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19 **UNITED STATES DISTRICT COURT**

20 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

21 ERIC CHAVEZ, as an individual and on
22 behalf of all others similarly situated,

23 Plaintiffs,

24 vs.

25 CONVERSE, INC., a Delaware
26 corporation; and DOES 1 through 50,
27 inclusive,

28 Defendants.

Case No.: 15-cv-03746-NC

**DECLARATION OF PLAINTIFF ERIC
CHAVEZ IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: November 20, 2020

Time: 1:00 p.m.

Courtroom: 5, 4th Floor

Judge: Hon. Nathanael M. Cousins

Complaint Filed: July 10, 2015

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DECLARATION OF ERIC CHAVEZ

I, Eric Chavez, declare as follows:

1. I am an individual over the age of 18. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I was employed as an hourly-paid employee by Converse, Inc. ("Converse") from on or about September 2010, to on or about October 7, 2015, at one of its retail stores located at the Gilroy Outlets in Gilroy, California.

3. Throughout my employment with Converse, at the end of each of my work shifts, or whenever I needed to leave the store during one of my meal breaks, I was instructed by Converse's management that I had to go through a security inspection, which was to be performed after I clocked out. Similarly, during my rest breaks, although I did not clock-out, if I wanted to leave the store, I was still required to go through a security inspection, which would cut into my actual rest break time, making it shorter.

4. During the pendency of this lawsuit, I was required to provide assistance to my attorneys. This included meeting and conferring with my attorneys on numerous occasions; providing my attorneys with documents and information; reviewing the pleadings and documents in this case; preparing for, traveling to, and sitting for my deposition. In connection with the prosecution of my case, I traveled from Gilroy to San Jose to sit for my deposition and meet with my attorneys. In sum, I estimate that I spent approximately 50 hours in connection with this case.

5. Throughout this case, I have continuously been kept apprised of the status of this case.

6. I understand that the class claims alleged in this action were brought on behalf of other similarly situated employees, and thus I am acting as a representative for the Class. As the class representative, I understand that it is my responsibility to act in the Class's best interest and not my own. I agree that I will not put my own interests ahead of that of the Class. Moreover, I am not aware of any conflicts that exist between my interest and the interests of the Class that would impair or affect my ability to serve as representative for the Class.

1 7. I have and continue to be willing to assist in the investigation of this matter, as
2 well as make myself available for trial or any further proceeding in this matter as required to
3 represent the interests of the Class. I also understand my duties and responsibilities to the Class
4 and will carry out those duties as necessary.

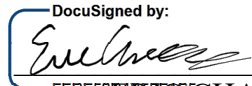
5 8. Based on my understanding of the case, I am of the opinion that settlement for the
6 consideration and on the terms set forth in the Settlement Agreement are fair, reasonable, and
7 adequate and is in the best interests of the Class.

8 9. I am aware and have been aware from the inception of the case, that there is the
9 risk that if I do not win my case, then I could be liable for Defendant's litigation costs. I
10 accepted that risk in this case.

11 10. I understood that filing this lawsuit is a public record, and I accepted that burden.
12 I further understood that, because this lawsuit is a public record, it could and can adversely affect
13 my ability to obtain employment.

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

16 Executed on September 29, 2020, at Gilroy, California.

17 DocuSigned by:
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20 ERIC CHAVEZ
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