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Attorneys for Plaintiff JAYSON ARRINGTON and others similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

JAYSON ARRINGTON, individually and on
behalf of others similarly situated,

Case No. CGC-22-600445

PLAINTIFF

v.

POPCORNVAN, INC.; and DOES 1 through
100, inclusive,

Defendants.

**DECLARATION OF PLAINTIFF
JAYSON ARRINGTON IN SUPPORT
OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: June 27, 2024

Hearing Time: 9 am

Department: 304

Judge: Judge Ethan P. Schulman

1 I, JAYSON ARRINGTON, hereby declare as follows:

2 1. I am over eighteen (18) years of age and a resident of California. I am the named plaintiff
3 in the above-captioned case, and I have personal knowledge of the facts and statements set forth in
4 this declaration, and if called upon to testify, I could and would competently testify thereto.

5 2. I am the named Plaintiff in this litigation. This declaration is submitted in support of
6 Plaintiff's Motion for Preliminary Approval of Settlement Agreement.

7 3. I was employed by Defendant POPCORN VAN, INC.; ("POP") as an hourly-paid,
8 independent contractor and employee from November 2021 to March 2022. I worked over 50
9 hours a week and my shifts were in excess of 10 hours.

10 4. During my shifts, I at times I assisted with deliveries of products where customers left tips.

11 5. The method of calculating these tips and payment to worker was an area of dispute because
12 we did not understand how the tips were calculated and divided among the staff.

13 6. We additionally did not receive sick pay leave while I worked at POP.

14 7. POP required all employees and independent contractors to sign authorizations that
15 authorized Defendants to obtain information that may include "employment and earnings
16 history..."

17 8. I signed the authorization but was unaware at the time that pursuant to Labor Code 432.3
18 an "employer shall not, orally or in writing, personally or through an agent, seek salary history
19 information, including compensation and benefits, about an applicant for employment."

20 9. I did not sign an arbitration or severance agreement that some of the putative class
21 members signed.

22 10. While I was asked to sign an arbitration agreement I declined to do so.

23 11. I decided to seek legal advice about my termination, work experiences at POP and about
24 filing a lawsuit to redress my grievances regarding my wages in March of 2022.

25 12. My lawsuit includes claims I was terminated for making a complaint related to the safety
26 of the workplace and making a complaint on the day I was terminated.
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1 13. I was unemployed for over 6 months after my termination and had wages loss in excess of
2 \$36,960.00 due to my termination.

3 14. I have agreed to settle my individual wrongful termination claims with POP in exchange
4 for an individual settlement for my wage loss.

5 15. My counsel will not receive any monetary compensation relating to my individual
6 settlement listed in the prior paragraph.

7 16. I contacted attorney Daniel Martinez de la Vega. I wanted help for myself and other
8 employees regarding owed wages and for POP not compensating its employees for missed meal
9 and rest breaks.

10 17. Specifically, I did not receive my 10 minute rest breaks or meal breaks when I worked
11 shifts over 10 hours. I was only paid for about 2 rest breaks a day even though I worked shifts of
12 over 12 hours and was entitled to three rest breaks. I also did not receive a second meal break
13 when I worked shifts over 10 hours.

14 18. Since obtaining legal representation in this case, I have spent a substantial amount of time
15 and energy contributing to the investigation, prosecution, and settlement of this case. Since hiring
16 my attorneys in 2022 up through the present date, I spent over 50 hours meeting with my counsel,
17 providing information to assist Counsel, conducting searches for documents, providing guidance
18 regarding the duties of other class members, participating in the mediation, staying apprised of
19 developments in the case, and reviewing and approving the Settlement.

20 19. My attorneys thoroughly explained to me my rights, duties, and responsibilities in
21 serving as a Class Representative, which I acknowledged and agreed to in writing.

22 20. During this entire process, I have always had the best interests of the other class members
23 and I also had long discussions with counsel prior to the mediation regarding certain facts of the
24 case.

25 21. In sum, I have spent considerable time and attention working on this case.
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1 22. I was also prepared and stood ready to perform additional tasks that I understood are
2 required of a Class Representative, testifying at trial, if necessary.

3 23. I have not received any benefit from third parties or my attorneys as a result of prosecuting
4 this class action, outside of my share as a Settlement Class Member and whatever service award
5 (if any) that the Court might approve at the final approval hearing.

6 24. As part of the proposed Settlement, I agreed to a release of claims against
7 POP alleged in the Operative Complaint.

8 25. I do not have any interest, relationship, or involvement with Simpluris.

9 26. I have never been a named class representative in any other case, pending or closed

10 27. I do not have any conflicts of interest that would compromise my representation of
11 the settlement class.

12 28. After speaking with the attorneys, I provided them with a history of my employment and
13 all the records I had.

14 29. I have reviewed my payroll records produced by Defendant in this case.

15 30. My payroll records included time sheets and paystubs.

16 31. Throughout the Case, I was available to speak and meet with Scott Nakama and Daniel
17 Martinez de la Vega whenever they needed me. I responded to them as quickly as possible and
18 gave them as much information as I could, including the names of witnesses.

19 32. As far as the settlement is concerned, I was available to answer any questions my attorneys
20 had. During the mediation, I made myself available all day to respond to any inquiries and provide
21 input on the negotiations. When my attorneys asked me to review the Settlement Agreement.

22 33. I reviewed the Settlement Agreement, asked relevant questions, and discussed the potential
23 settlement with my attorneys.

24 34. When I first became a named Plaintiff in this Case, it was explained to me that I would be
25 potentially jeopardizing working for other companies. Specifically, I was informed that I may be
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1 retaliated against by potential future employers due to having filed a representative action against
2 my employer.

3 35. I believe that I have done everything that my attorneys have asked of me and have tried, to
4 the best of my ability, to represent the Class. I think my efforts helped to get the result obtained in
5 this Case. Thus, as a Representative Plaintiff, I respectfully request that the Court award me a
6 Representative Plaintiff Enhancement Payment in the amount of \$5,000 for my active
7 participation in this Case.
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9 36. Taking into consideration the time I dedicated to this Case, the benefits to the Class
10 conferred, the lack of personal benefits obtained, and the consequences of filing a representative
11 action, I believe that this amount is reasonable. This is not something that I took lightly, and I
12 believe that the Representative Plaintiff Enhancement Payment is justified.

13 37. I am not related to anyone associated with Law Offices of Daniel Vega or the Ladva Law
14 Firm.
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16 I declare under penalty of perjury that the foregoing is true and correct, that I could testify
17 competently thereto if called upon to do so, and that I executed this Declaration on the 31 day
18 of May, 2024, in the of San Francisco, California.
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21 Jayson Arrington

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