

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney S. Castillo-Johnson (State Bar #343881)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiff SUKHRAJ KAUR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

SUKHRAJ KAUR, an individual, on behalf
of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

ACES 2020 I, LLC, a Delaware limited
liability company (fka Comprehensive
Educational Services, Inc.); ACES 2020, LLC,
a California limited liability company (fka
Comprehensive Educational Services, Inc.);
and DOES 1 through 50, inclusive,

Defendants.

Case No. MSC20-02482

**DECLARATION OF SUKHRAJ KAUR IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: December 8, 2022
Time: 9:00 a.m.

Judge: Hon. Edward G. Weil
Dept.: 39

1 I, SUKHRAJ KAUR, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion
4 for Final Approval of Class Action and PAGA Settlement and in support of Plaintiff's Motion for Class
5 Counsel Award and Class Representative Award. I have personal knowledge of all the facts stated
6 herein. I could and would competently testify under oath to these facts in court if requested to do so.

7 2. I retained Class Counsel in June of 2020 and filed the lawsuit in November of 2020. I
8 filed the case on behalf of myself and a class of all persons who are or previously were employed by
9 Defendant in California and who were classified as non-exempt employees during the period from April
10 6, 2016 to December 31, 2021.

11 3. I work for Defendant as a non-exempt employee, paid on an hourly basis and was entitled
12 to bonuses, legally compliant meal and/or rest periods, and minimum, regular, and overtime wages for
13 all hours worked, in Contra Costa County, from September of 2018 to January of 2020.

14 4. I filed the case because I believed my rights as an employee were violated by Defendant
15 and also the rights of other employees that worked for Defendant. Among other claims, I believe
16 Defendant failed to pay for all time worked, failed to provide compliant meal and rest periods, failed to
17 reimburse mandatory business expenses, failed to furnish accurate itemized wage statements, and failed
18 to pay all wages upon separation.

19 5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with
20 my attorneys. We discussed my work experience and how company policies were applied to me and
21 other employees. I provided the attorneys with documents they requested. We reviewed the documents
22 together and asked and answered many questions regarding my experience working for Defendant, the
23 litigation process, and about class actions generally.

24 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
25 and as proposed a Class Representative. I understood that pursuing this action as a class action rather
26 than merely seeking my individual claims substantially increased the risk to me. Those risks included
27 the possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action if
28 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by

1 the attorneys and the Court because I needed to prove that I was an adequate class representative.
2 Further, I understood that I would lose some autonomy over my individual claims that I could not make
3 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
4 of the Settlement Class in mind.

5 7. I also understood that the pursuing this litigation created a very public record of my
6 grievances with Defendant which produced the risk that a future employer could hold it against me that
7 I sued a former employer.

8 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
9 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to
10 receive from this settlement. My attorneys explained to me that the net settlement value of my individual
11 claims may be greater than my ultimate recovery from the net class settlement amount.

12 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
13 I believed violations occurred and most employees would not know what their rights are and even if
14 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

15 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
16 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
17 because I wanted to keep up with developments in the case which I understood was one of my duties as
18 a class representative.

19 11. **Review and Approval of Settlement:** A mediation was held on September 14, 2021.
20 Even though I could not attend, I was available by telephone to speak with my attorneys and did speak
21 with them regarding the mediation before it took place, as well as during the mediation itself. I also
22 spoke with my attorneys after the mediation which ended without a settlement. I kept in contact with
23 my attorneys over the next several months while they continued settlement negotiations. I spoke with
24 my attorneys again when the mediator made his mediator's proposal several months after the mediation,
25 which was ultimately accepted. I was very satisfied with the terms of the settlement that was agreed to
26 by the parties. I reviewed and signed the Memorandum of Understanding on January 12, 2022, and
27 when the settlement papers were ready, I again spoke with my attorneys and reviewed the settlement
28 agreement which I signed on April 1, 2022.

1 12. **Broad General Release:** I understand that the Class Representative Service Award is
2 intended, in part, to compensate me for my release of the Released Class Claims. Additionally, unlike
3 the other Class Members, I also granted Defendant and the Released Parties a broad general release and
4 waiver of claims pursuant to California Civil Code section 1542 and released Defendant and all
5 additional Released Parties from any and all claims arising out of the Action, as well as additional claims
6 described in the Individual Settlement Agreement and claims alleged in the DFEH Complaint No.
7 202012-12073614 dated December 14, 2020.

8 13. **Participation:** Since I retained Class Counsel approximately twenty-nine months ago, I
9 have been actively involved with this class action lawsuit performing the duties described above. While
10 I did not keep formal time records, I was in regular contact with my attorneys, attended hearings,
11 reviewed important court filings, and spent considerable time on the issues presented during the
12 litigation and in the settlement process. I estimate that I spent approximately 15 hours working on this
13 case.

14 14. Also, my attorneys explained to me that the settlement process involved a two-step review
15 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
16 and paid. I knew this process also involved notifying all class members of the settlement terms and of
17 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
18 settlement.

19 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
20 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
21 that the requested Class Representative Service Award in the amount of \$5,000 from the settlement is
22 fair compensation for the (1) the broad general release I executed, (2) the work I performed, (3) the
23 sacrifices made not pursuing this case individually, and (4) the risks I undertook.

24 16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
25 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendant's
26 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
27 for \$5,000 as a service award is fair and reasonable.
28

17. Further, I support my attorneys' application for a Class Counsel Award in the amount of \$596,666.66, comprised of \$571,666.66 for attorneys' fees (one-third of the Gross Settlement Amount) and up to \$25,000 for reimbursement of actually incurred litigation expenses.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on Nov 10, 2022, at American Canyon, California.

By: Sukhraj Kaur
SUKHRAJ KAUR