; Class
25 Representative Service Enhancement payments to the ten Representative Plaintiffs in the
26 amount of \$2,500 each (or a total not to exceed \$25,000.00); Settlement Administration
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costs in the amount of \$10,000; and reimbursement of \$80,000 in attorney's fees (40% of the Class and PAGA Settlement); and actual reasonable costs and expenses.

27. Considering the legal hurdles facing the Class Member's claims, the inherent uncertainty of any trial and the lengthy time before the action could finally be resolved after any appeals, the proposed Settlement Agreement is more than adequate and fair. It is a very favorable settlement providing reasonably fair consideration to the putative class members. No one can forecast with arithmetic accuracy the possible class wide recovery in the action, assuming there is one. The claims and a PAGA award could be whittled down.

28. Throughout the litigation Defendant vigorously disputed the claims. At mediation, evidence produced indicated that individual issues may potentially predominate as it was apparent that some employees, at certain periods of time during the Class Period reimbursed work related expenses and others at other times were not – which implied that violations of Labor Code Section 2802 did not necessarily occur each and every pay period during the defined PAGA Period. Therefore, the original maximum theoretical PAGA penalties is not a realistic probable outcome of the litigation because it did not take into consideration certain of these defenses of Defendant.

29. Moreover, if the claims are certified and proceed to trial on the merits, the trier of fact – whether the jury or the Court – may side with Defendant and return a defense verdict, exposing Plaintiffs to substantial costs. On the other hand, Plaintiffs may successfully fend off attacks on the pleading and defenses raises. Plaintiffs may certify their claims and convince the trier of fact to find liability and return a significant verdict and award of PAGA civil penalties, exposing Defendant to substantial attorney's fees and costs. Under either scenario, the Parties faced significant risks and would have incurred substantial costs to reach a litigated outcome. Measuring these risks against what is on the table, there is no doubt that the proposed settlement is within the ballpark of reasonableness.

1 30. My firm, my attorneys and I have extensive experience litigating class-action and PAGA
2 representative actions in state and federal court. To name a few, we have litigated and
3 appointed as Class and/or lead co-Class Counsel and awarded requested attorney fee
4 awards in the following cases that are currently being litigated or have settled:

- 5 • *David Gardner et al. v. Flair Event Models, Inc. et al.* a misclassification, wage
6 and hour class action before the US District Court – Central District of California,
7 (Case No. 2:16-CV-04371GW(GJSx) (Settled);
- 8 • *Scott Stewart, et al. v. Planet Home Lending, LLC* (Superior Court of the State of
9 California, County of Orange – Civil Complex, Case No. 30-2018-00972671-CU-
10 OE-CJC) involving wage and hour claims of current and former mortgage loan
11 originators. Attorney hourly rates ranging from \$450 for associate counsel to
12 \$900 for senior litigation counsel. (Settled)
- 13 • *Weiss/Rowland/Gomez/Mcelhannon et al. v. CarMax Auto Superstores West, et*
14 *al.* a coordinated class action recently settled wage and hour class action that
15 settled for \$6,518,000.00 before the Placer County Superior Court, Case No. S-
16 CV-0036383. Attorney hourly rates ranging from \$450 for associate counsel to
17 \$900 for senior litigation counsel. (Settled)
- 18 • *Nikolay Popov et al. v. ABC Phones of North Carolina, Inc.* a PAGA
19 representative action before Orange County Superior Court, Case No. 30-202—
20 01147407-CU-OE-CXC Attorney hourly rates ranging from \$450 for associate
21 counsel to \$900 for senior litigation counsel. (Settlement Approved)
- 22 • *Justin Dada et al. v. Cybercoders, Inc.* (Case No. 8:18-cv-01023-JVS-JDE), in which
23 the Court granted a class settlement award of \$1.7 million and \$566,666 in attorneys'
24 fees. (Settled)
- 25 • *Andrew Saad et. al. v. Greenlink Financial, LLC*, a Representative PAGA action
26 before the Orange County Superior Court- Civil Complex, Case No. 30-2018-
27 01021704-CU-OE-CXC (Settled);

