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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ELIZABETH ANN O'REILLY, on behalf
of the general public as private attorney
general,

Plaintiff,

vs.

REEL SECURITY CALIFORNIA, INC., a
California Corporation; and DOES 1-50,
inclusive,

Defendant.

Case No: 22STCV06095
Hon.: HON. MONICA BACHNER
Dept.: 7

**DECLARATION OF JOSE
CERVANTES IN SUPPORT OF
PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

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1. I am the named Plaintiff in the above-entitled action.
2. I make this declaration on the basis of personal firsthand knowledge unless another source of information or belief clearly appears from the context, and as to all such matters, I believe them to be true. If called as a witness, I could and would readily and competently testify to all matters stated below.
3. I worked for REEL SECURITY CALIFORNIA, INC. (“Defendant(s)”) during all times relevant to this Action.
4. Since retaining my attorneys, Solouki | Savoy, LLP, I have actively participated and assisted my lawyers with the prosecution of the claims. Among other things, I have provided relevant documents to my attorneys, helped them understand these and other employment documents produced by Defendant, met with them on numerous occasions, met with and interviewed other former employees of Defendant with my attorneys, participated in settlement discussions, provided information regarding other potential witnesses, and responded to informal written discovery. I have maintained regular contact with my attorneys, by telephone and in person, to keep myself informed of the developments in the case. I made sure that I understood what was going on in the case, as well as the relevant laws, to the best of my ability, so that I could make informed decisions on behalf of myself and other aggrieved employees.
5. Once the Complaint was drafted, my attorneys had me review the allegations for accuracy. At times, I would have questions, and would need to set up a call to have my questions answered as part of the review process. This involved phone calls with my attorneys as well as responding to emails and text messages to provide clarifying information to assist with revisions of the Complaint. This took several hours of my time. I had at least five such telephone conversations with my attorneys for more than one hour each time.
6. My attorneys also had me review other documents which were either filed with the Court or necessary to litigate and eventually settle this matter. These included the Complaint and pleadings, the PAGA Letter to the Labor and Workforce Development Agency, and the

1 Settlement Agreement. These required me to review these documents and confer with my
2 attorneys about the accuracy of allegations to allow me to ask questions and clarify my
3 understanding of the documents.

4 7. I have been actively throughout this entire lawsuit. The time spent on this case can be
5 summarized as follows: (1) approximately 4-hours speaking to my attorneys discussing my
6 experience working for Defendant, the location where I worked, my schedule, including how
7 shifts were actually handled (i.e. start and end times, schedules for breaks), the work I performed
8 while working for Defendant, meal and rest break policies, including how breaks were taken,
9 how frequently, and any interruptions caused by work requirements, and other policies and
10 practices I experienced as an employee of Defendant; (2) approximately 3-hours collecting and
11 gathering documents that I received while working for Defendant; (3) approximately 3-hours
12 answering questions in preparation for settlement discussions; (4) approximately 8-hours being
13 available and participating in settlement discussions telephonically; (5) approximately 6-hours
14 collectively speaking to my attorneys throughout this lawsuit calling my attorneys and speaking
15 to them about the progress of the case; (6) approximately 2-hour discussing the proposed
16 Settlement terms and the motion for preliminary approval with my attorneys – all of which
17 culminates to about 26 hours spent on this case. Accordingly, I believe I am an adequate named
18 plaintiff.

19 8. It is my understanding that the Incentive Payment is intended to compensate me, as the
20 Named plaintiff, for all the work I did on behalf of the Aggrieved employees and other aggrieved
21 employees, and in order to confer a benefit to the Aggrieved employees. I believe I did confer a
22 benefit to the aggrieved employees by bringing this lawsuit, in that, this lawsuit resulted in a gross
23 settlement of \$250,000.00. The settlement will result in the aggrieved employees receiving
24 proportional disbursements from the settlement as reimbursement and statutory penalties that they
25 are entitled to for the wage and hour violations alleged in the Complaint. Therefore, I should be
26 fairly compensated for my time and effort. Without my participation as the sole named plaintiff in
27 this action, there likely would have been no one else to step forward to sue Defendant for what I
28 believe to be unlawful conduct. I believe the Incentive Payment in the amount of \$10,000.00 is a

1 reasonable and fair amount of compensation, given my extensive participation and the amount of
2 time and energy I expended in pursuit of this lawsuit.

3 9. I fully realize(d) the risks that I would be taking by pursuing this action as a named
4 plaintiff and proposed named plaintiff. I understand that I face(d) significant risk with respect to
5 my future employment opportunities, since filing a public lawsuit related to my prior employment
6 could affect my ability to obtain jobs in the future. My future employers might conduct a
7 background check on me or find out about my participation in this lawsuit against a previous
8 employer, which could prevent me from being hired.

9 10. I also know that as a named plaintiff I bear the substantial risks that the absent aggrieved
10 employees do not face. I understand that, if Defendant prevailed in this lawsuit, I could have been
11 liable for Defendant's costs and fees.

12 11. As part of the Settlement Agreement, I am releasing all of my claims against Defendant,
13 including known and unknown claims, and waiving my rights under Civil Code § 1542, which my
14 attorneys have explained to me. This is a broader release than the release that is applicable to the
15 other aggrieved employees, and as noted above, I have expended a substantial amount of time and
16 resources in assisting my attorneys in the prosecution of the matter.

17 12. The risks I faced and will continue facing in serving as a named plaintiff and proposed
18 named plaintiff are substantial burdens that I knowingly and willingly undertook. This has all
19 been done in an effort to achieve a significant monetary benefit that aggrieved employees will
20 recover as a result of this settlement, as aggrieved employees will receive the opportunity to
21 participate in the settlement and recover payment for alleged wage and hour violations.

22 13. Because I put myself on the line, each aggrieved employee did not have to expend his or
23 her own time, money, and other resources to pursue legal remedies individually. I do not believe
24 that this action would have been possible without my active participation and my willingness to
25 place myself at risk for the sake of the other aggrieved employees. Throughout the entire litigation,
26 I have done the best that I could to represent the aggrieved employees and to look out for their
27 interests.

28 14. I am not and have never been a named named plaintiff in any other case.

1 15. Outside of the Incentive Payment, and portion of the penalty settlement I receive, I will
2 not receive any other benefit as a result of prosecuting this action.

3 16. I have no knowledge of the existence of any conflicting interests between myself, on the
4 one hand, and any other Aggrieved employee, on the other.

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

7 Executed on February 6, 2025, at Los Angeles, California.

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10 *Jose Cervantes*

11 JOSE CERVANTES
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