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Attorneys for Plaintiff Brian Hildick
and Proposed Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF AMADOR

BRIAN HILDICK, on behalf of himself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

SUN COMMUNITIES, INC., a Maryland
corporation, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 22-CV-12673

Assigned to the Hon. Andrea Sexton, Dept. 3

CLASS ACTION

**DECLARATION OF NICOLE BARVIE, ESQ.
IN SUPPORT OF UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND FOR
LEAVE TO FILE FIRST AMENDED
COMPLAINT**

Date: November 27, 2023

Time: 8:30 a.m.

Dept.: 1

Complaint Filed: June 14, 2022

I, NICOLE BARVIE, hereby declare and state as follows:

1. I am the managing partner of the law firm of Barvié Law, APC, counsel of record for Plaintiff Tamera Perkins in the Class Action and PAGA matter entitled *Perkins v. Sun Communities, Inc.* Amador Superior Court Case No. 22CV12888, filed on November 3, 2022 (“*Perkins Matter*”). As such, I am fully familiar with the facts, pleadings, and history of the *Perkins*

1 *Matter*. The following facts are within my own personal knowledge, and if called as a witness, I
2 could testify competently to the matters stated herein.

3 2. This Declaration is being submitted in support of Plaintiffs' Brian Hildick and Tamera
4 Perkins' Unopposed Motion for Preliminary Approval of Class Action Settlement and For Leave
5 to File First Amended Complaint.

6 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the proof of filing with the
7 Labor and Workforce Development Agency notice of this settlement with the Settlement
8 Agreement and Motion for Preliminary Approval of Class and PAGA Action Claims and Release
9 of Claims evidencing Class Counsel's compliance with California Labor Code Section 2699(1)(2).

10 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the Class Counsel firm resume.

11 5. Defendant owns and operates RV Parks in Amador County. Defendant operated a facility
12 in Plymouth, California, where Plaintiff Tamera Perkins worked. This action asserts claims on
13 behalf of Defendant's non-exempt employees who are or previously were employed in California.
14 Plaintiff Perkins worked for Defendant as a non-exempt employee in California from July 2022 to
15 November 2022. At all times during her employment, Plaintiff earned an hourly wage and was
16 entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages
17 for all hours worked and reimbursement of business expenses.

18 6. On November 1, 2022, Plaintiff Perkins served Defendant and the Labor and Workforce
19 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA
20 Notice set forth the facts and theories supporting Defendant's alleged violations of various
21 provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC")
22 Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys
23 General Act, Cal. Lab. Code Sections 2698, *et seq.* ("PAGA").

24 7. On November 3, 2022, Plaintiff Perkins filed a class action complaint in the Amador
25 Superior Court, Case Number 22CV12888 (the "Perkins Matter"). The Action alleged eight causes
26 of action against Defendant for: (1) Unfair Competition in Violation of California Business and
27 Professions Code § 17200; (2) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code
28 §§ 510, *et seq.*; (3) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197

1 and 1197.1; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7
2 and 512; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and
3 512; (6) Failure to Reimburse Employees For Required Expenses in Violation of Cal. Lab. Code
4 § 2802; (7) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code
5 § 226; (8) Failure Provide Wages When Due In Violation of Cal. Labor Code §§ 201, 202 and 203,

6 8. Together, as set forth in the proposed First Amended Complaint (attached to the Settlement
7 as Exhibit 3), which the Parties hereby seek to file as part of this motion for preliminary approval
8 of the Settlement Agreement, the Actions assert claims against Defendant for (1) unfair competition
9 in violation of Business and Professions Code § 17200 for underlying violations of the Labor Code
10 as set forth in the complaints in the Actions; (2) failure to pay overtime wages (Labor Code § 510);
11 (3) failure to pay minimum wages (Labor Code §§ 1194, 1197, and 1197.1); (4) failure to pay sick
12 pay wages (Labor Code § 246); (5) failure to provide required meal periods (Labor Code §§ 226.7
13 and 512 and applicable IWC Wage Order); (6) failure to provide required rest periods (Labor Code
14 §§ 226.7 and 512 and applicable IWC Wage Order); (7) failure to reimburse for required expenses
15 (Labor Code § 2802); (8) failure to provide accurate itemized wage statements (Labor Code §§ 226
16 and 226.2); (9) failure to pay wages when due (Labor Code §§ 201-203); and (10) civil penalties
17 pursuant to PAGA for underlying violations of the Labor Code as set forth in the complaints in the
18 Actions.