- *Lillia Hupp et al. v. Arthur J. Gallagher Service Company, et al.* a wage and hour class & PAGA action before the Orange County Superior Court, Case No. 30-2020—01145295-CU-OE-CXC. Attorney hourly rates ranging from \$450 for associate counsel to \$900 for senior litigation counsel. Settlement Approved.
- *Trevion Sherman et al. v Amazon.com, Service, Inc.* U.S. District Court, Central District, Southern Division, Case No. 8-19-cv-1329-KES;
- *Andrew Impey et. al. v Parsons Transportation Group, Inc.,* a representative PAGA action currently pending before the San Bernardino Superior Court, Case No. CIVSB-2102000;
- *Brooklyn Harmon et al. v. Doubletree Management, LLC,* a wage and hour class action, before the Santa Barbara Superior Court, Case No. 18CV05027 (Settled);
- *Fareh Zoberi, et al. v. Fitness Alliance, LLC dba EOS Fitness, et al.,* a representative PAGA action before the San Bernardino County Superior Court, Case No. CIVDSS2010622 (Settled);
- *David LeKhac v. Walgreens Specialty Pharmacy, LLC,* a wage and hour PAGA representative action, Orange County Superior Court, Case No. 30-2020-01143222-CU-OE-CXC (Settled);
- *Tobin Bell, et al. v Benihana International, Inc. et al. ,* a representative PAGA action before the San Diego County Superior Court, Case No. 30-2020-00036597-CU-OE-CXC (Settled);
- *Alfreda Lewis v. Saks South Coast Leasehold, LLC et al.* before the Orange County Superior Court, Case No. 30-2020-011431164-CU-OE-CXC (Settled);
- *James Herb v. Finney’s Funk Zone, LP,* a representative PAGA action before the Sant Barbara County Superior Court, Case No. 21CV02120 (Settled);
- *Jessica Alvarez v. Old Navy, LLC,* a PAGA representative action before the Alameda County Superior Court, Case No. RG21095677 (action dismissed);

- *Daniel Kelchner v. Jobot, LLC*, a wage and hour class action before Orange County Superior Court, Case No. 30-2020-01161693-CU-OE-CXC (Settled);
- *Wendy Norris et al. v. PIH Health Inc., et al.*, a representative PAGA action, before the Los Angeles County Superior Court, Case No. 19STCV35423 (Settled);
- *Abel Cachola et al. v. CVS Health Corporation et al.* (U.S. District Court, Eastern District of California, Case No. 1:19-at-534 (Settled);
- *Mehran Kharazi v. LA Depositions, Inc.*, Wage and hour misclassification class and representative PAGA action before the Los Angeles County Superior Court, Case No. 21 STSV0401 (Settlement approved);
- *Jennifer Montano et al. v. Forever 21, Inc. et al.* (currently pending before the United States Bankruptcy Court for the District of Delaware (Case No. 19-12122 (KG) involving wage and hour claims;
- *Sarah Wilkey et al. v. PortNewport, Inc. et al.* before the Orange County Superior Court, Case No. 30-2019-01070051-CU-OE-CXC, involving wage and hour claims (Settled)

31. My firm is proud of the work performed in this case. We represented Plaintiffs on a pure contingency basis. The Representative Plaintiffs first contacted our firm in early 2022, with various concerns related to their employment as EHS training specialists with Defendant, their former employer. After a series of thorough initial interviews with each of the Representatives, and a review of the documents they submitted, I undertook a study and review of the legal principles and their application to the claims asserted. Since that time, our firm invested significant hours and costs litigation this case on behalf of Plaintiffs and the represented class and PAGA members.

