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Attorneys for Plaintiff,
Danielle Denise Smalling

SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

DANIELLE DENISE SMALLING, for herself
and all others similarly situated,

Plaintiff,

v.

BIG OIL & TIRE CO., and DOES 1 to 100,

Defendants.

) CASE NO. CV2200387

) CLASS ACTION

) **DECLARATION OF DANIELLE**
) **DENISE SMALLING IN SUPPORT OF**
) **PLAINTIFF'S MOTION FOR**
) **PRELIMINARY APPROVAL OF CLASS**
) **ACTION AND PAGA SETTLEMENT**

) Date: July 29, 2024

) Time: 10:30 a.m.

) Dept.: 4

) Action filed: March 18, 2022

DECLARATION OF DANIELLE DENISE SMALLING IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA

1 I, Danielle Denise Smalling, declare:

2 1. I am an individual currently residing in California. I am over the age of 18, and the
3 following is based upon my own personal knowledge. If called to testify, I could and would testify
4 thereto.

5 2. I was employed in California by Big Oil & Tire Co. (hereinafter referred to as
6 “Defendant”) from approximately November 18, 2020 to July 29, 2021 as a cashier.

7 3. I initiated my first contact with Frontier Law Center shortly after my termination.
8 Thereafter, I retained Frontier Law Center to represent me in the class action and Private Attorney
9 General Act (“PAGA”) lawsuit. I spoke to the lawyers at Frontier Law Center and their staff
10 regularly through the two and a half years since retaining them as Counsel.

11 4. I understand that the lawsuit alleges Defendant did not provide complaint meal and
12 rest breaks, did not pay all earned wages to hourly employees for all the time that they worked each
13 day due to a non-neutral rounding policy and the failure to pay non-complaint meal periods as time
14 worked, and did not provide suitable seating for employee’s use when it could have done so. I also
15 understand that the lawsuit alleged that the paystubs provided by Defendant were not compliant
16 with the labor code, and that Defendant failed to pay all wages due and payable at the time of
17 termination, for myself and terminated class members, as a result of the above violations.

18 6. I believed that the policies of which I complained were the same for all Defendant’s
19 hourly employees. I was able to provide documents and to review documents that were produced
20 in this action including paystubs, handbooks, and policy documents. I believe that the documents
21 that I provided to my counsel as well as documents produced by Defendant verify that Defendant
22 was not properly paying me or other hourly employees. I assisted in all aspects of this litigation,
23 helping to draft discovery which my attorneys sent on behalf of myself and the putative class
24 members, and attending multiple telephonic conferences in preparation for mediation. I reviewed
25 documents provided to me by my attorneys and spent numerous hours in discussions about this
26 matter with my attorneys at the Frontier Law Center.

1 8. Despite numerous family obligations and work matters, I have spent xx hours on
2 this case since my initial contact with the lawyers on this matter, over two (2) years ago, and
3 anticipate more time as the class settlement notice will be mailed shortly. I asked for and was
4 provided with all relevant documents and pleadings in this case including the defense position in
5 preparation for mediation. I have reviewed the settlement papers and the payroll, time records, and
6 policy documents that were produced in the litigation and for the mediation session. I was also
7 involved in discussing evidence and the expert exposure provided in advance of mediation. I
8 participated in all calls as requested by counsel.

9 9. I made myself available on the Zoom call during the mediation on November 9,
10 2023. I was involved in the settlement negotiations and discussions with Frontier Law Center. I
11 gave my authorization to negotiate, and the parties settled at mediation under the guidance of
12 mediator David Lowe.

13 10. I am an adequate representative of the hourly employees. I also believe that I am
14 adequate to represent all class members in the claims that are being certified on a conditional basis
15 as a result of the settlement. My interests are the same as the other hourly employees, as all
16 employees in the class were subject to the same policies and procedures at issue in the suit. I also
17 believe my attorneys are adequate to represent the class. I have always been prepared and willing to
18 remain a class representative through trial in this matter, if necessary.

19 11. Prior to agreeing to be a class representative, I agreed that I was informed and gladly
20 agreed to accept the following in regard to my role as a class representative:

- 21 a. A class representative represents the interests of all members of the class in
22 the litigation to recover money damages or obtain injunctive relief for the class;
- 23 b. I would and did represent all persons who are similarly situated with respect
24 to a common course of conduct or practice. In other words, all those persons who
25 are affected by the challenged behavior;
- 26 c. A class representative has claims that are typical of those of the class, and
27 thus involve common issues of law or fact;
- 28

1 d. A class representative always considers the interests of the class just as he
2 would consider his own interests and must put the interests of the class before his
3 own interests. This means that I am a champion of the class or a fiduciary litigant;

