

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Kwanporn “Mai” Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
Shaelyn A. Stewart (State Bar No. 335149)
Shaelyn.Stewart@webberlawgroup.com
WEBBER LAW GROUP
1610 R. Street, Suite 300
Sacramento, California 95811
Telephone: (916) 588-0683

Attorneys for Plaintiff and the Class

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

SPENCER NORMAN, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

B & H GLOBAL MARKETING, LLC, a
California limited liability company;
GOLDEN STATE CRUSHING, a
business organization, form unknown; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 34-2022-00314707

**DECLARATION OF SPENCER NORMAN IN
SUPPORT OF PLAINTIFF’S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: December 1, 2023

Time: 9:00 a.m.

Dept.: 27

Complaint Filed: January 26, 2022

Trial Date: None

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I, Spencer Norman, 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 I am competent to testify I could and would do so competently.

2. I worked for Defendants B&H Global Marketing, LLC and Golden State
ng (“Defendants”) as a heavy equipment operator from about August 30, 2021, until about
ber 15, 2021. During my employment with Defendants, I was a non-exempt employee
s paid on an hourly basis.

3. During my employment with Defendants, I was not provided with off-duty meal and rest breaks. More specifically, I was required to remain on work premises and carry a radio during my breaks. I was required to respond to incoming calls during my breaks, subject to an immediate return to work. In addition, I was not paid the additional premium compensation for missed meal and rest breaks, either at the time owed or at the end of my employment.

4. Furthermore, I was not issued accurate pay stubs during my employment with [REDACTED] ants. In this regard, the pay stubs did not identify the complete address of the employer, [REDACTED] y showed a partial address for the employer that identified only the city, state, and zip

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 assistance/prosecution of the claims in this lawsuit. I estimate that I spent approximately 22 hours in connection with the assistance/prosecution of the claims in this lawsuit, including time spent in numerous telephonic discussions with my counsel regarding the case, searching for and reviewing various documents relating to my claims, including my pay records, and reviewing the case files and pleadings in this case, including my PAGA letter, the complaint, the Settlement Agreement, and my declarations. Throughout this case, I have continuously been kept apprised of the status of this case.

6. I understand this action was brought on behalf of all other similarly situated employees of Defendants in California, and that I am acting as a representative for the Class. As the Class Representative, I understand that it is my responsibility to act in the best interests of the Class and not my own. I agree that I will not put my own interests ahead of that of the Class. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the Class that would impair or affect my ability to serve as representative for the Class.

7. I have been and continue to be willing to assist in the investigation of this matter as well as make myself available for any further proceedings in this matter as required to represent the interests of the Class. I also understand my duties and responsibilities to the proposed Class and will carry out those duties as necessary.

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

9. I understand that I could have been liable for Defendants' legal costs had Defendants prevailed. I also understand that this lawsuit was filed in the public court records, which may affect my ability to obtain future employment.

10. In connection with the settlement, I also executed a general release of any and all claims, known and unknown, including a waiver of Civil Code § 1542, which I understand was not required of other Class Members.

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

Executed on this 22 day of October 2023, at Sacramento, California.

John R.

ID t8wmN7dqC3SZNdq9mvKMXkxe

Spencer Norman

eSignature Details

Signer ID:	t8wmN7dqC3SZNdq9mvKMXkxe
Signed by:	Spencer Norman
Sent to email:	MLJautodetail@yahoo.com
IP Address:	172.58.39.105
Signed at:	Oct 22 2023, 9:27 am PDT