19 9. Before commencing formal written discovery, the Parties agreed to mediate the Action and
20 stay formal discovery. To prepare for mediation, the Parties agreed to informally produce certain
21 documents and data points subject to the mediation privilege, including but not limited to, the Class
22 Members' time data and certain payroll data points. As discussed *infra*, Class Counsel retained the
23 forensic consultants at Berger Consulting Group ("BCG") to analyze Defendant's time and payroll
24 data.

25 10. On August 24, 2023, the Parties participated in a full day mediation with highly respected
26 and experienced mediator of wage and hour class actions, Brandon McKelvey, Esq. To prepare for
27 mediation, the Parties agreed to informally produce pertinent documents and data points, including

1 but not limited to, employee handbooks, time and payroll data for Plaintiffs, payroll data for a
2 sampling of employees, and certain demographic data points.

3 11. Months before filing the Perkins Action, Class Counsel began its pre-filing investigation
4 into the Plaintiff Tamera Perkins' complaints. Class Counsel's investigation started with several
5 lengthy interviews with Plaintiff Perkins. As part of the interview process, Plaintiff Perkins
6 produced documents related to her employment, including time and payroll records. At the
7 conclusion of the interviews, Class Counsel determined that each of Plaintiff Perkins complaints
8 appeared to substantiate Plaintiff Perkins' claim that Defendant failed to, among other things, pay
9 for all time worked and to provide compliant meal and rest periods.

10 12. Considering the many anticipated factual disputes, the Parties agreed, relatively early in the
11 litigation, that it would be in the best interest of all Parties to mediate the matter. To prepare for
12 mediation, Class Counsel requested documents and data points to further evaluate Plaintiffs' claims
13 and Defendant's liability exposure to the Settlement Class members. In response to Class
14 Counsel's request, Defendant produced a sample of time records for the Settlement Class members,
15 aggregate workweek and pay period data for the Settlement Class members, wage statements for
16 the Class Members, and copies of applicable handbooks, policies, and agreements containing, *inter*
17 *alia*, compensation, timekeeping and meal and rest period policies.

18 13. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
19 members' payroll and time data. BCG provides data analysis and damage modeling consulting
20 services specializing in wage and hour class actions. BCG's team of financial and data analysts are
21 credentialed and experienced experts in their fields and have provided their expertise on thousands
22 of cases. Stated differently, the BCG is uniquely qualified to analyze Defendant's time and payroll
23 data.

24 14. BCG analyzed Defendant's time and payroll data to assist in the development of various
25 damage models. Among other things, BCG determined the approximate number of work shifts,
26 workweeks, pay periods, average length of shift and average number of hours worked per week
27 and pay periods during the Class Period. BCG also estimated the number of missed, late or
28 truncated meal and rest periods, and the amount of paid missed meal period premiums paid during

1 the Class Period during the Released Class Claims Period. BCG calculated and created a damage
2 model for Defendant's potential liability exposure while accounting for the uncertainties of
3 continued litigation. The damage model informed and guided Class Counsel during the mediated
4 settlement discussions.

5 15. Class Counsel only agreed to enter the Settlement following their thorough investigation
6 and evaluation of Plaintiffs' claims. Based on Class Counsels' investigation of the facts, applicable
7 law, and marketplace for similar settlements, Defendant's financial state and considering the risk
8 of significant delay, uncertainty associated with litigation, and the various defenses asserted by
9 Defendant, Class Counsel firmly believes this Agreement to be in the best interests of Class
10 Members. Because the Agreement's terms are fair, reasonable, and adequate, the Court should
11 preliminarily approve the Settlement.

