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Attorneys for Plaintiff,
 HEA YON SUZZIE DORN, on behalf of herself and all other similarly situated employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

HEA YON SUZZIE DORN, on behalf of
 herself and all similarly aggrieved
 employees,

Plaintiff,

v.

CENTRAL COAST FEDERAL CREDIT
 UNION; and DOES 1 through 50, inclusive,

Defendants.

Case No. 22CV000335

(Assigned to the Honorable Thomas W. Wills,
 Dept. 15)

**DECLARATION OF HEA YON SUZZIE
 DORN IN SUPPORT OF PLAINTIFF'S
 MOTION FOR FINAL APPROVAL OF
 CLASS ACTION SETTLEMENT**

Date: March 8, 2024

Time: 8:30 a.m.

Dept.: 15

Complaint Filed: February 3, 2022

Trial Date: Not Set

DECLARATION OF HEA YON SUZZIE DORN

I, Hea Yon Suzzie Dorn, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I was employed by Defendant Central Coast Federal Credit Union ("Defendant") as a non-exempt employee from about June 6, 2005, until about January 7, 2022.

3. During my employment, I regularly worked shifts of 5 hours or more without being provided an off-duty, uninterrupted meal break of 30 minutes. I also regularly worked shifts of about 4 hours without being provided an off-duty, uninterrupted rest break of about 10 minutes. I did not receive compensation in lieu of these missed or interrupted breaks.

4. As part of my compensation, I regularly received non-discretionary incentive payments. However, these incentive payments were not factored into the regular rate of pay during periods when I received overtime wages or sick pay. As such, I believe I am owed additional overtime and sick pay. These wages were not paid to me at the time or earning or upon my separation of employment.

5. In addition, during my employment I was regularly required to use my personal cell phone for work purposes. I was not reimbursed for the costs of using my cell phone.

6. As a result of the above, I understand that the wage statements I received were incorrect.

7. During the pendency of this lawsuit, I was required to provide assistance to my attorneys, including meeting with them and providing them with documents and information. I have continuously been kept apprised of the status of this case.

8. I understand that the class claims alleged in this action were brought on behalf of all other non-exempt hourly employees in the State of California, and I am acting as a representative for the Class. As the Class Representative, I understand that it is my responsibility to act in the Class's best interest 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

1 between my interest and the interests of the Class that would impair or affect my ability to
2 serve as representative for the Class.

3 9. I have done my best to represent the interests of the employees by helping my
4 attorneys to the best of my ability. Since I became a plaintiff in this case, I estimate that I have
5 spent approximately thirty (30) hours in my role as class representative. To date, I have
6 performed a number of tasks in my role as class representative. This includes the following:
7 (a) reviewing documents produced with my attorneys; (b) providing my attorneys with
8 information and documents; (c) attending meetings and telephonic conferences with my
9 attorneys and their staff regarding the lawsuit; (d) preparing several declarations as required;
10 (e) preparing for mediation; (f) reviewing and executing the Memorandum of Understanding;
11 (g) reviewing and executing the Joint Stipulation and Settlement of Class Action Claims; and
12 (h) keeping aware of case developments.

13 10. Based on my understanding of the case, I am of the opinion that settlement for
14 the consideration and on the terms set forth in the Settlement Agreement are fair, reasonable,
15 and adequate and is in the best interests of the Class.

16 11. I am aware and have been aware from the inception of the case, that there is the
17 risk that if I do not win my case, then I could be liable for Defendant's litigation costs. I
18 accepted that risk in this case. I also understood that an individual case would have resolved
19 much faster than a class action and involved much less financial risk than a class action.
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1 12. I understood that filing this lawsuit is a public record. Because this lawsuit is a
2 public record, I realized that I was putting myself in a position where I could be viewed by
3 potential employers as a problem employee because I was suing my former employer. I was
4 aware that by being named in the lawsuit I could potentially not be hired in the future if it was
5 found out that I was suing my former employer. Regardless of my fears, I continued with the
6 case and dedicated my time and effort to helping with the prosecution of this case.

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

9 Executed on this 13 day of February 2024, at Marina _____, California.

DocuSigned by:



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Hea Yon Suzzie Dorn