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11 Attorneys for Plaintiff Tessa M. Jennings, on behalf
12 of herself and others similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN BERNARDINO**

15 TESSA M. JENNINGS, on behalf of herself and
16 others similarly situated,

17 Plaintiff,

18 v.

19 SKYGROUP INVESTMENTS, LLC; IFLY
20 HOLDINGS, LLC; and DOES 1 through 100,
inclusive,

21 Defendants.

Case No. CIVSB2222518

**DECLARATION OF JACOB N.
WHITEHEAD IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Preliminary Approval Hearing:

Date: June 24, 2025

Time: 8:30 a.m.

Dept.: S-26

22 Trial Date: None Set

1 I, Jacob N. Whitehead, declare as follows:

2 1. I am an attorney licensed to practice law before this Court and the federal courts in
3 California. I am over 18 years of age. I have personal knowledge of the facts set forth in this
4 declaration and could and would testify competently to them.

5 2. I am the founding shareholder in the law firm of W EMPLOYMENT LAW, APC,
6 attorneys of record (along with CounselOne, PC) for Plaintiff, Tessa M. Jennings ("Plaintiff") and
7 the proposed settlement class (the "Class") in the above-mentioned matter. I have no knowledge of
8 the existence of any conflicting interests between my firm, co-Plaintiffs' counsel or the proposed
9 Class.

10 3. I am a member of good standing of the State Bar of California, licensed to practice in
11 the state of California and the United States District Court, as well as Washington, D.C. I make this
12 declaration in support of Plaintiff's concurrently filed, unopposed Motion for Preliminary Approval of
13 Class Action and PAGA currently scheduled for hearing on June 24, 2025.

14 4. I have been counsel for Plaintiff since the beginning of the action. As such I have
15 participated in either the drafting and or the review of all the filings with the Court, in the briefing
16 and in settlement strategy sessions.

17 5. As further discussed herein, it is my belief that the proposed Joint Stipulation of Class
18 Action and Private Attorneys General Act Settlement ("Settlement Agreement") is fair, adequate and
19 reasonable and in the best interest of the proposed Class.

20 6. I am experienced and qualified to evaluate the Class and PAGA claims and the
21 viability of the defenses in this action. I've dedicated my entire career and practice to litigating and
22 successfully resolving unlawful practices of employers. I have been licensed to practice law in
23 California since 2009. During my fourteen years of practice I have represented thousands of
24 plaintiffs and putative class members in hundreds of cases, among which my firm has represented
25 and continues to represent active, employment class action and/or PAGA representative cases at all
26 stages of litigation, in both State and Federal Courts, up to and including trial. In these employment
27 disputes, more than sixty percent of the cases involved or involve some component of wage and hour
28

1 violations. To name a few, we have litigated and have been appointed as Class and/or lead co-Class
2 Counsel and awarded requested attorney fee awards in the following cases that are currently being
3 litigated or have settled:

- 4 • *David Gardner et al. v. Flair Event Models, Inc. et al.*, a misclassification, wage
5 and hour class action settled in U.S. District Court, Central District of California,
6 Case No. 2:16-CV-04371GW(GJSx);
- 7 • *Joseph Montague et al. v. Global Connections to Employment, Inc.*, a class and
8 PAGA representative action pending before San Diego County Superior Court,
9 Case No. 37-2022-00004601-CU-OE-CTL (currently pending Settlement
10 approval);
- 11 • *Scott Stewart, et al. v. Planet Home Lending, LLC*, involving wage and hour claims
12 of current and former mortgage loan originators in the Superior Court of the State
13 of California, County of Orange – Civil Complex, Case No. 30-2018-00972671-
14 CU-OE-CJC, with court settlement approval of attorney hourly rates ranging from
15 \$450 for associate counsel to \$900 for senior litigation counsel;
- 16 • *Mitchell McKinnon et al. v. Peloton Interactive, Inc. et al.*, class and collective
17 action currently pending before U.S. District Court, Central District of California,
18 Case No. 2:22-cv-03368-MWF(Ex);
- 19 • *Weiss/Rowland/Gomez/Mcelhannon et al. v. CarMax Auto Superstores West, et al.*,
20 a coordinated wage and hour class action that settled for \$6,518,000.00 before the
21 Placer County Superior Court, Case No. S-CV-0036383, with approval for attorney
22 hourly rates ranging from \$450 for associate counsel to \$900 for senior litigation
23 counsel;
- 24 • *Dupre v. Microvention, Inc. dba Microvention Terumo*, pending before Orange
25 County Superior Court, Case No. 30-2023-01315361-CU-OE-NJC;
- 26 • *MOREL v. HNTB Corporation*, a class and PAGA action currently pending before
27 U.S. District Court, Southern District of California, Case No. 3:22-cv-00408-AJB-
28 AHG;