12 16. The Gross Settlement Amount of \$700,000 is within the range of reasonableness. To
13 determine whether a settlement is fair and reasonable, the court should "consider enough
14 information about the nature and magnitude of the claims being settled, as well as the impediments
15 to recovery, to make an independent assessment of the reasonableness of the terms to which the
16 parties have agreed." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) In
17 making this determination, the court is "not to try the case" but rather "satisfy itself that the class
18 action settlement is within the 'ballpark of reasonableness.'" (*Id.* (emphasis added).) For this
19 analysis, courts do "not require any such explicit statement of value; [they] require[] a record which
20 allows an understanding of the amount that is in controversy and the realistic range of outcomes of
21 the litigation." (*Munoz v. BCI Coca-Cola Bottling Co.* (2010) 186 Cal.App.4th 399, 409 (internal
22 citation omitted).) The reasonableness of a settlement is not dependent upon its actual value
23 approaching the potential recovery plaintiffs might have received if they had succeeded at trial.¹

24
25 ¹ Federal district courts recognize that there is an inherent "range of reasonableness" in
26 determining whether to approve a settlement "which recognizes the uncertainties of law and fact
27 in any particular case and the concomitant risks and costs necessarily inherent in taking any
28 litigation to completion." *Newman v. Stein* (2d. Cir. 2002) 464 F.2d 689, 693; *see In re*
Omnivision Tech, Inc. (N.D. Cal. 2008) 559 F.Supp.2d 1036; *see also Nat'l Rural Telecomm.*
Coop. v. Directv. Inc. (C.D. Cal. 2004) 221 F.R.D. 523, 527 ("well settled law that a proposed
settlement may be acceptable even though it amounts to only a fraction of the potential

1 Indeed, “[t]he determination whether a settlement is reasonable does not involve the use of a
2 ‘mathematical equation yielding a particularized sum.’” (*Frank v. Eastman Kodak Co.* (W.D.N.Y.
3 2005) 228 FRD. 174, 186 (*quoting In re Michael Milken and Assoc. Sec. Litig.* (S.D.N.Y. 1993)
4 150 F.R.D. 57, 66).)

5 17. The Representative Service Award is fair and reasonable compensation for the Plaintiff’s
6 Tamera Perkins’ efforts bringing the action, assisting Class Counsel with the litigation and
7 settlement, regularly conferring with Class Counsel on the status of his case and the strategies for
8 prosecuting the claims, reviewing the proposed Settlement to ensure that its terms are fair and
9 provide adequate relief for the Settlement Class, and agreeing to provide Defendant a general
10 release of all claims arising out of his employment.

11 18. Class Counsel took this matter on a contingency fee basis and invested significant time and
12 expense successfully prosecuting Plaintiffs’ claims. As discussed on the points and authorities, the
13 estimated average Individual Settlement Payment illustrates the demonstrably positive outcome for
14 the Settlement Class Members. Considering the positive outcome for the Settlement Class
15 members, and in light of the supporting authority, the proposed Class Counsel award is fair and
16 reasonable.

17 19. Plaintiff will file a formal motion for the negotiated Class Counsel Award once preliminary
18 approval of the Settlement is granted. Plaintiff respectfully submits that the above showing is
19 sufficient for preliminary approval of the negotiated attorneys’ fees.

20 20. For Settlement purposes only, Plaintiff contends, and Defendant does not dispute, that
21 provisional certification of the Class is appropriate.

