

Travis J. Maher (SBN 327206)
LAWYERS for JUSTICE, PC
450 North Brand Blvd, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

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

ANA GONZALEZ, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

v.

PLANNED COMPANIES, an unknown
business entity; PLANNED LIFESTYLE
SERVICES, LLC, an unknown business
entity; PLANNED LIFESTYLE
SERVICES, INC., a New Jersey
corporation; PLANNED BUILDING
SERVICES, INC., a New Jersey
corporation; PLANNED BUILDING
SERVICES, LLC, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

CLAUDIA PALACIOS, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act,

Plaintiff,

v.

PLANNED COMPANIES, an unknown
business entity; PLANNED LIFESTYLE
SERVICES, LLC, an unknown business
entity; PLANNED LIFESTYLE
SERVICES, INC., a New Jersey
corporation; PLANNED BUILDING

Case No.: CJC-23-005283

Includes Case Nos.: CGC-22-603352, CGC-23-
607548

Honorable Jeffrey S. Ross
Department 606

**SUPPLEMENTAL DECLARATION OF ANA
GONZALEZ IN SUPPORT OF PLAINTIFFS'
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS' GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEES, AND PAGA SETTLEMENT
ADMINISTRATION COSTS**

Hearing Date: April 16, 2025
Hearing Time: 10:00 a.m.
Department: 606

SERVICES, INC., a New Jersey corporation; PLANNED BUILDING SERVICES, LLC, an unknown business entity; PLANNED SECURITY SERVICES, INC., an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

SUPPLEMENTAL DECLARATION OF ANA GONZALEZ

I, **ANA GONZALEZ**, hereby declare as follows:

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

2. I was employed by Defendant Planned Building Services, Inc. (“Defendant”) from approximately October 2020 to approximately March 2022 as a non-exempt, hourly-paid employee, as a Matron. I decided to seek legal advice about my work experiences with Defendant and about pursuing my grievances. I contacted Lawyers *for* Justice, PC and spoke with attorneys there. I wanted to do whatever I could to make sure Defendant paid me and other employees what was owed to us and was held accountable for their practice of not properly compensating their employees for all hours worked and non-compliant meal and rest breaks. After speaking with the attorneys, I investigated representative action lawsuits on my own and did some research into the leading employment law firms in California for approximately **1.5 hours**. Thereafter, I consulted with the attorneys at Lawyers *for* Justice, PC approximately **2.5 hours** discussing my situation, representative action lawsuits under the Private Attorney General Act (“PAGA”), and what it meant to bring be a PAGA representative.

3. I have spent approximately **9 hours** communicating with my attorneys regarding the case and fulfilling my responsibilities as a PAGA representative, which included gathering documents concerning my employment with Defendant reviewing documents with my attorneys, providing information regarding the duties of hourly-paid and non-exempt employees, and helping develop a strategy as to what documents and information to obtain from Defendant. I routinely checked in with my attorneys and their staff to make sure that they had all of my most current information and any additional information that I had obtained.

4. As the case progressed, I was available to answer any questions my attorneys had and was available to speak and meet with my attorneys whenever they needed me. I responded to them as quickly as possible and gave them as much information and identified as many documents as I could. I also spent at least **7 additional hours** speaking with my attorneys about the case, identifying potential witnesses, providing my attorneys with documents and information concerning the case, and also describing policies, practices, and procedures of Defendant.

1 5. As far as the settlement is concerned, I was available to review documents and answer any
2 questions my attorneys had. I spent **about 2 hours** time reviewing the settlement agreement and **about**
3 **1.5 hours** asking questions and discussing the potential settlement with my attorneys before signing the
4 settlement agreement.

5 6. I understand that a settlement has been reached in my case and what my duties and
6 responsibilities are as a PAGA representative. I also understand that my duties will include checking in
7 on, monitoring, and conferring with my attorneys and counsel to facilitate the settlement administration
8 process, and to provide information that the Court needs to assess whether the settlement is fair,
9 reasonable, and adequate

10 7. I believe that I have done everything that my attorneys have asked of me and have tried,
11 to the best of my ability, to seek relief for the aggrieved employees and the State of California. I think
12 my efforts helped to get the result obtained in this case. I have volunteered to represent and champion the
13 interests of many other people with similar claims and injuries because of the importance of the case and
14 the necessity that all aggrieved employees benefit from the lawsuits equally.

15 8. Choosing to be a PAGA representative has caused me stress, since the start of the case in
16 October 2022. It forced me to relive many bad experiences while working for Planned Building Services,
17 Inc. I had to answer questions from my former colleagues about why I was bringing this action against
18 Defendant, and feared things like retaliation. I dedicated a significant amount of time and effort to my
19 case without knowing if there would be a successful outcome for which I would be compensated. I
20 understood that I would have to devote substantial time to the case, which is difficult for me. That risk
21 of devoting significant time to my case was real, as described in the preceding paragraphs. I have not
22 incurred financial risk so far, however there is a potential risk that Defendant would win the case making
23 me potentially responsible to pay Defendant's costs, which would present significant difficulties. My
24 lawyers took this case on a contingency basis, so they absorbed the financial risk with respect to not
25 recovering attorneys' fees and having to advance case costs. My case will become part of the public
26 record, and it's hard to quantify the risk associated with that, but it is a serious risk that I decided to take.
27 I am proud of the fact that I put my interests along the side of the aggrieved employees and, with my
28 attorneys' help, I achieved this settlement, while also realizing that my share will be extremely small

1 relative to the whole. Moreover, I feel empowered in bringing my case, since it may help others to stand
2 up as one single person and correct wrongs done against them, and to be person that uses the best justice
3 system in the world with its juries and judges.

4 9. I understand that as a proposed PAGA representative I have and continue to represent the
5 interests of all aggrieved employees. I have actively participated in the lawsuit since its inception, as
6 necessary, and if required, I will provide trial testimony. I understand that any resolution of the lawsuit
7 is subject to court approval, and must be in the best interest of the aggrieved employees and the State of
8 California. I have also actively followed and monitored, and continue to follow and monitor, the progress
9 of the lawsuit, and have taken steps to make sure, and continue to make sure, that the litigation is
10 prosecuted by the skilled and effective attorneys that I have retained. I believe that I have no interests
11 which are inconsistent with the interests of the aggrieved employees and that I have, and will continue
12 to, adequately represent the aggrieved employees. I think my efforts helped to get the result obtained in
13 this case

14 10. For my broader individual waiver and release of claims with a California Civil Code
15 Section 1542 waiver (set forth in Section III(E) of the Settlement Agreement), the Settlement provides
16 for a General Release Fee in the amount of \$10,000.00, to be paid out of the Gross Settlement Amount,
17 subject to Court approval. I respectfully request that the Court award me full payment of the General
18 Release Fee.

19 11. I am not related to anyone associated with Lawyers *for* Justice, PC.

20 12. I have not entered into any undisclosed agreements, nor have I received any undisclosed
21 compensation in this case. The only compensation I will receive is whatever amount the Court awards as
22 an enhancement payment, my share of the settlement as an aggrieved employee, and payment from
23 Defendants in connection with a contemplated separate confidential individual settlement and general
24 release agreement.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct.

3 Executed this 4 day of April 2025, at San Francisco, California.

4  2025-04-04 23:43:28 UTC - 108.147.93.62
5 Nitex AssureSign® 72e56b44-4bb-4222-a220-b2b50184807c

6 Ana Gonzalez