4 e. A class representative always actively participates in the lawsuit, as
5 necessary, by, among other things, answering interrogatories, producing documents
6 to the defendants and giving deposition and trial testimony if required. I understood
7 that I may be required to travel to give such testimony;

8 f. A class representative recognizes and accepts that any resolution of the
9 lawsuit, by dismissal or settlement, is subject to Court approval, and must be
10 designed in the best interest of the class as a whole;

11 g. A class representative is not required to be particularly sophisticated or
12 knowledgeable about the subject of the lawsuit. However, a class representative
13 should follow the progress of the lawsuit and should provide all relevant facts to the
14 lawyers for the class. I did follow the progress of the case from the day it was filed
15 until the present;

16 h. A class representative volunteers to represent or champion many other
17 people with similar claims and injuries because of the importance of the case and
18 that necessity that all class members benefit from the lawsuit equally; the savings of
19 time, money and effort should benefit all parties and the Court. Class actions are an
20 important tool to assure compliance with the law even where an individual's losses
21 may be relatively small.

22 12. I also understood that I was acting as a Private Attorney General on behalf of the
23 aggrieved employees and the State of California.

24 13. I believe that the Class Action Settlement in the gross amount of \$195,000 obtained
25 on behalf of the class of approximately 285 class members is a good result in view of the complex
26 and varied issues involved with the case. I took into consideration the strength and weakness of the
27 various claims for all employees and along with my attorneys agreed to the settlement. I was prepared
28

1 to sit for class trial, PAGA trial, and individual trial if necessary. I strongly support the settlement
2 in this matter. When I was contemplating settlement, I always kept the best interests of the class in
3 mind over my own and I was not willing to settle the matter until I felt it was in the best interest of
4 all class members. I understand that the settlement value is approximately **12%** of the maximum
5 reasonable value of the case. I believe that this is a good result because the net settlement amount
6 provides \$257.02 per class member (on average, although the actual distribution will be by number
7 of workweeks). As set forth above, I have been involved with the pleadings, discovery, and the
8 settlement negotiations prior to, during, and after the mediation session. I understand many risk
9 factors and financial issues that were considered when agreeing to the settlement being presented to
10 the Court. I have every reason to believe that the class members will be excited about the settlement
11 amount and their respective settlement share. Despite the financial hardship that it would have
12 caused me, I was prepared to sit in trial for up to 2-4 weeks, if necessary.

13 14. I have no claim that was antagonistic to the class. I accepted the potential risk of
14 being liable for the opposing parties' costs if we were unsuccessful in this lawsuit. I have accepted
15 the stigma of being a class representative in a class action labor dispute which has affected my future
16 employability with employers in the same industry.

17 15. Furthermore, it is my opinion that my request for a class representative enhancement
18 in the amount of \$10,000.00 is fair, reasonable and adequate. I had legitimate fear that my
19 participation as the lead and sole named Plaintiff in this class action and PAGA representative action
20 would result in future issues should I try to work in the same industry. I accepted the potential risk
21 of being liable for the opposing parties' costs if we were unsuccessful in this lawsuit, I will provide
22 the Court with another declaration at the time of Final Approval justifying the request after the Notice
23 period has expired. I do understand that the enhancement amount is not guaranteed and that the
24 requested amount is fair and reasonable in light of my work experience and the fact that I did give
25 up my rights to sue Defendant for any issues not covered by this litigation by signing a general
26 release.

27 16. As part of this class settlement and in exchange for the \$10,000.00 class representative
28

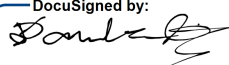
1 enhancement, I am signing a general release. I also understand that there is not one other employee,
2 current or former, that agreed to be a named Plaintiff in this matter. I am aware that many of my
3 former co-workers were afraid to be added to the complaint for fear of retaliation and the
4 inconvenience of being a named plaintiff. Accordingly, I do believe that a \$10,000.00 enhancement
5 is reasonable and fair.

6 17. I support my attorneys' request for fees as I believe the fee request of 33.333% of the
7 gross settlement amount of \$195,000 or \$65,000.

8 18. I also believe that the attorneys' cost request of not to exceed \$19,000.00, exclusive
9 of Settlement Administration Costs, is reasonable in light of the excellent work and favorable result
10 my attorneys achieved for the members of the class. I believe that the attorneys' costs incurred to
11 date from the lawyers retained to represent me and the class are reasonable and have been necessarily
12 incurred and paid to prosecute this action and achieve this excellent result. I believe that my attorneys
13 have worked hard and achieved an excellent result on behalf of the class.

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

16 Executed this 19 day of June, 2024 at Eureka, California
17 (day) (month) (city)

18 DocuSigned by:


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19 Danielle Denise Smalling