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Attorney for Plaintiff and all others similarly situated and the general public

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

RORY MASSEY, on behalf of himself and all
others similarly situated and the general public,

Plaintiffs,

v.

MANN+HUMMEL WATER AND FLUID
SOLUTIONS, INC., a Delaware corporation;
MICRODYN-NADIR US, INC., a business form
unknown; and DOES 1 to 100, inclusive,

Defendants

) Case No.: 21CV02965
) Hon. Colleen K. Sterne
) Dept. 5
) CLASS ACTION

) **DECLARATION OF RORY MASSEY
) IN SUPPORT OF MOTION FOR
) CONDITIONAL CERTIFICATION
) AND PRELIMINARY APPROVAL OF
) CLASS ACTION AND PAGA
) SETTLEMENT**

) Date: November 28, 2022
) Time: 10:00 a.m.
) Dept.: 5

) Action filed: July 27, 2021
) Trial Date: Not Set
)

**DECLARATION OF RORY MASSEY IN SUPPORT OF MOTION FOR
CONDITIONAL CERTIFICATION AND PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

1 I, Rory Massey, declare:

2 1. I am an individual currently residing in Lompoc, California. I am over the age of
3 18, and the following is based upon my own personal knowledge. If called to testify, I could and
4 would testify thereto.

5 2. I was employed by Mann + Hummel Water and Fluid Solution and Microdyn-
6 Nadir US, Inc. (hereinafter referred to as “Defendants”) from December 9, 2013 through
7 November 6, 2020 as an equipment maintenance technician.

8 3. I initiated my first contact with Frontier Law Center in approximately January
9 2021. Thereafter, I jointly retained Frontier Law Center and Janelle Carney – Attorney at Law,
10 APC to represent me in the class action and Private Attorney General Act (“PAGA”) action in or
11 about July 2021. I spoke to the lawyers at Frontier Law Center as well as Janelle Carney –
12 Attorney at Law, APC, and their staff regularly through the past fifteen (15) months since
13 retaining them as Counsel.

14 4. I understand that the lawsuit alleges Defendants did not pay wages to hourly
15 employees for all the time that they worked each day due to improper calculation of the regular
16 rate of pay, failing to provide proper meal breaks, including requiring employees to take on-duty
17 meal periods and failing to provide proper off-duty rest breaks off premises. I also understood
18 that the lawsuit alleged that the paystubs provided by Defendants were not compliant with the
19 labor code and that there were allegations that employees who either quit or were terminated
20 from Defendants were not paid all their earnings due to the claims made in the lawsuit.

21 5. While I was employed by Defendants, I was not able to take legally compliant
22 meal breaks due to Defendants’ policy of requiring employees to work through their meals while
23 they remain on site.

24 6. During my employment with Defendants, I was not authorized or permitted to
25 take the two (2) duty-free off premises 10-minute rest periods on my 8-hour shifts. I was
26 regularly required to work through my rest periods in order to complete my duties. I was not
27 allowed to leave the premises while on a rest break.

1 7. I had difficulty understanding the information that was provided to me on my pay
2 stubs. I did receive quarterly bonuses that I do not believe were properly included in the regular
3 rate.

4 8. I believed that the policies of which I complained were the same for all
5 Defendants' hourly production employees. I was able to provide documents and to review
6 documents that were produced in this action including paystubs some policy documents
7 regarding the production bonuses. I believe that the documents that I provided to my counsel as
8 well as documents produced by Defendants verify that Defendants were not properly paying me
9 or other hourly employees. I assisted in all aspects of this litigation, helping to draft discovery
10 which my attorneys sent on behalf of myself and the putative class members, and attending
11 attorney meetings and multiple telephonic conferences in preparation for mediation. I did review
12 documents provided to me by my attorneys and spent numerous hours in discussions about this
13 matter with my attorneys at the Frontier Law Center.

14 9. Despite numerous family obligations and work matters, I have spent 25-30 hours
15 on this case since my initial contact with the lawyers on this matter, nearly two (2) years ago and
16 anticipate more time as the class settlement notice will be mailed shortly. I asked for and was
17 provided all relevant documents and pleadings in this case including the defense position in
18 preparation for mediation. I have reviewed the settlement papers and the payroll, time records,
19 and policy documents that were produced in the litigation and for the mediation session. I was
20 also involved in discussing evidence and the expert exposure provided in advance of mediation.
21 I participated in all calls as requested by counsel.

22 10. I was available on the Zoom call during the mediation on August 25, 2022. I was
23 involved in the settlement negotiations and discussions with Frontier Law Center and Janelle
24 Carney – Attorney at Law, APC. I gave my authorization to negotiate and the parties settled at
25 mediation under the guidance of Steven Mehta.

26 11. I am an adequate representative of the hourly employees. I also believe that I am
27 adequate to represent all class members in the claims that are being certified on a conditional
28 basis as a result of the settlement. My interests are the same as the other hourly employees, as

Defendants utilized one timekeeping system for all hourly employees and one common meal/rest period policy and practice. I have no interests antagonistic to the class. I also believe my attorneys, including co-counsel Janelle Carney – Attorney at Law, APC and Frontier Law Center, are adequate to represent the class. I have always been prepared and willing to remain a class representative through trial in this matter, if necessary.