22 21. The Class is ascertainable and numerous as to make it impracticable to join all Class
23 Members, and there are common questions of law and fact that predominate over any questions

24 recovery”); *In re Global Crossing Sec. and ERISA Litig.* (S.D.N.Y. 2004) 225 F.R.D. 436, 460
25 (“settlement amount’s ratio to the maximum potential recovery need not be the sole, or even
26 dominant, consideration when assessing settlements fairness”); *In re IKON Office Solutions, Inc*
27 *Sec Litig.* (E.D. Pa. 2000) 194 F.R.D. 166, 184 (“the fact that a proposed settlement constitutes a
28 relatively small percentage of the most optimistic estimate does not, in itself, weigh against the
settlement; rather the percentage should be considered in light of strength of the claims”);
Officers for Justice v. Civil Serv. Comm. (9th Cir. 1982) 688 F.2d 615, 628 (it is “the complete
package, taken as a whole rather than the individual component parts, that must be examined for
overall fairness”).

1 affecting any individual Class Member. Further, Plaintiff's claims are typical of the claims of the
2 Class Members, and Class Counsel will fairly and adequately protect the interests of the Class.
3 Finally, prosecution of separate actions by individual Class Members would create the risk of
4 inconsistent or varying adjudications, and a class action is superior to other available means for the
5 fair and efficient adjudication of the cases. The Class is amenable to class certification for
6 settlement purposes as discussed below.

7 22. This matter involves a class of approximately eight hundred and eighty four (884)
8 individuals. This class is sufficiently numerous. Because all Settlement Class members are
9 Defendant's current and former employees, the class is readily ascertainable from Defendant's
10 regular business records, i.e., payroll records.

11 23. The statutes relating to each of Plaintiffs' claims apply with equal force and effect to the
12 entire Settlement Class. Factually, Defendant's policies and practices apply class-wide and
13 Defendant's alleged liability can be determined by facts common to all members of the class.
14 Plaintiff's claims arise from Defendant's alleged uniform policy and systematic scheme, with
15 respect to Plaintiff and the Class Members, of, *inter alia*, failing to properly pay overtime and
16 minimum wages for all hours worked, failing to provide compliant meal and rest periods and
17 associated premium pay, failing to pay all gratuities earned, failing to provide complaint wage
18 statements, and failing to reimburse necessary business-related expenses.

19 24. Plaintiffs allege that the wage and hour issues are both numerous and substantial, and a class
20 action is the most advantageous method of dealing with the claims of the Settlement Class
21 members. Plaintiff contends that his wage and hour claims are typical of the proposed Class because
22 they arise from the same factual basis and are based on the same legal theories applicable to the
23 other Class Members. Likewise, Plaintiffs' interests are entirely coextensive with the interests of
24 the Class. Plaintiff alleges that he was injured by the same company-wide practices to which the
25 proposed Class was subject and seeks the same relief. Plaintiff has already demonstrated his ability
26 to advocate for the interests of the Settlement Class by initiating this litigation, undertaking
27 extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

28 25. A class action is superior to a multitude of individual lawsuits. Given the size and amount

1 of each individual claim, the Class Members likely have little incentive to litigate their claims on
2 an individual basis because the out-of-pocket expense and personal commitment necessary to
3 litigate each claim outweighs any potential recovery. In sum, class treatment is superior to
4 individual, case-by-case adjudication.

5 26. I have experience in prosecuting class action lawsuits and can competently represent the
6 Class. Class Counsel has class litigation experience, handling a number of class action and has
7 acted both as counsel and as lead, and co-lead counsel in a variety of these matters. Class Counsel
8 has successfully prosecuted and obtained recoveries in numerous class action lawsuits. Class
9 Counsel has been found to be adequate counsel by the courts throughout California state courts. A
10 true and correct copy of the resume of Barvie Law, APC is attached hereto as Exhibit #2. Thus, the
11 adequacy requirement is satisfied.

12 27. Consequently, I was named in the prestigious Thomson Reuters, Super Lawyers, Rising
13 Star in 2022 and 2023. According to Thomson Reuters, the Super Lawyers, Rising Star list
14 recognizes the top 2.5% of eligible attorneys. (see
15 https://www.superlawyers.com/about/selection_process.html.)

16 I declare under the penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct. Executed this 17th day of October 2023, at San Diego, California.

