

Mark D. Potter, SBN 166317
James M. Treglio, SBN 228077
POTTER HANDY, LLP
100 Pine St., Ste 1250,
San Francisco, CA 94111
Telephone: (858) 375-7385
Facsimile: (888) 422-5191
jimt@potterhandy.com

Attorney for Plaintiff and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JOY MACOPSON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

PACIFIC BELL TELEPHONE
COMPANY, a California corporation, and
DOES 1 to 100, inclusive

Defendants.

CASE NO. 22STCV13800
Complaint Filed: April 26, 2022

CLASS ACTION

**DECLARATION OF JOY MACOPSON
IN SUPPORT OF PLAINTIFFS'
MOTION FOR ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: November 8, 2023
Time: 10:30 a.m.
Dept.: 1 (Spring Street)
Judge: Hon. Stuart M. Rice
Res. Id.: N/A - Set By Court

DECLARATION OF JOY MACOPSON

INTRODUCTION

1. I am the named Plaintiff and class representative in this matter. I am over 18 years of age. I have personal knowledge of the facts set forth in this declaration and, if called upon to testify I could and would testify competently thereto.

2. At all times relevant to this case, I was a California resident who was formerly employed by Defendants as a customer service representative.

3. Starting in 2020, I worked from home as part of the COVID-19 mitigation efforts. All employees including myself were required by Defendants to clock in and out on our respective

1 computers, whether we were in a home office, or working out of the main office. However, booting
2 up and shutting down our computers can take as much as 10 minutes. The time the Class and I spent
3 in turning on and off our computers were not compensated since we had to clock in before turning on
4 our computers and we had already clocked out as we wait for our computers to shut down. At least
5 five minutes of the Class and my meal periods were also used up for this clocking in and out
6 procedure. Each week, the Class and I had around two hours of uncompensated time due to
7 Defendants' policies.

8 4. When the Covid-19 pandemic began in March 2020, Defendants required the Class
9 and I to work from home. As a work from home customer service representative, I had to set up and
10 provide everything for my home office including but not limited to high-speed Internet service, desk,
11 chair, and other home office supplies. However, even if the Class and I were responsible for our home
12 office set-up, Defendants refused to reimburse all business-related home office expenses.

13 5. Since April 1998, I worked as a non-exempt employee for Defendant. My claims are
14 typical of those of the class, and my interests in this litigation are co-extensive with the interests of
15 the class I seek to represent. I am submitting this sworn declaration herewith testifying that I share a
16 community of interest with the class members, namely: I worked for Defendant in a non-exempt,
17 hourly paid position; have been injured in the same manner and by the same practices as the other
18 Class Members; and seek the same relief as the other Class Members.

19 6. I am aware of all the major deal points of the proposed Settlement Agreement,
20 including the gross maximum settlement amount of \$2,235,000, out of which the sum of \$481,208.00
21 was paid to Settlement Class Members pursuant to the Individual Settlement Program by Defendants,
22 the sum of up to \$745,000 as attorneys' fees, the sum of \$25,000 as costs to Class Counsel, the Claims
23 Administration Costs, not to exceed \$75,000, the \$20,000 service awards payable to each of the class
24 representatives (including myself), and the payment to the LWDA for their portion of the PAGA
25 penalties in the amount of \$60,000, as well as the injunctive relief provided.

26 7. I understand the scope of the class. The Class shall mean (a) All individuals who are
27 or were employed by Defendants or their predecessor or merged entities in California in an hourly,
28 non-exempt position, who worked more than 5 hours in a workday and who were not provided with

1 duty-free meal periods, who work or worked in excess of eight hours in a day or forty hours in a
2 workweek and who are or were required to spend business expenses to keep and maintain a home
3 office without sufficient reimbursement for their expenses, from April 10, 2021 through the date of
4 trial and/or approval of settlement (“PAGA Settlement Class” or “PAGA Class Members”); and (b)
5 All individuals who are or were employed by Defendants or their predecessor or merged entities in
6 California in an hourly, non-exempt position, who worked more than 5 hours in a workday and who
7 were not provided with duty-free meal periods, who work or worked in excess of eight hours in a day
8 or forty hours in a workweek and who are or were required to spend business expenses to keep and
9 maintain a home office without sufficient reimbursement for their expenses, from April 26, 2018
10 through the date of trial and/or approval of settlement (collectively, the “Settlement Class” or “Class
11 Members”).¹

12 8. I agree that the settlement is fair and reasonable given all of Defendants’ various
13 defenses, including its financial challenges.

14 9. I believe my Service Award of \$20,000 as proposed in the Settlement Agreement is
15 fair based on the time and effort I have devoted to this case as Class Representative.

16 10. I am an adequate Class representative since I committed to representing the interests
17 of the Class, have no interests that are averse to members of the Class, and understand and accepted
18 my duty to represent the best interests of the class. I provided my counsel with information when
19 asked which was crucial to the draft of the class complaint and mediation brief, discussed settlement
20 strategy with my counsel, spoke to other Class Members about their experiences working for
21 Defendants, and was available during the duration of the all-day mediation, all of which demonstrated
22 my commitment to the Class.

23 I declare under penalty of perjury under the laws of the United States and the State of
24 California that the foregoing is true and correct.

25 Executed on this 10/27/2023 in Canoga Park, California.

26
27
28 ¹ Any Class Member hired after the date of preliminary approval shall not be included in the
Settlement Class.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Joy Macopson
By: AE7C1DE7BC1DDA77C18F368820548A6F readysign
Joy Macopson