

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff ARNOLD SERRANO
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

ARNOLD SERRANO, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

COOL TIME, LLC, a California Corporation;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 34-2021-00312356

*Assigned for All Purposes to Hon. Lauri A. Damrell,
Department 28*

CLASS ACTION

**DECLARATION OF ARNOLD SERRANO IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. 2708254

Date: March 17, 2023

Time: 9:00 a.m.

Dept.: 28

Judge: Hon. Lauri A. Damrell

Filed: December 8, 2021

FAC Filed: February 10, 2022

Trial Date: None Set

1 I, Arnold Serrano, declare:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support
4 of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendant Cool Time, LLC ("Defendant") from approximately August 1,
6 2020, to August 13, 2021, as a non-exempt employee. I was subject to all of Defendant's policies and
7 practices that have been alleged as unlawful in the Complaint and the notice sent to the Labor and
8 Workforce Development Agency, including the following: failure to pay overtime, failure to pay
9 minimum wages, failure to provide accurate wage statements, failure to timely pay final wages, failure
10 to provide meal and rest periods or pay premiums in lieu thereof, and failure to reimburse expenses.

11 3. I have actively participated in the litigation of this case for the benefit of all Class
12 Members. Prior to obtaining an attorney, I researched attorneys and called several offices trying to find
13 a quality attorney to handle the claims. I gathered documents and all the information I could in order to
14 have an informed discussion with the attorneys about the claims and make sure they understood what
15 the claims were about. After securing Shimoda & Rodriguez Law, PC, I continued to be actively
16 involved in the case to help ensure a positive outcome.

17 4. My attorneys explained to me the risks and benefits of bringing a class action and a
18 claim under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a
19 class and PAGA action meant that it would take substantially longer than pursuing my claims
20 individually, whether in Court or with the California Labor Commissioner, and that I risked getting
21 nothing in the end, but I believed it was important to make sure that Defendant followed the law for
22 everyone. I understood that I took on the risk, both professionally and financially, in pursuing the case
23 as a class and PAGA action rather than pursuing my claims individually. As a Class Representative, I
24 also took on the risk of having to pay Defendant's costs if we were unsuccessful in bringing our claims.

25 5. During the course of this litigation, I have given detailed accounts of all the facts related
26 to my employment. I provided my attorneys with extensive documentation that I believe supported the
27 claims brought against Defendant, including emails, employer policies, and approximately 374 text
28 messages with my managers and supervisors that addressed issues raised in the litigation. I also

1 provided witness information, so they could obtain declarations to help vet the claims. I met with and
2 assisted my attorneys in understanding these documents and providing context for Defendant's payroll
3 process as it applied to me and how I believed it applied to Defendant's other employees. I worked at
4 multiple job sites during my employment, so I was able to discuss the similarities of the wage and hour
5 policies and practices among all Class Members.

6 6. The work I performed for this case included an extensive review of documents and
7 payroll practices to show and explain to my attorneys what was happening and why I thought it was
8 unlawful. For example, one of the allegations we made was that there was a significant amount of time
9 spent on “on call” assignments and off -the-clock work during weekdays and weekends that Defendant
10 assigned to me and Class Members. I spent time explaining the assignments, how those assignments
11 compared to the written policies and practices Defendant maintained and walked through numerous
12 examples and comparison of time records, corresponding paystubs, and text messages covering the
13 same period to reconstruct the pay practices at issue in this case. This became more intense and
14 involved as we had to address the arguments and factual assertions that Defendant and its counsel were
15 making in response to our allegations. I believe the review helped show where there was (or was not)
16 consistency between Defendant’s stated policies, practices, and our claims. This was very important as
17 it helped not only the claims of failure to pay overtime, failure to pay minimum wages, and failure to
18 reimburse expenses claims, but also claims related to meal and rest breaks, waiting time penalties,
19 failure to provide accurate wage statements, and derivative PAGA claims.

20 7. I participated in the negotiations and settlement discussions in this case, speaking with
21 my attorneys to answer questions, provide any additional information needed to assist the negotiations,
22 and discussing the potential terms of the Agreement to evaluate its adequacy. The negotiations took
23 place over an extended period of time and always included further review of the facts and documents to
24 counter something Defendant was asserting. Throughout the course of this litigation I have asked
25 questions when I needed clarification about various aspects of this case to make sure there were
26 continually steps taken to advance the interests of Class Members.

27 8. Although I have already spent a substantial amount of time on this case and assisting my
28 attorneys, I expect the amount of time I spend on this case will increase if preliminary approval is

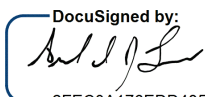
1 granted because Class Members will likely reach out to me about the Settlement and the process for
2 receiving payment.

3 9. I have not received any benefits as a result of filing this lawsuit. I have, however,
4 experienced substantial burdens as a result of filing the lawsuit that other Class Members were not
5 subject to. For example, in bringing the lawsuit, I assumed the risk of having to pay Defendant's costs
6 if the Court or jury rules against us on the claims. My understanding is that this is a substantial risk
7 because the costs associated with litigation, in general, are very high and this cost is multiplied many
8 times over in complex litigation like class actions. I have spent a substantial amount of time in this
9 case, securing a monetary benefit for many individuals who have not had to do anything whatsoever to
10 have the opportunity to receive it. I have been employed full time during the majority of the time this
11 case has been pending. As a result, the time I have spent on this case has to occur during my lunch
12 and/or breaks times, after hours, and on my days off. This is particularly challenging because I have
13 children who participate in sports after their school and I had to drive them to practice while at the same
14 time working in assisting my attorneys in this case. Rather than spend this time with friends and
15 family, I have spent this time for the benefit of Class Members. Also, I have experienced a lot of stress
16 as a result of this litigation.

17 10. I have reviewed the final Joint Stipulation of Class Action and PAGA Settlement and
18 Release, discussed the terms with my attorney, and asked my attorney any questions I had. I believe
19 the terms of the Settlement and allocations are fair and reasonable given the facts of the case.

20 11. I understand that any Class Representative Enhancement Payment I may receive is for
21 my participation as a Class Representative and it is not contingent on my support or approval of the
22 Agreement.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24 true and correct. Executed on 2/17/2023 in Yuba city, California.

25
26 DocuSigned by:

27 2FEC0A176EDD485...
28 Arnold Serrano