12. Prior to agreeing to be a class representative, I was asked to sign a Duty of Class Representative and I agreed that I was informed and gladly agreed to accept the following in regard to my role as a class representative:

- a. A class representative represents the interests of all members of the class in the litigation to recover money damages or obtain injunctive relief for the class;
- b. I would and did represent all persons who are similarly situated with respect to a common course of conduct or practice. In other words, all those persons who are affected by the challenged behavior;
- c. A class representative has claims that are typical of those of the class, and thus involve common issues of law or fact;
- d. A class representative always considers the interests of the class just as he would consider his own interests and must put the interests of the class before his own interests. This means that I am a champion of the class or a fiduciary litigant;
- e. A class representative always actively participates in the lawsuit, as necessary, by, among other things, answering interrogatories, producing documents to the defendants and giving deposition and trial testimony if required. I understood that I may be required to travel to give such testimony;
- f. A class representative recognizes and accepts that any resolution of the lawsuit, by dismissal or settlement, is subject to Court approval, and must be designed in the best interest of the class as a whole;
- g. A class representative is not required to be particularly sophisticated or knowledgeable about the subject of the lawsuit. However, a class representative

1 should follow the progress of the lawsuit and should provide all relevant facts to
2 the lawyers for the class. I did follow the progress of the case from the day it was
3 filed until the present;

4 h. A class representative volunteers to represent or champion many other
5 people with similar claims and injuries because of the importance of the case and
6 that necessity that all class members benefit from the lawsuit equally; the savings
7 of time, money and effort should benefit all parties and the Court. Class actions
8 are an important tool to assure compliance with the law even where an individual's
9 losses may be relatively small.

10 13. I also understood that I was acting as a Private Attorney General on behalf of the
11 aggrieved employees and the State of California. I believe that the Class Action Settlement in the
12 gross amount of \$800,000.00 obtained on behalf of the class of approximately 323 class
13 members is excellent in view of the complex and varied issues involved with the case. I took
14 into consideration the strength and weakness of the various claims for all employees and along
15 with my attorneys agreed to the settlement. I was prepared to sit for class trial, PAGA trial, and
16 individual trial if necessary. I strongly support the settlement in this matter. When I was
17 contemplating settlement, I always kept the best interests of the class in mind over my own and I
18 was not willing to settle the matter until I felt it was in the best interest of all class members. I
19 understand that the settlement value is approximately 57% of the reasonable value of the case
20 and believe that this is excellent result. As set forth above, I have been involved with the
21 pleadings, discovery, and the settlement negotiations prior to, during, and after the mediation
22 session. I understand many risk factors that were considered and financial issues that were
23 considered when agreeing to the settlement being presented to the Court. I have every reason to
24 believe that the class members will be excited about the settlement amount and their respective
25 settlement share. Despite the financial hardship that it would have caused me, I was prepared to
26 sit in trial for up to 2-4 weeks, if necessary.

27 14. I have no claim that was antagonistic to the class. I accepted the potential risk of
28 being liable for the opposing parties' costs if we were unsuccessful in this lawsuit. I have

1 accepted the stigma of being a class representative in a class action labor dispute which has
2 affected my future employability with Defendants and in the same industry.

3 15. Furthermore, it is my opinion that my request for a class representative
4 enhancement in the amount of \$7,500.00 is fair, reasonable and adequate. I had legitimate fear
5 that my participation as the lead and sole Plaintiff in this class action and PAGA representative
6 action would result in future issues should I try to work in the same industry. I accepted the
7 potential risk of being liable for the opposing parties' costs if we were unsuccessful in this
8 lawsuit, I will provide the Court with another declaration at the time of Final Approval justifying
9 the request after the Notice period has expired. I do understand that the enhancement amount is
10 not guaranteed and that the requested amount is fair and reasonable in light of my work
11 experience and the fact that I did give up my rights to sue Defendants by signing a general
12 release.

13 16. As part of this class settlement and in exchange for the \$7,500.00 class
14 representative enhancement, I am signing a general release. I also understand that there is not
15 one other employee, current or former that agreed to be a named Plaintiff in this matter. I am
16 aware that many of my former co-workers were afraid to be added to the complaint for fear of
17 retaliation and the inconvenience of being a named plaintiff. Accordingly, I do believe that a
18 \$7,500.00 enhancement is reasonable and fair.

19 17. I support my attorneys' request for fees as I believe the fee request of 33.333% of
20 the gross settlement amount of \$800,000.00 or \$266,666.66. I understand and did provide my
21 written consent on or about July 27, 2021, to the attorney's fee split that provides that Janelle
22 Carney – Attorney at Law, APC and Frontier Law Center will each receive 50% of any fee
23 award as it relates to the class members/aggrieved employees who worked as hourly employees
24 for Defendants during the class periods. I specifically consent to the proposed fee split that
25 would provide fees for each firm as follows:

Janelle Carney – Attorney at Law, APC:	\$133,333.33
Frontier Law Center:	\$133,333.33
Total Fee Request	\$266,666.66

Executed this _____ day of 10/07/22 | 4:45 PDT, 2022 at Lompoc, California.

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