

JAMES HAWKINS APLC
 James R. Hawkins (#192925)
 Gregory Mauro (#222239)
 Michael Calvo (#314986)
 Lauren Falk (#316893)
 Ava Issary (#342252)
 9880 Research Drive Suite 200
 Irvine CA 92618
 Tel.: (949) 387-7200
 Fax: (949) 387-6676
 Email: James@jameshawkinsaplc.com
 Email: Greg@jameshawkinsaplc.com
 Email: Michael@jameshawkinsaplc.com
 Email: Lauren@jameshawkinsaplc.com
 Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff PAUL F. MAISNIER,
 individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SACRAMENTO**

PAUL F. MAISNIER, individually and on
 behalf of all others similarly situated,

Plaintiff,

v.

NATIONAL VISION, INC. dba
 AMERICA'S BEST CONTACTS AND
 EYEGLASSES; and DOES 1-50, inclusive,

Defendant

Case No. 24CV018644
 Judge: HON. Jill H. Talley
 Dept: 23

**DECLARATION OF PLAINTIFF PAUL F.
 MAISNIER IN SUPPORT OF MOTION
 FOR PRELIMINARY APPROVAL OF
 CLASS AND PAGA SETTLEMENT**

Hearing: March 14, 2025
 Time: 9:00 AM
 Dept: 23

Reservation Number: #A-18644-001

DECLARATION OF PAUL F. MAISNIER

I, PAUL F. MAISNIER hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the Plaintiff's Motion for Preliminary Approval of Class Action Settlement. The following is based upon my personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendant NATIONAL VISION, INC. dba AMERICA'S BEST CONTACTS AND EYEGLASSES ("Defendant") in December 30, 2017 as a Non-Exempt Employee with the title of Manager and worked during the liability period for Defendant until my separation from Defendant's employ in approximately September 29, 2021.

3. As a non-exempt employee, I suffered the same damages as other employees. These included not being paid all my wages, not being provided meal periods, not being provided rest periods, not provided accurate wage statements, not reimbursed for necessary business expenses, not paid overtime wages in accordance with the Fair Labor Standards Act 29 U.S.C. §§ 201, et seq. ("FLSA"), and not timely paid wages upon my separation from Defendant's employ all in accordance with California law. As a result of these alleged violations, I sought consultation with my attorneys at James Hawkins, APLC.

4. Based upon my allegations, and after consultation and full disclosure from my attorneys about the potential risks I faced as a Plaintiff in a putative class action, I freely decided to pursue this lawsuit to try and vindicate my rights and the rights of others who also worked for Defendant and suffered similar harms due to Defendant's common practices and policies.

5. Prior to filing my action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendant. 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.

6. My attorneys provided me with a draft of the complaint for my review and

1
2 approval. I closely reviewed the complaint to ensure accuracy and completeness. As a
3 result, I caused my attorneys to file the class action complaint alleging claims for the allegations
4 alleged therein. Thereafter, I have been fully involved in my case. Following the filing of the
5 complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly
6 contacted my attorneys to stay current on the status of the litigation, and to discuss my
7 attorneys' progress in prosecuting the claims.

8 7. Since I believe I was not paid all my wages, not being provided meal periods, not
9 being provided rest periods, not provided accurate wage statements, not reimbursed for
10 necessary business expenses, not paid overtime wages in accordance with the Fair Labor
11 Standards Act 29 U.S.C. §§ 201, et seq. ("FLSA"), and not timely paid wages upon my
12 separation from Defendant's employ all in accordance with California law, I believe that I have
13 been similarly injured as to all other class members in the settlement who worked for Defendant
14 during the class period. I believe the claims asserted in the Complaint are also shared by the
15 other Class Members. I worked with various other non-exempt employees, and I believe we
16 were all treated the same and subject to the same unlawful policies.

17 8. On September 20, 2022, I initiated a class action lawsuit against the Defendant in
18 the Superior Court for the State of California, County of Alameda, under Case No.
19 22CV018224. The Defendant subsequently removed the case to the United States District Court,
20 Northern District of California, where it is now Case No. 3:22-cv-07859. The complaint
21 includes allegations regarding (i) failure to pay hourly and overtime wages; (ii) failure to
22 provide meal periods or compensation in lieu thereof; (iii) failure to provide rest breaks or
23 compensation in lieu thereof; (iv) failure to pay wages in a timely manner; (v) failure to provide
24 accurate itemized wage statements; (vi) failure to reimburse reasonable business expenses; (vii)
25 unlawful wage deductions; and (viii) violation of California's Unfair Competition Law. In
26 accordance with the terms of the settlement, the Alameda class case will be dismissed and has
27 been re-filed in this court.

28 9. On September 20, 2022, I, through my attorneys, submitted a notice with the
Labor & Workforce Development Agency ("LWDA") alleging that Defendant violated Labor

1
2 Code sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174, 1174.5, 1175, 1194, 1197,
3 1197.1, 1198, 2802, pursuant to Labor Code section 2699.

4 10. On September 18, 2024, I, through my attorneys, filed this action against
5 Defendant for Defendant's alleged: (a) failure to pay wages including overtime; (b) failure to
6 provide meal periods for every work period exceeding more than five (5) or ten (10) hours per
7 day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay
8 in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
9 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
10 additional hour's of pay in lieu of providing a rest period; (d) failing to pay timely wages
11 required by Labor Code § 203; (e) failing to provide accurate itemized wage statements; (f)
12 failing to reimburse expenses; (g) failure to pay overtime wages in violation of the Fair Labor
13 Standards Act 29 U.S.C. §§ 201, et seq. ("FLSA"); (h) unlawful deductions from wages; and (i)
14 violation of Business & Professions Code section 17200, et seq.

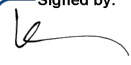
15 11. Since I agreed to become a Class Representative, I have worked every step of the
16 way with my attorneys. During the course of the litigation, I have always kept the best interest
17 of the Class Members on equal footing as mine. I have been, and I am willing to continue to
18 pursue the Class Members' claims vigorously on our collective behalf if the Settlement is not
19 finally approved. As a result, I firmly believe that I do not have any interests adverse to the
20 interests of the Class Members. I have maintained the Class Members' best interest from the
21 inception of the case.

22 12. As the Class Representative, I have spent numerous hours consulting with my
23 attorneys, providing documentation, consulting with other Class Members, responding to
24 questions by my attorneys, providing documents to my attorneys, working with my attorneys to
25 review documents received, helping my attorneys in preparing for the mediation and attending
26 the mediation via telephone. I was consulted about the status of the case and provided constant
27 feedback about the case from my attorneys including the mediation, settlement negotiations and
28 eventual settlement. I estimate I have spent approximately 41 hours working on this case.

13. From the beginning of this case, I have freely chosen to accept the risks of

being the Class Representative in this class action lawsuit. I chose to assume these risks and pursue the claims on behalf of the Class Members as I wanted to vindicate their rights. I believe we have achieved that result with the settlement and the individual payments to the Class Members. I believe the settlement is fair reasonable and adequate based on the numerous defenses asserted by Defendant. I believe the efforts and work I put forth helped to achieve the fair settlement that will benefit the Class Members. As a result of my efforts, I also believe the Enhancement Payment is reasonable, and I respectfully request the Court approve the amount of \$25,000.00 as fair and reasonable.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed on January 6, 2025, at Oakley, California.

Signed by:

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PAUL F. MAISNIER