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Attorneys for Plaintiffs ROSIO VENTURA and DUANA MARTINEZ,
on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

ROSIO VENTURA and DUANA
MARTINEZ, individually and on behalf of
herself and all others similarly situated,

Plaintiffs,

v.

CONDUENT COMMERCIAL
SOLUTIONS, LLC, a Nevada Limited
Liability Company; and DOES 1-50,
inclusive,

Defendants.

Case No. BCV-22-102043-TSC

Assigned to: Hon. Thomas S. Clark
Dept.: 17

**DECLARATION OF PLAINTIFF ROSIO
VENTURA IN SUPPORT OF PLAINTIFFS'
MOTION FOR APPROVAL OF
SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

Date: March 14, 2024
Time: 8:30a.m.

Complaint Filed: August 9, 2022
FAC Filed: February 16, 2024
Trial: Not Set

DECLARATION OF RAYLYNN HOLMES

I, Rosio Ventura, declare as follows:

1. I am a named Plaintiff in this action and commenced this action against my former employer. I have personal knowledge of all the facts in this declaration and, if asked, I would testify to these facts under oath in court.

2. I worked as a non-exempt employee for Defendant Conduent Commercial Solutions, LLC, ("Defendant") at its call center located in Bakersfield, California from approximately June 6, 2017, through June 3, 2021. Throughout the entirety of my employment, Defendant paid me on an hourly basis. At all times, I worked in the call center as a second-tier advisor/associate providing technical support to customers.

3. I decided to file this lawsuit because I had a number of grievances against Defendant stemming from their labor policies. These grievances are set forth in detail in the operative Complaint and my letter to California Labor and Workforce Development Agency ("LWDA").

4. Prior to filing the action, my attorneys and their staff and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendant. Without waiving any privilege, during those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff. After meeting with my attorneys about these issues, I decided to proceed with a lawsuit against my former employer.

5. I understand that I filed this lawsuit against my former employer on behalf of the state of California to obtain penalties for Defendant's violations.

6. I searched for and provided documents relating to my employment to my counsel and provided information regarding my experiences while working for Defendant. I also worked with my counsel to identify witnesses and plan the investigation of the claims as the case moved forward.

7. I am not disclosing the specifics of my communications with my attorneys to avoid waiving any attorney-client privilege, but I understand that at some point it was determined that I could not move forward with a class action because Defendant contended that I signed an arbitration agreement so we moved forward with the action on behalf of the state.

1 8. My attorneys provided me with a draft of the Complaint and letter to the State for my
2 review. I closely reviewed the Complaint to ensure accuracy and completeness and discussed the contents
3 with my attorneys.

4 9. Following the filing of the Complaint initially, I collaborated with my attorneys on the
5 prosecution of my claims, and I regularly contacted my attorneys to stay current on the status of the
6 litigation, and to discuss my attorneys' progress in prosecuting the claims.

7 10. I have worked to the best of my ability to prosecute this action on behalf of the State
8 (LWDA), always considering the interests of the LWDA just as I would consider my own interests. I
9 believe these types of actions are an important tool to ensure compliance with the Labor Code and protect
10 the rights of workers.

11 11. When I agreed to represent the State (LWDA), I understood it was my duty to be readily
12 available and to participate actively in the case. I knew that I needed to keep aware of the status and
13 progress of the lawsuit and assist my attorneys in litigating the case on behalf of the State and the
14 Aggrieved Group. I knew that I would be required to review documents, search for documents and
15 produce them to my attorneys, answer written questions, potentially answer oral questions and testify
16 truthfully under oath, and be available to appear in court, if necessary. At all times, I have worked to
17 fulfill these duties.

18 12. I also understood the risks I could face due to my involvement as a named plaintiff. I
19 understood that I could be held responsible for the payment of Defendant's court-awarded litigation costs
20 and potentially attorneys' fees if I did not prevail in litigation. Therefore, I realized that I was taking a
21 significant amount of risk in filing the representative action.

