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Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

MICHAEL CONNER, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

RED WING BRANDS OF AMERICA,
INC., a Minnesota corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CIV03830

[Assigned for all purposes to the Hon. V. Raymond
Swope, Department 23]

**DECLARATION OF MICHAEL CONNER IN
SUPPORT OF PLAINTIFF’S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: August 12, 2024
Time: 3:00 P.M.
Dept.: 23

Action Filed: September 20, 2022
Trial Date: Not Set

DECLARATION OF MICHAEL CONNER

I, Michael Conner, declare as follows:

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

2. I worked for Defendant Red Wing Brands of America, Inc. ("Defendant") as a Store Manager from about November 2021 to about August 11, 2022. I worked as an hourly, non-exempt employee.

3. During my employment, I regularly earned non-discretionary pay such as commissions and incentives. During pay periods when I was paid meal and rest period premiums for missed meal and rest breaks as well as non-discretionary pay, Defendant paid the premium pay at my base hourly rate of pay. The premium pay should have been paid at my regular hourly rate of pay, which would have factored in the non-discretionary pay and would have been higher than the base hourly rate. As such, I believe I was underpaid meal and rest period premium pay.

4. Similarly, during pay periods when I earned non-discretionary pay and was paid sick pay, Defendant paid the sick pay at my base hourly rate of pay instead of the higher, regular hourly rate of pay. I believe I am owed additional sick pay.

5. I did not receive all sick pay owed to me, as well as the underpaid meal and rest period premium pay, upon separation from employment.

6. Furthermore, as a result of the underpayment of premium pay and sick pay, the wage statements issued to me identified inaccurate hourly rates of pay and gross and net wages earned. In addition, I alleged that my wage statements did not identify the name and address of the legal entity that was my employer.

7. I understand that the claims alleged in this action were brought on behalf of other aggrieved employees. I do not believe I have any interests that are adverse to the other employees that are part of the PAGA settlement.

8. I have spent a significant amount of time discussing this matter with my attorneys on many occasions and explaining my understanding of Defendant's practices. To date, I have

1 performed a number of tasks in my role as a representative, including:

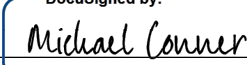
- 2 a. Discussing the case and the facts involved with my attorneys on several
3 occasions, including telephonic discussions at various stages of the lawsuit;
- 4 b. Gathering documents related to the case;
- 5 c. Reviewing and submitting my PAGA letter to the Labor and Workforce
6 Development Agency;
- 7 d. Participating in settlement discussions; and
- 8 e. Reviewing pleadings in this case, including the complaints, the Settlement
9 Agreement, and my declaration.

10 9. I have also entered into a general release of all known and unknown claims
11 against Defendant in entering into this settlement and agreed to waive the protections of Civil
12 Code § 1542.

13 10. I have reviewed the Settlement Agreement and I believe that the settlement is in
14 the best interest of all aggrieved employees who are part of the settlement. I believe the
15 settlement to be reasonable and fair, and adequately compensates the aggrieved employees who
16 are part of the settlement for the claims alleged in the complaint.

17 11. I am proud of the result and accomplishment of this lawsuit. I feel that it is a
18 positive accomplishment and understand that other people will benefit because of the actions that
19 I have taken.

20 I declare under penalty of perjury that the foregoing is true and correct. Executed on
21 June 5th, 2024, at Rohnert Park, California.

22 DocuSigned by:
23 
24 Michael Conner
25 A25D06FE52554BA...