32. Pursuant to the contingency arrangement with Plaintiffs, W Employment Law is not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because the firm is taking the risk that we will not be reimbursed for our time

1 unless our client settles or wins their case, we cannot afford to represent an individual
2 employee on a contingency basis, if, at the end of our representation, all we are to receive
3 is our regular hourly rate for services. It is essential that we recover more than our
4 regular hourly rate when we win if we are to remain in practice so as to be able to
5 continue representing other individuals in employment disputes. My firm, W
6 Employment Law is a comparatively small firm. Accordingly, cases we are able to take
7 on at any given time is limited. Therefore, the firm has to be extremely selective about
8 the cases it does take. Moreover, there was a certain degree of risk that taking on a
9 representative action case of this size and scope because, it still meant the dedication of a
10 significant portion of my firm's staff and resources and prevented the firm from taking
11 other cases which may have been equally or more remunerative than the present case,
12 Additionally, we have paid all of the costs of the action up front. In view of these facts
13 and circumstances and the clearly defined monetary benefit we obtained for the Class and
14 PAGA members, I believe my request of the 40% fee request is within the accepted
15 ranges. Notably, the attorney's fees portion of the proposed settlement were not even
16 broached during the settlement negotiations at mediation until all of the other material
17 terms of the settlement had been reached. In my experience with contingency cases in
18 employment law cases, the typical percentage negotiated between parties ranges from
19 thirty-five to forty percent in individual litigation. In class action litigation, my
20 experience in my own firm and in working as co-class counsel with other firms has been
21 that the typical percentage negotiated between parties and approved by a court ranges
22 from thirty to forty percent bases on the same factors.

23 33. The regular and customary practice at W Employment Law is for all attorneys to
24 maintain contemporaneous time records setting forth the amount of time spent on each
25 task in each case, with explanatory description s of each task performed. My colleagues
26 and I followed this practice throughout this litigation. To calculate my firm's lodestar for
27 this case, I retrieved all of the time records for this case. Using these computerized time
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1 records, my office derived a summary of timekeeping activities of the attorneys,
2 paralegals and support staff working on this case. My firm's current Lodestar for this
3 action is \$100,200.00. This Lodestar calculation is based on my firm's current billing
4 rates and was prepared from time records regularly prepared and maintained by my firm.
5 The total number of hours reasonably expended on this litigation by my firm is 243.10
6 hours from its inception in March of 2021 to date of this Declaration. True and correct
7 copies of the fee summary reflecting the full contemporaneous timekeeping and billing
8 records (including billing for senior litigation counsel at \$900 per hour; associate legal
9 counsel at \$500 per hour; senior paralegal staff at \$300/hrly; and junior paralegals and
10 support staff at \$150 per hour) for this action to date, are attached hereto as **Exhibit 2-A**.
11 As noted in the accompanying motion, the requested 40% fee award is within the
12 standard range of contingent recoveries in class actions. However, if payment of less
13 than the requested 40% is approved, the unawarded difference will be added to the Class
14 and PAGA Settlement and shall not revert to Defendant.

15 34. As of the date of this Declaration, my firm has incurred actual costs in the amount of
16 \$9,521.88 in this action. The expected costs through final approval are not expected to
17 exceed \$10,000.00. A true and correct copy of the summary of the costs incurred by my
18 firm to date is attached hereto as **Exhibit 2-B**. These costs were reasonable and
19 necessary to prosecute the action to a successful conclusion.

20 35. I believe the efforts of Plaintiffs' counsel have resulted in substantial benefits to the
21 putative class and PAGA members, in the form of a significant settlement fund establish
22 to compensate them for Defendant's failure to reimburse them for work related expenses
23 they incurred during the Class and PAGA periods and for Defendant's violation of the
24 Labor Code. Without our efforts, the alleged violation of Labor Code Section 2802
25 would have gone without remedy.
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1 36. To date, no class has been certified. The Settlement Agreement contains a provision
2 pursuant to which the Parties stipulation to the Court's provisional certification of the
3 proposed Settlement Class, but do so for purposes of this settlement only.

