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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SACRAMENTO**

14 MARIA SEGISMUNDO and DAVID GRAY,
15 individuals, on behalf of themselves and on
16 behalf of all persons similarly situated, and on
17 behalf of the State of California, as a private
18 attorney general,

19 Plaintiff,

20 vs.

21 RANCHO MURIETA COUNTRY CLUB, a
22 California Corporation; and DOES 1 through
23 10, inclusive,

24 Defendants.

CASE NO.: 34-2021-00308730-CU-OE-GDS
[consolidated with case no. 34-2021-
00308737]

**DECLARATION OF DAVID GRAY IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: August 16, 2024
Hearing Time: 9:00 a.m.
Reservation ID # A-308730-002

Judge: Hon. Jill H. Talley
Dept: 23

Date Filed: September 23, 2021
Trial Date: Not set

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DECLARATION OF DAVID GRAY

1 I, David Gray, 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 Approval
4 of Class Settlement and in support of my application for a class representative service payment.

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

7 3. I worked for the Defendant ("Rancho Murieta") from October of 2015 to November of
8 2022 and I was classified by Rancho Murieta as an hourly, non-exempt employee during that time
9 period.

10 4. I retained counsel who are experienced in both class action & PAGA representative
11 action litigation and claims against employers for violations of the California Labor Code. I have
12 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
13 of having any actual or potential conflicts of interest with another member of the class in this case
14 nor am I aware of having any actual or potential conflicts of interest with Apex Class Action LLC,
15 the settlement administrator. I am not aware of any other pending matter or action asserting claims
16 that will be extinguished or adversely affected by this settlement.

17 5. I decided to pursue this class action lawsuit for the benefit of myself and other current
18 and former hourly, non-exempt employees who worked for Rancho Murieta and be a class
19 representative because I felt that my legal rights as an employee and others like me were violated.
20 For example, Rancho Murieta had a policy in place that required me to clock in no earlier than
21 five minutes prior to my shift, and to clock out no later than five minutes after my shift, but I was
22 not compensated for the time I worked between clocking in and the start of my shift, and the end
23 of my shift and actually clocking out. Additionally, I was expected to be in complete uniform at
24 my work station at the start of my scheduled shifts, and ready to perform work, but I was not
25 compensated for the time I spent getting ready to work. I was also required to be available for
26 work during my meal period and rest breaks if my assistance was required. As such, I did not feel
27 like I was really on break. Also, whenever my meal and rest breaks interrupted due to the work
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DECLARATION OF DAVID GRAY

1 demands, I did not receive my meal break or rest break premium payments. I often had to use my
2 cell phone to respond to calls and texts from my supervisors regarding scheduling issues but
3 Rancho Murieta did not reimburse me for the cost associated with using my personal cell phone
4 for these work-related issues.

5 6. This class action case was filed on September 23, 2021. I joined the action as a plaintiff as
6 part of the First Amended Complaint filed on March 14, 2023. Before the complaint was filed I
7 spoke to my attorneys several times and discussed how Rancho Murieta implemented its company
8 policies and procedures. I also assisted my attorneys in their investigation into my claims by
9 providing them documents and answering their questions. I reviewed the complaint before it was
10 filed and after it was filed I was given access to an electronic file sharing program that alerted me
11 via email when important documents were filed so that I could review them and keep up with the
12 developments in the case which I understood was one of my duties as a class representative.

13 7. Even though this action is in the process of settling, I was and remain prepared to perform
14 all the duties of a class representative. I understand that as a class representative I have assumed a
15 fiduciary responsibility to prosecute this class action on behalf of the absent hourly, non-exempt
16 employees who worked for Rancho Murieta during the class period. I have understood that as a
17 fiduciary, I have a duty to prosecute this action for the benefit of the members of the class and
18 surrender any right to compromise the group action for an individual gain.

19 8. I understood that being a plaintiff/class representative in this case meant that I was seeking
20 damages not only for myself but also other hourly, non-exempt employees who worked for
21 Rancho Murieta in California during the class period. I felt that this group of employees were not
22 aware of their labor law rights and even if they were they would probably be apprehensive about
23 speaking up or even simply because of the time, effort and risk involved in filing a class action
24 lawsuit.

25 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
26 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
27 or part of the attorney fees and costs paid by Rancho Murieta to defend this lawsuit. Also, I knew
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1 there was a risk that future employers, if they ever found out about this lawsuit, could hold it
2 against me or downgrade me as a potential hire. As one of the named Plaintiffs in this case it
3 would not be difficult for a future employer to become aware I sued a former employer for labor
4 law violations. Ultimately I decided these risks were worth it and decided to fight for my rights
5 and the rights of others regardless of the risks, time and effort I spent on this case.

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

9 11. A mediation took place on November 29, 2022 with Timothy Del Castillo, an experienced
10 mediator of wage and hour class actions. The mediation did not result in a settlement at that time.
11 After additional discovery and motion work, the parties agreed to settle the action based on a
12 mediator's proposal. I communicated with my attorneys regarding the terms of the settlement
13 which was reached between the parties and understood that I was representing absent class
14 members and therefore wanted the best possible result to be obtained for the class and I believe a
15 very positive result was in fact achieved via settlement.

16 12. I have been actively involved with this class action lawsuit performing the duties
17 described above. Although I did not keep time records, I was in regular contact with my attorneys,
18 reviewed court filings, prepared for and sat for my deposition, and spent a significant amount of
19 time on the issues presented during the lawsuit and in the settlement process. I estimate that I
20 spent approximately 30-40 hours working on this case up until this point. I believe I have been
21 diligent and have done what is expected of a named plaintiff and proposed class representative to
22 date, and will continue to do so. I have and always will maintain the best interest of the class.

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

27 14. I believe I did the right thing by filing this case on behalf of the class who are in line to
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DECLARATION OF DAVID GRAY

1 receive monetary payments as a result of this case and settlement. I also believe that the requested
2 class representative service payment of \$12,500 from the settlement is fair compensation for the
3 work I performed and the risks I undertook.

4 15. As part of the settlement it was necessary for me to sign a general release of all claims I
5 may have against Rancho Murieta. I believe the class representative service payment I have
6 requested provides me with some compensation for this agreed release.

7 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a
8 former employer, the exposure to being responsible for paying Rancho Murieta's costs in the
9 event we did not win the case, the reputational risk that future employers may hold this lawsuit
10 against me, the general release, and in light of the size of the settlement, I believe the request for
11 \$12,500 as a class representative service payment is fair and reasonable.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on Jul 22, 2024, at Fiddletown, CA
(city, state)


David Gray (Jul 22, 2024 09:28 PDT)
David Gray