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Attorneys for Plaintiffs
AARON HALLUM and AMY RAMOS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

AARON HALLUM and AMY RAMOS, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

FCA US, LLC, doing business as FIAT
CHRYSLER AUTOMOBILES, a Delaware
Corporation; and DOES 1-50, inclusive,

Defendants.

AND CONSOLIDATED ACTIONS.

Case No. CIVDS1936782

Assigned to: Hon. Joseph T. Ortiz
Dept.: S17

**DECLARATION OF PLAINTIFF AARON
HALLUM IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: January 22, 2024
Time: 1:30 p.m.
Dept.: S-17

Complaint Filed: December 5, 2019
CMC: January 22, 2024
Trial: Not Set

1 I, Aaron Hallum, declare as follows:

2 1. I am an individual over the age of 18, and one of the named Plaintiffs in this
3 putative class action against my former employer, Defendant FCA US, LLC doing business as
4 FIAT CHRYSLER AUTOMOBILES (“FCA”). I have personal knowledge of all the facts in this
5 declaration and, if asked, I would testify to these facts under oath in court.

6 2. I was an hourly non-exempt employee for FCA from 2015 through 2018. I
7 primarily worked as a non-exempt warehouse worker at FCA’s Ontario, California warehouse
8 location. In this role, I was responsible for picking and sorting parts in the warehouse and loading
9 parts onto trailers. I typically worked 5-6 days per week, and over 40 hours in a week.

10 3. On December 5, 2019, I filed a Class Action Complaint in San Bernardino
11 County Superior Court entitled *Aaron Hallum v. FCA US, LLC, doing business as Fiat Chrysler*
12 *Automobiles*, Case No. CIVDS1936782 (the “Action”). On February 13, 2020, I filed a separate
13 representative action complaint against Defendant in San Bernardino County Superior Court,
14 titled *Aaron Hallum v. FCA US, LLC, doing business as Fiat Chrysler Automobiles*, Case No.
15 CIVDS2004634 (the “PAGA Action”).

16 4. I understand that on September 8, 2021, Plaintiff Amy Ramos also filed a class
17 action complaint against Defendant in San Bernardino County Superior Court, titled *Amy Ramos*
18 *v. FCA US LLC*, Case No. CIVSB2125996.

19 5. On March 20, 2023, I understand that my counsel filed an amended complaint in
20 my case which combined Ms. Ramos’s case and my cases.

21 6. I contend that, during my employment, Defendant failed to pay all wages owed;
22 failed to provide all lawful meal periods; failed to authorize and permit all lawful rest periods;
23 failed to timely pay wages owed upon separation from employment; and failed to furnish
24 accurate itemized wage statements. This was true for myself and my fellow Class Members.

25 7. I believe my situation is similar and has been similar to all other non-exempt
26 employees like me who worked for Defendant during the time period involved in this case. I believe
27 my claims as alleged in the amended complaint against Defendant for failure to pay wages owed,
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1 including overtime; failure to provide lawful meal periods; failure to authorize and permit lawful
2 rest periods; failure to timely furnish accurate itemized wage statements, unfair competition, failure
3 to pay all wages owed upon separation from Defendant's employment, and other related claims in
4 accordance with the California Labor Code and related provisions are typical of the other Class
5 Members and that I can represent my fellow employees in our common claims. I believe that
6 Defendant applied similar policies, practices, schedules and workload requirements to us all and
7 treated me and all the other Class Members similarly. I also understand that I have sought penalties
8 on behalf of the State of California for some of Defendant's violations of the California Labor Code.

9 8. I understand that, as a Class Representative, I have a duty to look out for and
10 protect the interest of the Class as a whole. I do not believe, nor do I have any reason to believe,
11 that my interests in this lawsuit are in conflict or in any way antagonistic to the interests of those
12 of my fellow Class Members.

13 9. To the contrary, I believe that my interests have been and continue to be in alignment
14 with the Class Members, and I am willing to continue to pursue their class claims against Defendant
15 in this litigation if the Court does not approve the Settlement. However, I believe that this
16 Settlement is an excellent result for the Class Members and should be approved. I do not believe
17 that I have any interests which are against the interests of the Class Members, and I will continue to
18 do what is best for all the Class Members rather than myself.

19 10. I believe the Settlement obtained in this case on behalf of the Class is fair and
20 sufficient and reasonable in view of the facts I know and have been made aware of by other
21 employees like me, and due to the risk of going through further litigation. Without waiving any
22 privilege, Class Counsel and their staff explained all the Settlement terms to me, including the fees
23 and costs and service payment requests and answered any questions that I had.

24 11. I am aware of the major deal points of the Settlement Agreement including the
25 non-reversionary Gross Settlement Amount ("GSA") of \$3,825,000 and the deductions
26 therefrom, including up to one-third of the GSA for attorneys' fees (\$1,275,000.00), actual
27 litigation costs of no more than \$60,000.00, the service awards totaling \$20,000.00 (\$10,000 to
28 each of the named Plaintiffs), settlement administrator expenses estimated to be up to \$6,250.00,

1 and a payment to the LWDA in an amount of \$75,000.00 (representing 75% of the PAGA
2 Settlement Amount). In my opinion, the Settlement is fair, adequate, and reasonable and is in
3 the best interest of the Class. I support the approval of the Settlement and ask that the Court to
4 grant approval.

5 12. As one of the named Plaintiffs in this action, I provided significant assistance to
6 Plaintiffs' Counsel in this case. Among other things, I provided factual background for the
7 mediation and Complaints; spoke with other potential class members about their experiences
8 working for Defendant; reviewed the Complaints; provided documents about Defendant's
9 compensation plan; participated in phone calls to discuss litigation and settlement strategy; kept
10 informed on what was going on in the case; assisted my attorneys with investigation and
11 discovery; assisted with mediation preparation; made myself available for the full-day
12 mediation; and reviewed the settlement documents. At no time did I ever have a guarantee of
13 any personal benefit as a result of this case. On the contrary, I assumed significant risk in
14 bringing this litigation — namely, had I lost, I could have been ordered to pay Defendant's
15 costs.

16 13. It is my understanding that based upon my industrious efforts as a named Plaintiff
17 in this action, I am eligible for something called a Class Representative Service Payment. I
18 understand Class Counsel will request that I be awarded an Service Payment of \$10,000 for my
19 efforts as Class Representative, and that this additional payment is not guaranteed and must be
20 approved by the Court. I believe the requested Service Payment is fair and reasonable based
21 upon the excellent result achieved for the Class Members and because of the many tasks I have
22 performed on their behalf.

23 14. I also believe the requested Class Representative Service Payment is fair and
24 reasonable because my decision to accept the risk of being a Class Representative in a class
25 action under the Labor Code may affect my future ability to get other jobs. In addition, as a
26 Class Representative, I am releasing Defendant of not only those claims released by the Class
27 Members but all known or unknown claims I may have against the Defendants. I voluntarily
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1 assumed these big risks and the case would not have been brought or maintained without me. I
2 believe the Class Members, who might not even be aware of their rights if not for this class
3 action, will substantially benefit by resolution of their claims against Defendant for the Gross
4 Settlement Amount of \$3,825,000.

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

7 Executed on 12/22/2023 in San Bernardino County, California.

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9 DocuSigned by:
AB Hallum

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