- 1 • *Pellegrino v. CVS Pharmacy, Inc. et al.*, a PAGA action currently pending before
2 Merced County Superior Court, Case No. 22CV-03434;
- 3 • *Clint Allison v. American Honda Motor Co., Inc.*, a FEHA disability discrimination/
4 wrongful termination action, settled in Los Angeles County Superior Court, Case
5 No. 23STCV04523;
- 6 • *Nikolay Popov et al. v. ABC Phones of North Carolina, Inc.* a PAGA representative
7 action before Orange County Superior Court, Case No. 30-202-01147407-CU-OE-
8 CXC, with court settlement approval for attorney hourly rates ranging from \$450
9 for associate counsel to \$900 for senior litigation counsel;
- 10 • *Justin Dada et al. v. Cybercoders, Inc.*, Case No. 8:18-cv-01023-JVS-JDE, wage and
11 hour class action settled in U.S. District Court, Central District of California, with court
12 approval of a \$1.7 million class settlement and \$566,666 in attorneys' fees;
- 13 • *Ashante Williams v. Best Buy Co., Inc. et al*, a PAGA representative action, pending
14 before Orange County Superior Court, Case No. 30-2021-01194588-CU-OE-CXC;
- 15 • *Andrew Saad et. al. v. Greenlink Financial, LLC*, a PAGA representative action settled
16 in Orange County Superior Court - Civil Complex, Case No. 30-2018-01021704-CU-
17 OE-CXC;
- 18 • *Lillia Hupp et al. v. Arthur J. Gallagher Service Company, et al.*, a wage and hour
19 class and PAGA representative action settled in Orange County Superior Court,
20 Case No. 30-2020-01145295-CU-OE-CXC, with court settlement approval for
21 attorney hourly rates ranging from \$450 for associate counsel to \$900 for senior
22 litigation counsel;
- 23 • *Trevion Sherman et al. v Amazon.com, Service, Inc.*, a wage and hour Class Action,
24 U.S. District Court, Central District, Case No. 8:19-cv-1329-KES;
- 25 • *Andrew Impey et. al. v Parsons Transportation Group, Inc.*, a PAGA representative
26 action currently pending before San Bernardino Superior Court, Case No. CIVSB-
27 2102000;

- *Brooklyn Harmon et al. v. Doubletree Management, LLC*, a wage and hour class action settled in Santa Barbara Superior Court, Case No. 18CV05027;
- *Fareh Zoberi, et al. v. Fitness Alliance, LLC dba EOS Fitness, et al.*, a PAGA representative action settled in San Bernardino County Superior Court, Case No. CIVDSS2010622;
- *David LeKhac v. Walgreens Specialty Pharmacy, LLC*, a PAGA representative action settled in Orange County Superior Court, Case No. 30-2020-01143222-CU-OE-CXC;
- *Tobin Bell, et al. v Benihana International, Inc. et al.*, a PAGA representative action settled in San Diego County Superior Court, Case No. 30-2020-00036597-CU-OE-CXC;
- *Alfreda Lewis v. Saks South Coast Leasehold, LLC et al.*, a wage and hour Class Action, settled in Orange County Superior Court, Case No. 30-2020-011431164-CU-OE-CXC;
- *James Herb v. Finney's Funk Zone, LP*, a PAGA representative action before settled in Santa Barbara County Superior Court, Case No. 21CV02120;
- *Daniel Kelchner v. Jobot, LLC*, a wage and hour class action settled in Orange County Superior Court, Case No. 30-2020-01161693-CU-OE-CXC;
- *Wendy Norris et al. v. PIH Health Inc., et al.*, a PAGA representative action settled in Los Angeles County Superior Court, Case No. 19STCV35423;
- *Abel Cachola et al. v. CVS Health Corporation et al.* a wage and hour Class Action, settled in U.S. District Court, Eastern District of California, Case No. 1:19-at-534;
- *Mehran Kharazi v. LA Depositions, Inc.*, a wage and hour misclassification class and representative PAGA action settled in Los Angeles County Superior Court, Case No. 21 STSV0401;
- *Jennifer Montano et al. v. Forever 21, Inc. et al.*, discharged by the United States Bankruptcy Court for the District of Delaware (Case No. 19-12122 (KG), involving wage and hour claims;