4 37. Plaintiffs contend this case is appropriate for provisional class certification:

- 5 a.) In this case, the approximate 223 putative Class Members are identifiable from
6 Defendant's employment records; and
- 7 b.) The Settlement Class is sufficiently numerous to warrant certification. The
8 Settlement Class is comprised of approximately 223 current and/or former of
9 Defendant's California employees who were employed by Defendant during the
10 Class Period and who do not timely and properly submit a Request for Exclusion/
11 Opt Out form.
- 12 c.) Each of their claims are based upon a common result of Defendant's uniform and
13 common operational policies and practices, resulting in a common violation of
14 law. Plaintiffs and all Class Members allege that Defendant violated the same
15 Labor Code provision of § 2802 and failed to indemnify and reimburse them for
16 expenses they incurred in the discharge of their work duties. Each of them seek
17 the same legal remedies under the same law and statute. Under these
18 circumstances, the commonality requirement is satisfied for purposes of
19 provisionally certifying the Settlement Class for settlement.
- 20 d.) Furthermore, in this case the representative Plaintiffs have also brought claims
21 against Defendant on behalf of themselves and similarly situated aggrieved
22 employees under the PAGA, based on the same claims of identical conduct and
23 harms suffered.
- 24 e.) Each of the named Plaintiffs has been actively involved with the litigation,
25 including but not limited to, communicating with me and members of my firm
26 and support staff throughout the entire course of the lawsuit on the status of the
27 case, providing detailed factual employment history and providing documentation
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1 in support of their claims, each having demonstrated that they will aggressively
2 and competently assert and represent the interests of the proposed putative Class.

3 f.) None of the named Plaintiffs has any apparent conflict that would be adverse to
4 the interests of any of the other putative class members.

5 38. The Parties have agreed to retain ILYM Group, Inc. a company with substantial class
6 action settlement administration experience. I have used several class action
7 administrator companies in the wage and hour class actions I have resolved in the past
8 and believe ILYM Group, Inc. will provide the best service to administer the class
9 settlement . ILYM Group, Inc. has provided a quote for the estimated maximum cost of
10 administering the class settlement in an amount not to exceed \$10,000. A true and
11 correct copy of the ILYM Group settlement administration quote is attached hereto as
12 **Exhibit 3**. We request the Court to approve ILYM to serve as the Settlement
13 Administrator in this action to perform all duties address in the Settlement Agreement.

14 39. A true and correct copy of the proposed **Notice to the Class** is attached as **Exhibit A-1**
15 **to Exhibit 1**, (the Settlement Agreement) attached hereto.

16 40. A true and correct copy of the proposed **Eligible Pay Period Dispute Form** is attached
17 as **Exhibit A-2 to Exhibit 1** (the Settlement Agreement) attached hereto.

18 41. A true and correct copy of the proposed **Request for Exclusion Form/Opt-Out Form** is
19 attached as **Exhibit A-3 to Exhibit 1** (the Settlement Agreement) attached hereto.

20 42. A true and correct copy of the proposed **Objection Form** is attached as **Exhibit A-4 to**
21 **Exhibit 1** (the Settlement Agreement) attached hereto. **Exhibits A-1 through A-4**
22 collectively constitute the proposed Notice packet.

23 43. I respectfully refer the Court to these referenced Exhibits, along with the concurrently
24 filed Declarations of Representative Plaintiffs, Joseph Montague, Michael Dupont, Curtis
25 Moore, Charissee Tabotabo, Renae Hillock, Unini Odaibom, Michael Lathe, Brent
26 Miller, Giancarlo Vellejo, and Benjamin Tacderas, and the accompanying Motion
27 Requesting Preliminary Approval of the Class and PAGA Settlement.
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1 44. The forgoing Declaration of facts are hereby offered to substantiate Plaintiff's request
2 for the Court's preliminary approval of the proposed Class and PAGA Settlement for
3 Conditional Certification of the Settlement Class, for the Court's approval of attorney's
4 fees (in an amount not to exceed \$40% of the Class and PAGA Settlement) appointment
5 of the Class Representatives and Class Counsel, for approval of the Representative
6 Plaintiffs' Service Enhancement Awards and for Approval of Class Notice.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing is
8 true and correct. Executed on August 30, 2023, at Irvine, California.

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11 Jacob N. Whitehead, Esq.