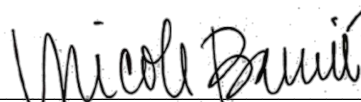
18 
19 _____
20 NICOLE BARVIE, ESQ.
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EXHIBIT 1



Nicole Barvie <nicole@barvielaw.com>

Thank you for your Proposed Settlement Submission2 messages

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: nicole@barvielaw.com

Tue, Oct 17, 2023 at 11:37 AM

10/17/2023 11:36:40 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.DIR PAGA Unit on behalf of
Labor and Workforce Development AgencyWebsite: http://labor.ca.gov/Private_Attorneys_General_Act.htm

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: nicole@barvielaw.com

Tue, Oct 17, 2023 at 12:55 PM

10/17/2023 12:53:46 PM

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Item submitted: Proposed Settlement

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Labor and Workforce Development AgencyWebsite: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 2

Firm Practice Areas:

Plaintiff's Employment Litigation, Employment Wage and Hour Class Action, Personal Injury and Civil Litigation.

Nicole Barvié, Esq. Biography:

- Practice Areas:
 - Plaintiff's Employment Litigation, Employment Wage and Hour Class Action, Personal Injury and Civil Litigation.
- Licenses, Bar Admissions & Memberships:
 - State of California, Bar No. 282352;
 - United States District Court for the Southern District and Central District;
 - Court of Appeals for the Ninth Circuit;
 - The Supreme Court of the State of California; and
 - State of Arizona, Bar No. 033062 (inactive);
 - California Employment Lawyers Association, Member; and
 - Consumer Attorneys of San Diego, Member.
- Professional Experience:
 - Barvié Law, APC, (Founder, April 2021), San Diego, California;
 - McCormick, Mitchell & Rasmussen, (Associate, January 2013 through March 2021), San Diego, California.
- Accolades:
 - Thomson Reuters, Super Lawyers, Rising Star in 2022 and 2023.
- Education:
 - California Western School of Law, San Diego, CA
 - Juris Doctor, April 2011.
 - American Jurisprudence Award in Civil Procedure II & Law and Technology.
 - The University of Arizona, Tucson, AZ
 - Bachelor of Arts, Political Science, Minor in Spanish, August 2005.
 - Sigma Kappa Sorority.
 - Universidad de Alcalá, Madrid Spain, Spanish Literature & Culture, Spring 2004.

Lead Counsel – Class Action & Representative Cases:

- Hallor v. OS Pacific, LLC

Court	San Diego Superior Court
Case No.	30-2022-00000074-CU-OE-CTL
Nature	PAGA; Individual Meal/Rest Break claims, overtime and regular rate claims as well as Sexual Harassment.
Status	Settled.





- Phan v. Bartell Hotels, et al

Court	San Diego County Superior Court
Case No.	37-2022-00009712-CU-OE-CTL
Nature	PAGA, Individual Meal/Rest Break claims, overtime, regular rate claims, and failure to accommodate disability.
Status	Settled

- Karnachova v. INTO North America

Court	San Diego Superior Court
Case No.	37-2021-00023758
Nature	Meal/Rest Break Claims and regular rate claims & PAGA.
Status	Settled

- Sanit v. Ano Douka, Inc.

Court	San Diego Superior Court
Case No.	37-2021-00046578-CU-OE-CTL
Nature	Meal/Rest Break Claims and Off the Clock work.
Status	Settled

- Spires v. Panorama Meadows

Court	Los Angeles Superior Court
Case No.	21STCV19567
Nature	PAGA and Individual Meal/Rest Break Claims, failure to pay wages.
Status	In Litigation & Arbitration

- Savoy v. Jaqui Foundation

Court	Alameda County Superior Court
Case No.	22CV006497
Nature	Meal/Rest Break Claims, failure to pay wages, overtime claims and Individual Claims.
Status	In Litigation

- Matthews v. Lusk Quality Machine Products

Court	Los Angeles County Superior Court
Case No.	22STCV15409
Nature	Meal/Rest Break Claims, failure to pay wages, overtime claims.
Status	Settled

- Kosonoy v. Weldcraft Industries

Court	Tulare County Superior Court
Case No.	VCU291864
Nature	Meal/Rest Break Claims, failure to pay wages, overtime claims.
Status	Settled



- Allen v. Crescent Northwood Inn, Inc.

