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on behalf of all other similarly aggrieved employees

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

Steven Yetter, on behalf of himself and all
other similarly aggrieved employees,

Plaintiff,

vs.

Select Comfort Retail Corp., a Minnesota
corporation; and Does 1-25, inclusive,

Defendants.

Case No.: SCRDCVCV21-0197881-000

(Assigned to the Hon. Stephen H. Baker, Dept. 3)

**DECLARATION OF STEVEN YETTER IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: April 11, 2022

Time: 8:30 a.m.

Dept.: 3

Complaint Filed: July 29, 2021

Trial Date: June 28, 2022

BY FAX

DECLARATION OF STEVEN YETTER

I, Steven Yetter, declare as follows:

1. I am an individual over the age of 18. I am the named Plaintiff in the above-referenced action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I worked for Defendant Select Comfort Retail Corp. ("Defendant") as a non-exempt hourly employee until about May 21, 2021.

3. Throughout my employment, I regularly received non-discretionary pay such as incentive pay and commissions.

4. During my employment, I regularly worked for 5 hours or more without being provided an off-duty meal break and worked for about 4 hours without being provided an off-duty rest break of at least 10 minutes. I was paid premium compensation in lieu of these missed or late meal and rest breaks; however, the premium pay was paid at the wrong rate of pay. Instead of paying me at my regular rate of pay, which includes all non-discretionary pay factored in, Defendant paid me at my base rate of pay.

5. The correct amount of meal and rest break penalties were not paid to me at the end of my employment.

6. I understand that the claims alleged in this action were brought on behalf of other aggrieved employees. I do not believe I have any interests that are adverse to the other employees that are part of the settlement.

7. I have spent a significant amount of time discussing this matter with my attorneys on many occasions and explaining my understanding of the Defendant's practices. I met with my attorneys to discuss this case and the facts involved, gather document related to this case, review documents, and respond to questions.

8. I have also entered into a general release of all known and unknown claims against Defendant in entering into this settlement.

9. I have reviewed the settlement agreement and I believe that the settlement is in the best interest of all aggrieved employees who are part of the settlement. I believe the

1 settlement to be reasonable and fair, and adequately compensates the aggrieved employees who
2 are part of the settlement for the claims alleged in the complaint.

3 10. I am proud of the result and accomplishment of this lawsuit. I feel that it is a
4 positive accomplishment and understand that other people will benefit because of the actions that
5 I have taken.

6 I declare under penalty of perjury that the foregoing is true and correct. Executed on
7 February ²⁸, 2022, at Seaside, Oregon.

8 DocuSigned by:
9 Steven Yetter
10 C66A1296C2B247
11 Steven Yetter