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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN DIEGO**

12 Francis Coquillette, an individual, on behalf of)
13 himself and on behalf of all persons similarly
14 situated,

15 Plaintiff,

16 v.

17 Location Services, LLC, a Limited Liability
18 Company; and DOES 1 through 50, inclusive,

19 Defendant.

Case No. 37-2022-00019868-CU-OE-CTL

**DECLARATION OF FRANCIS
COQUILLETTE IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: August 23, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Katherine Bacal

Dept: C-69

Action Filed: May 25, 2022

Trial Date: None

1 I, Francis Coquillet, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. During the class period I have worked as a lot attendant for the defendant Location
10 Services, Inc. ("Defendant") in California and during that time period I have been classified by
11 Defendant as a non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 Apex Class Action, LLC, the settlement administrator. I am not aware of any other pending
19 matter or action asserting claims that will be extinguished or adversely affected by this
20 settlement.
21

22 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
23 because I felt that my legal rights as an employee and others like me were violated. For example,
24 I was often forced to work off-the-clock and after he had clocked out for the day. The work
25 included removing, inventorying, and storing personal property from various repossessed
26 vehicles as I was not provided with ample time to complete such tasks during the work
27

1 day. Additionally, Defendant put in place uniformly unlawful off the clock Covid temperature
2 check policies and procedures for which I was not paid for. In addition, I was not paid the correct
3 amount for overtime worked in all pay periods. Namely, I received retention bonuses but my
4 overtime wages were still underpaid even when I received adjusted pay. I was contacted on my
5 personal cell phone with work related issues, including but not limited to discussions about cars
6 and inventory. Often times these phone calls took place after hours and after I had already
7 clocked out for the day. Further, transporters and management also contacted me on my personal
8 cell phone. I often did not receive compliant meal and rest breaks which were late, interrupted or
9 missed entirely. Notably, written meal and rest period policies were clearly uniformly deficient
10 as there were no statements made as to the timing of the periods or that the rest periods would be
11 duty free. I also did not receive all the meal and rest break premiums I was entitled to. As to rest
12 breaks in particular, Defendant had a policy that did not allow employees to leave the premises
13 during rest periods. I should have received duty-free rest breaks including the ability to leave the
14 premises if I chose to do so but this was not permitted.

17 6. I spoke to my attorneys several times and discussed how Defendant implemented its
18 company policies and procedures. I also assisted my attorneys in their investigation into my
19 claims by providing them documents and answering their questions. I reviewed the complaint
20 before it was filed and after it was filed. I was given access to an electronic file sharing program
21 that alerted me via email when important documents were filed so that I could review them and
22 keep up with the developments in the case which I understood was one of my duties as a class
23 representative. I would also contact my attorneys from time to time if I had any questions about
24 the case.

26 7. Even though this action is in the process of settling, I was and remain prepared to

1 perform all the duties of a class representative. I understand that as a class representative I have
2 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
3 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
4 benefit of the class members and surrender any right to compromise the group action for an
5 individual gain.
6

7 8. I understood that being a plaintiff/class representative in this case meant that I
8 was seeking damages not only for myself but also other current and/or former non-exempt
9 employees working for Defendant in California who make up the class. I felt that these
10 individuals were not aware of their labor law rights and even if they were they would probably
11 be apprehensive about speaking up or even simply because of the time, effort and risk involved
12 in filing a class action lawsuit.
13

14 9. I understood that being a part of this lawsuit involved risks. For example, my
15 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
16 pay for all or part of the attorney fees and costs paid by Defendant to defend this lawsuit. Also, I
17 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it
18 against me or downgrade me as a potential hire. As the named Plaintiff in this case, it would not
19 be difficult for a future employer to become aware that I sued my employer for labor law
20 violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and
21 the rights of others regardless of the risks, time and effort I spent on this case.
22

23 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
24 kept up to date on important developments by reviewing court filings that were made available to
25 me electronically as I described above.
26

27 11. A mediation took place on July 19, 2023 with Jeffrey Krivis, a well-respected and
28

1 experienced mediator of wage and hour class actions. After the mediation the parties were able
2 to reach an agreement to settle the action based on a mediator's proposal. I communicated with
3 my attorneys regarding the terms of the settlement which was reached between the parties and
4 understood that I was representing absent class members and therefore wanted the best possible
5 result to be obtained for the class members and I believe a very positive result was in fact
6 achieved via settlement. I reviewed and signed the Memorandum of Understanding on
7 September 26, 2023 and when the final settlement papers were ready, I closely reviewed the
8 Settlement Agreement which I signed on May 2, 2024.

10 12. I have been actively involved with this lawsuit performing the duties described above.
11 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
12 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
13 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
14 up until this point. I believe I have been diligent and have done what is expected of a named
15 plaintiff and a proposed class representative to date, and will continue to do so. I have and
16 always will maintain the best interest of the class members.

18 13. My attorneys explained to me that the settlement process involves a two-step
19 review by the Court to determine whether the settlement is fair before approving the settlement.
20 I know this process also involves notifying all class members of the settlement terms and of their
21 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
22 settlement.

24 14. I believe I did the right thing by filing this case on behalf of the class members who,
25 subject to court approval, are in line to receive monetary payments as a result of this case and
26 settlement. This is money they may never have ever gotten if I did not pursue this action on their

1 behalf. I feel significant personal satisfaction to know that I played a role in the class members
2 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
3 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
4 compensation for the work I performed and the risks I undertook.

5
6 15. As part of the settlement it was necessary for me to sign a general release of all claims I
7 may have against Defendant. I believe the Class Representative Service Payment I have
8 requested provides me with some compensation for this agreed release.

9
10 16. In light of all the time and effort I have spent on this case, the risk I undertook by
11 suing my employer, the exposure to being responsible for paying Defendant's costs in the event
12 we did not win the case, the reputational risk that future employers may hold this lawsuit against
13 me, the general release and in light of the size of the settlement, I believe the request for \$10,000
14 as a Class Representative service payment is fair and reasonable.

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

17 Executed on Jul 18, 2024, at San Diego, Ca.
18 (city, state)

19  Francis Coquillette (Jul 18, 2024 21:21 PDT)

20 Francis Coquillette
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