- *Sarah Wilkey et al. v. PortNewport, Inc. et al.*, a wage and hour class action settled in Orange County Superior Court, Case No. 30-2019-01070051-CU-OE-CXC;
- *Ruiz et al. v. International Fitness, LLC*, a wage and hour class action currently pending before Los Angeles County Superior Court, Case No. 23VECVO5059;
- *Deatherage v. Stifel, Nicolaus & Company, Incorporated, et al.*, a wage and hour class and PAGA representative action currently pending before Orange County Superior Court, Complex Civil, Case No. 30-2023-01344151-CU-OE-CXC;
- *Reiss v. Johnson Controls, Inc.*, a class and PAGA representative action pending before U.S. District Court, Central District of California, Case No. 8:24-cv-01080 DOC(DFMx) (settlement approval pending);
- *Dougherty v. Active Apparel Group (AMERICA), LLC*, a PAGA representative action currently pending before Los Angeles County Superior Court, Case No. 24STCV28418 (settlement approval pending);
- *Jeremiah Johnson v. Apple, Inc.*, a wage and hour class action currently pending before Santa Clara County Superior Court, Case No. 24CV450382;
- *Gavin Gonzales v. Vensure Employer Services, Inc.*, a class and PAGA representative Action currently pending before Los Angeles County Superior Court, Case No. 24STCV2319;
- *Ali Malik v. Wells Fargo Bank, N.A.*, a PAGA Representative Action pending before San Mateo County Superior Court, Case No. 24-CIV-05603;
- *Kaufmann et al. v. DoorDash, Inc. et al*, a class and PAGA representative action pending before San Mateo County Superior Court, Case No. 24-CIV-03688 (settlement approval pending);

7. In the instant action, the Parties have settled the matter. The settlement seeks to fully release and discharge Defendants from the claims brought against it in this matter. In exchange, Defendants will pay the Class the gross settlement amount (“GSA”) a non-reversionary amount of Three Hundred and Thirty-Five Thousand Dollars and Zero Cents (\$335,000.00), with Thirty

1 Thousand Dollars allocated as payment for PAGA penalties (\$22,500, or 75 percent of which shall
2 be paid to the Labor Workforce and Development Agency (“LWDA”)).

3 8. Plaintiff seeks to represent a settlement class comprised of all current or formerly
4 employed non-exempt employees of Defendants who were employed in the State of California at
5 any time between May 10, 2021 through December 31, 2024 and whose claims alleged included
6 nonpayment of wages for all hours worked, for nonpayment of overtime wages, for alleged rest and
7 meal break violations; for failure to furnish complete and accurate itemized wage statements; for
8 failure to pay vested, unused vacation pay/PTO; for alleged failure to provide Sick Pay and
9 Supplemental Sick Leave; for failure to maintain accurate records of hours worked/ wages earned;
10 for failure to reimburse work related expenses; for failure to pay all earned wages owed upon
11 separation of employment; for violation of Business and Professions Code Section 17200 et seq..

12 9. Under the terms of the settlement, Defendants will not oppose Plaintiffs’ Attorneys’
13 application for a reasonable award of Plaintiffs’ Attorneys’ Fees not to exceed one-third of the GSA,
14 and Plaintiff’s attorneys’ actual litigation expenses, settlement administration costs, a service award
15 of \$5,000.00 to Plaintiff, and the PAGA Payment of \$30,000.00 (of which 75% or \$22,500.00 shall
16 go to the state of California). The Net Settlement Amount will be distributed to the Class Members
17 pro-rata based upon the number of workweeks worked per class member during the Class Period.

18 10. On November 23, 2022, Plaintiff, Tessa Jennings filed her complaint.

19 11. Per Joint Stipulation of the Parties on December 9, 2024, Plaintiff sought leave to file
20 her First Amended. Complaint, which was approved by the Court on January 6, 2025, and which was
21 filed with the Court on February 15, 2025.

22 12. On May 22, 2024, the parties participated in a private mediation before experienced
23 mediator Jill Sperber, Esq . With the assistance of the mediator, the parties were able to come to an
24 agreement to settle the dispute.

25 13. Prior to mediation, Defendants informally produced significant documents and
26 information, which documents relating to its policies, practices, and procedures regarding its wage
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1 and hour practices, timekeeping and payroll records, as well as employee and aggregate workweeks
2 data; this data was extrapolated and analyzed to assist in the determination of damages and ultimately
3 supported the determination that the settlement was fair, reasonably and adequately reflects the
4 fairness of settlement value upon which the Parties have ultimately agreed.

5
6 14. Settlement negotiations were conducted at arm's length and although conducted in a
7 professional manner, were robust and adversarial. Each side was willing to explore the potential for
8 settlement, but were also committed to litigate its position through to trial and appeal of a settlement
9 had not been reached. I can attest that the settlement negotiations were hard fought, conducted in
10 good faith among counsel with substantial experience litigating class and PAGA representative
11 actions with supervision and assistance of an experienced and well-regarded mediator and further
12 attest the Settlement Agreement reached was the product of a non-collusive settlement process.

13
14 15. Considering the circumstances, including Defendants' financial health, the parties
15 ultimately agreed to a Settlement of \$335,000.00 to resolve all the claims alleged in the Action. On
16 September 10, 2024, the terms of the agreed were reduced to a Memorandum of Understanding,
17 ("MOU") after which the parties then negotiated the full terms of the proposed long-form Settlement
18 Agreement.

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

21 DATED: March 11, 2025

W EMPLOYMENT LAW, APC

22
23 By: 

Jacob N. Whitehead

Attorneys for Plaintiff

TESSA M. JENNINGS