Court	Del Norte County Superior Court
Case No.	CVUS-2022-1192
Nature	Meal/Rest Break Claims & overtime claims.
Status	Settled

- Gonzalez v. Toro Company

Court	San Diego County Superior Court
Case No.	37-2022-00042665
Nature	Meal/Rest Break Claims & Off the Clock work.
Status	Settled

- Sanchez et al v. Staley Technologies, Inc.

Court	Riverside County Superior Court
Case No.	CVRI2204614
Nature	Meal/Rest Break Claims, Expense Reimbursement, & Off the Clock work.
Status	Settled

- Paduano v. Rockler Retail Group

Court	Sacramento County Superior Court
Case No.	2022-00330079
Nature	Meal/Rest Break Claims, Regular Rate, & Off the Clock work.
Status	Settled

- Avalos v. Summit Foods, Inc.

Court	San Diego County Superior Court
Case No.	37-2022-00034903-CU-OE-CTL
Nature	Meal/Rest Break Claims, Regular Rate, & Off the Clock work.
Status	Settled

- Ochoa v. 8110 Aero Drive

Court	San Diego County Superior Court
Case No.	37-2022-00049091-CU-OE-CTL
Nature	Meal/Rest Break Claims, Gratuities, Regular Rate, & Off the Clock work.
Status	Settled.

- Figueroa v. Casetta Management

Court	San Diego County Superior Court
Case No.	37-2022-00050082-CU-OE-CTL
Nature	Meal/Rest Break Claims, Gratuities, Regular Rate, & Off the Clock work.
Status	Settled



- Perkins v. Sun Communities

Court	Amador County Superior Court
Case No.	22CV12888
Nature	Meal/Rest Break Claims, Regular Rate, & Off the Clock work.
Status	Settled

- Alonso v. MNRO Holding, LLC

Court	San Diego County Superior Court
Case No.	37-2023-00007450-CU-OE-CTL
Nature	Meal/Rest Break Claims, Regular Rate, & Off the Clock work.
Status	In Litigation

- Taylor v. Love's Country Stores of California

Court	San Bernardino County Superior Court
Case No.	CIVSB2306560
Nature	Meal/Rest Break Claims, Regular Rate, & Off the Clock work.
Status	In Litigation

- Lee v. Cal Chef, et al

Court	San Joaquin County Superior Court
Case No.	STK-CV-UOE-2023-0005894
Nature	Meal/Rest Break Claims, Regular Rate, & Off the Clock work.
Status	In Litigation

- Rodriguez-Polanco et al v. Sushi Ventures et al

Court	San Diego Superior Court
Case No.	37-2023-000039005-CU-OE-CTL
Nature	Misclassification, Meal/Rest Break Claims, Regular Rate, & Off the Clock work.
Status	In Litigation

- Aguirre v. Continuum Care of San Diego

Court	San Diego Superior Court
Case No.	
Nature	Meal/Rest Break Claims, Regular Rate, & Off the Clock work.
Status	Pre-Litigation

- Enriquez v. Ponce Ground Service

Court	San Bernardino Superior Court
Case No.	
Nature	Meal/Rest Break Claims, Overtime, Regular Rate & Off the Clock work.
Status	In Litigation

- Duenas v. Braswell Rehabilitation

Court	Los Angeles Superior Court
Case No.	



Nature	Meal/Rest Break Claims, Overtime, Regular Rate & Off the Clock work.
Status	Pre-Litigation

- Cruz et al v. Tristrux, et al

Court	Alameda Superior Court
Case No.	
Nature	Meal/Rest Break Claims, Overtime, Regular Rate & Off the Clock work.
Status	Pre- Litigation