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

MELISSA MOSS, as an individual and on
 behalf of all others similarly situated,

Plaintiffs,

vs.

SARES REGIS OPERATING COMPANY,
 L.P.; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2021-01201041-CU-OE-CXC

[Assigned for all purposes to the Hon. William
 Claster, Dept. CX104]

**DECLARATION OF MELISSA MOSS IN
 SUPPORT OF PLAINTIFF'S MOTION FOR
 FINAL APPROVAL OF CLASS ACTION
 SETTLEMENT**

Date: May 5, 2023

Time: 9:00 a.m.

Dept.: CX104

Reservation Number: _____

Complaint Filed: May 17, 2021

FAC Filed: August 16, 2021

SAC Filed: June 21, 2022

Trial Date: None Set

DECLARATION OF MELISSA MOSS

I, Melissa Moss, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. This declaration is submitted in support of the Motion for Final Approval of Class Action Settlement and for my request for a Class Representative Payment of \$10,000.00.

3. I worked for Sares Regis Operating Company, L.P. ("Defendant") as a non-exempt, hourly employee until about April 21, 2021. During my employment with Defendant, I was underpaid meal and rest break premium wages. Specifically, I was regularly paid non-discretionary wages such as incentives and bonuses, that were not factored into the regular rate of pay for the purposes of paying meal and rest break premium pay. As a result of the above, I allege that I did not receive legally compliant wage statements and was not paid all wages owed upon separation of employment. Moreover, during my employment I was paid wages via a paycard. I did not give written authorization to receive my wages in this form and was charged a fee to use the paycard. I have been unable to access all monies on the paycard.

4. I understand that this action was brought on behalf of all other employees within the State of California, and thus I am acting as a representative for the Class. As a class representative, I understand that it is my responsibility to act in the Class's best interest and not my own. I agree that I will not put my own interests ahead of that of the Class, and that I will not settle out my claims separately or independently from the Class. I am aware of any conflicts that exist between my interest and the interests of the Class that would impair or affect my ability to serve as representative for the Class.

5. During the pendency of this lawsuit, I was required to provide assistance to my attorneys, including discussing the case with them on numerous occasions and providing them with documents and information. I have spent a significant amount of time in connection with the prosecution of the claims in this lawsuit. I estimate that I spent more than ten hours in connection with this lawsuit. This includes engaging in numerous telephonic discussions with

1 my counsel regarding the case, searching for and providing various documents relating to my
2 claims, including my pay records, reviewing various files and pleadings in this case, including
3 my PAGA letter, the complaints, the Stipulation and Joint Stipulation of Class Action and PAGA
4 Settlement and Release of Claims (“Stipulation” or “Settlement Agreement”), and my
5 declarations. Throughout this case, I have continuously been kept apprised of the status of this
6 case.

7 6. I have discussed the terms of the Settlement Agreement with my attorneys, and
8 based on the information provided, I believe the settlement to be fair, adequate, and reasonable
9 for myself and for the entire Class.

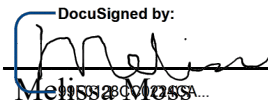
10 7. I am aware in cases like mine, that there is the risk that if I do not win my case,
11 then I could be liable for the fees and costs of Defendant. I accepted that risk in this case, which I
12 understood could be substantial.

13 8. I also understood that filing this lawsuit is a public record and I accepted that
14 burden. Since this lawsuit is a public record, it is something that potential employers can look
15 into, and it may cause a negative impact to my employment prospects.

16 9. In addition, in connection with the settlement, I executed a general release of all
17 claims, known and unknown, including a waiver of Civil Code section 1542. This was not
18 required of other Class Members.

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

21 Executed on this MM day of April 2023, at Rancho Cucamonga, California.

22
23 DocuSigned by:
24 
25 Melissa Moss
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