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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

ALLEN JOHNSON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

FS PALO ALTO EMPLOYMENT, INC., a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 21CV389927

(Assigned for all purposes to the Hon. Sunil R.
Kulkarni, Dept. 1)

DECLARATION OF ALLEN JOHNSON IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT

Date: March 2, 2023

Time: 1:30 p.m.

Dept.: 1

Complaint Filed: November 4, 2021

Trial Date: None

DECLARATION OF ALLEN JOHNSON

I, Allen Johnson, 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 FS Palo Alto Employment, Inc. ("Defendant") as a non-exempt employee from about May 17, 2017, to about March 1, 2021.

3. During my employment with Defendant, I was required to undergo check-in and check-out procedures, including COVID temperature checks and screenings. I was not paid for the time spent undergoing the check-in and check-out procedures. As such, I was not paid for all hours worked.

4. I was also required to keep company-issued radios with me and respond to work-related calls throughout the workday, regardless of whether or not I was taking a break. As such, I was unable to take off-duty meal and rest breaks. I was not paid premium compensation in lieu of missed and/or interrupted meal and rest breaks.

5. In addition, due to the underpayment and/or non-payment of wages and meal and rest break premiums, the wage statements I received were inaccurate, as they did not list the correct number of hours worked and all wages owed. Moreover, during pay periods when I earned shift premium and/or double time wages, the wage statements I received did not identify the correct total hours worked.

6. I understand that the claims alleged in this action were brought on a representative basis on behalf of other aggrieved employees who worked for Defendant. I do not believe I have any interests that are adverse to the other employees that are part of the PAGA settlement.

7. I have spent a significant amount of time discussing this matter with my attorneys on many occasions and explaining my understanding of Defendant's practices. To date, I have performed a number of tasks in my role as the representative, including, discussing this case and the facts involved with my attorneys, searching for and providing documents pertaining to the case to my attorneys, reviewing the files and pleadings, including my paystubs, the PAGA letter,

1 the complaints, and the settlement agreement, and responding to any questions from my
2 attorneys on a regular basis. In total, I estimate that I have spent roughly 45 hours in connection
3 with the prosecution of this lawsuit.

4 8. I have reviewed the Joint PAGA Settlement Agreement and Release of Claims
5 and I believe that the settlement is in the best interest of all aggrieved employees who worked for
6 Defendant. I believe the proposed settlement is reasonable and fair, and adequately compensates
7 the employees for the violations alleged in the complaint.

8 9. I am aware and have been aware from the inception of the case, that there is the
9 risk that if I do not win my case, then I could be liable for Defendant's litigation costs. I accepted
10 that risk in this case.

11 10. I also understood that filing this lawsuit is a public record and I accepted that
12 burden. As such, I risked my future employment in order to bring this action. Moreover, this
13 lawsuit, which is a public record, is something that potential employers can look into, and which
14 may cause a negative impact of my employment prospects.

15 11. Additionally, in connection with the settlement, I also executed a general release
16 of any and all claims, known and unknown, including a waiver of Civil Code § 1542, which was
17 not required of other individuals.

18 12. I am proud of the result and accomplishment of this lawsuit. I feel that it is a
19 positive accomplishment of this lawsuit and understand that other people will benefit because of
20 the actions that I have taken. I feel that I took upon myself the risk of this lawsuit and achieved a
21 result for my other former co-workers who did not have to file suit.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct. Executed on February 1st, 2023, at watsonville, California.

24 DocuSigned by:

Allen Johnson

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Allen Johnson