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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

KAMLESH KRISHNA, as an individual
and on behalf of all others similarly
situated,

Plaintiffs,

v.

CEPHEID, a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. 22CV397316

[Assigned for all purposes to the Hon. Charles F.
Adams, Dept. 7]

**DECLARATION OF KAMLESH KRISHNA IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 18, 2024
Time: 1:30 P.M.
Dept.: 7

Complaint Filed: April 26, 2022
FAC Filed: June 29, 2022
SAC Filed: January 5, 2023
Trial Date: None Set

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DECLARATION OF KAMLESH KRISHNA

I, KAMLESH KRISHNA, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the named 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 worked for Defendant CEPHEID ("Defendant") as an order picker from about November 2021, until about April 12, 2022. Throughout my employment with Defendant, I worked as an hourly, non-exempt employee.

3. During my employment with Defendant, I earned non-discretionary incentive wages, including, but not limited to, shift differential wages. Defendant also paid me sick pay. It is my understanding that whenever I was paid sick pay, Defendant did not include non-discretionary incentive wages, including but not limited to shift differentials, into the rate of pay, so that it should have been at the higher regular rate of pay. In other words, it is my understanding that Defendant paid sick pay at my base rate of pay. As a result of the underpayment of sick pay wages, I believe that the wage statements I received reflected inaccurate rates of pay and gross and net wages earned.

4. I understand that this action was brought on behalf of Class Members and that I am acting as a representative for the Class. As the Class Representative, I understand that it is my responsibility to act in the best interests of the Class and not my own. I agree that I will not put my own interests ahead of that of the Class, and that I will not settle out my class claims in this lawsuit separately or independently from the Class. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the Class that would impair or affect my ability to serve as representative for the Class.

5. I have and continue to be willing to assist in the investigation of this matter, including meeting, conferring, discussing the case with my attorneys, providing any necessary information and documents, making myself available for trial or any further proceedings in this matter as required to represent the interests of the Class. I also understand my duties and responsibilities to the proposed

1 Class and will carry out those duties as necessary. I estimate that I have spent approximately 40
2 hours in the prosecution of this case.

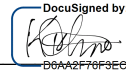
3 6. I understand that in addition to the claims that are being released by the proposed
4 settlement, I agreed to provide a general release of claims, which I understand is a more expansive
5 release than provided by the class members.

6 7. I have discussed the case with my attorneys on a number of occasions, provided
7 information and documents to my attorneys to help with the prosecution of the case, and reviewed
8 documents in the case, including the Class and PAGA Action Settlement Agreement ("Agreement").

9 8. I have discussed the terms of the Agreement with my attorneys, and based on the
10 information provided, I believe the settlement to be fair, adequate, and reasonable for myself and for
11 the entire Class.

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

14 Executed on this 25 day of June 2024, at Lodi, California.

15  DocuSigned by:
Kamlesh Krishna

16 Kamlesh Krishna