22 13. I also knew my name could easily be located on a search of court records and that any
23 prospective employer may find out that I had sued my former employer. I understand that my
24 participating in this lawsuit could inhibit my ability to seek gainful employment in the future.

25 14. Even though I knew I was taking risks, I knew I had to do what I believed was right and
26 pursue claims on behalf of other employees to vindicate their rights and attempt to recover penalties for
27 Defendant's violations.

28 15. I spent a substantial amount of time and effort pursuing my claims and the claims of the

1 other similarly situated employees from the time I retained my attorneys to this date. I have kept aware
2 of the status of the lawsuit and provided my attorneys with documents and information used by them in
3 the litigation.

4 16. During the litigation I spent considerable time on telephone calls discussing the facts of
5 my case with the attorneys and staff of James Hawkins APLC. I spent hours discussing the facts related
6 to my employment with Defendants, including discussing my job duties and responsibilities as a non-
7 exempt employee, my experiences, my observations, Defendant's policies and practices, the hours and
8 days I worked, and how I and the other employees were compensated. I have also worked to assist my
9 attorneys in moving the case forward. I have also reviewed certain documents produced during the
10 information exchange process in this case to assist my attorneys in prosecuting this case. I remained
11 available to my attorneys in order to assist with any questions that arose throughout the litigation process.

12 17. I also spent hours searching for and examining documents related to my employment with
13 Defendant and sending them to my attorneys, which included wage statements, personnel documents,
14 emails, text messages, and separation paperwork. I further spent several hours on telephone calls
15 discussing documents I provided to my attorneys.

16 18. I also assisted my attorneys in preparing for mediation and in ultimately achieving the
17 Settlement Agreement which I ask the Court to approve now. I remained available during the mediation
18 and answered my counsel's questions that arose during the course of the mediation.

19 19. My attorneys provided me with a copy of the proposed Settlement Agreement which I
20 reviewed carefully before signing. I have discussed the terms and any questions I had with my counsel.

21 20. I accepted the settlement only after I had spent time evaluating the proposed outcome to
22 assure that it was fair. Based on my attorneys' evaluation and recommendation, and my own review, I
23 believe the settlement is fair and reasonable in light of PAGA's policies and purposes.

24 21. In connection with the Settlement, I have agreed to give a broad release of all claims that
25 I had or might have against Defendant arising from my employment. No other Aggrieved Employee,
26 except the other plaintiff in this case, will be required to give such a release. I understand this is
27 sometimes asked of a Representative and I believe the general release has independent value. In my
28 opinion, it justifies the value of the Enhancement and General Release Settlement Payment. The general

1 release requires me to waive all claims that I may have arising out of my employment, which is
2 considerably broader than the claims released by the Aggrieved Employees and the State under the
3 settlement. In addition to this release, the time and service I provided to the State and the Group resulted
4 in the parties agreeing to settle the case and a positive outcome.

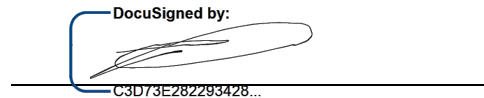
5 22. In summary, over the course of this litigation I have spent a significant amount of time
6 conferring and working with my attorneys on the prosecution of my claims and evaluating the settlement
7 and related documents. I estimate that I have spent approximately 45-55 hours assisting my attorneys in
8 the prosecution of this lawsuit.

9 23. I believe that I have fulfilled my responsibilities and I will continue to fulfill those
10 responsibilities to the best of my ability until the conclusion of the case.

11 24. I am requesting the Court approve a \$7,500 Enhancement and General Release Payment.
12 I believe this amount is reasonable for my services on behalf of the LWDA, the risks I assumed, and for
13 the general release which I am required to provide Defendant as a condition of the settlement.

14 25. As I have been since I began the action, I am committed to this case and intend to continue
15 to participate as needed until the conclusion of this matter.

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17 I declare under penalty of perjury under the laws of the State of California that the foregoing is
18 true and correct. Executed on 2/16/2024 in Bakersfield California.

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22 ROSIO VENTURA
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