

1 Norman B. Blumenthal, Bar No. 068687
2 Kyle R. Nordrehaug, Bar No. 205975
3 Aparajit Bhowmik, Bar No. 248066
4 Nicholas J. De Blouw, Bar No. 280922

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Fax: (858) 551-1232

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

11 TIANA SELL, an individual, on behalf of
12 herself and on behalf of all persons
13 similarly situated,

14 Plaintiff,

15 vs.

16 EBLOCK CORPORATION, a
17 Corporation; and DOES 1 through 50,
18 inclusive,

19 Defendants.

Case No.: **23CV409729**
[Consolidated with Case No.
23CV410279]

**DECLARATION OF TIANA SELL IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: July 24, 2024
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: January 10, 2023
Trial Date: Not set

28 DECLARATION OF TIANA SELL

1 I, Tiana Sell, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a class representative service payment.
5

6 2. I have personal knowledge of all the facts stated herein. I could and would competently
7 testify under oath to these facts in court if requested to do so.

8 3. I worked for the defendant Eblock Corporation (“Eblock”) in California from June of 2022
9 to August 21, 2022 and during that time period I was classified by Eblock as a non-exempt
10 employee.

11 4. I retained my attorneys who are experienced in both class action and PAGA
12 representative action litigation and claims against employers for violations of the California Labor
13 Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I
14 am not aware of having any actual or potential conflicts of interest with another class member in
15 this case nor am I aware of having any actual or potential conflicts of interest with Apex Class
16 Action Administration, the settlement administrator. I am not aware of any other pending matter
17 or action asserting claims that will be extinguished or adversely affected by this settlement.
18

19 5. I decided to file this class action lawsuit and be a plaintiff/class representative
20 because I felt that my legal rights as an employee and others like me were violated. For example,
21 due in part to understaffing, at least once a week my meal periods were either late, short or
22 completely missed. Also, I often did not receive compliant duty-free rest periods. Eblock failed to
23 provide me with all the meal and rest break premium payments I should have received when these
24 violations occurred. In addition, my supervisors contacted me on my cell phone on a regular basis
25 during off hours to discuss work-related issues. I was not paid any wages for this time and was not
26 reimbursed for the reasonable expenses I incurred as a result of using my cell phone for work-
27
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DECLARATION OF TIANA SELL

1 related matters.

2 6. I spoke to my attorneys several times and discussed how Eblock implemented its
3 company policies and procedures. I also assisted my attorneys in their investigation into my
4 claims by providing them documents and answering their questions. I reviewed the complaint
5 before it was filed and was given access to an electronic file sharing program that alerted me via
6 email when important documents were filed so that I could review them and keep up with the
7 developments in the case which I understood was one of my duties as a class representative. I
8 could also access court filings from this case on my attorney's law firm website. Also, I was
9 informed that Eblock had the right to take my deposition, and that the preparation and deposition
10 itself could take multiple days. Although my deposition was not taken, I feel I would have been
11 adequately prepared and comfortable to give testimony on my experiences.
12

13 7. Even though this action is in the process of settling, I was and remain prepared to
14 perform all the duties of a class representative. I understand that as a class representative I have
15 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
16 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
17 benefit of the class members and surrender any right to compromise the group action for an
18 individual gain.
19

20 8. I understood that being a plaintiff/class representative in this case meant that I was
21 seeking damages not only for myself but also other current and/or former non-exempt employees
22 working for Eblock in California who make up the class. I felt that these individuals were not
23 aware of their labor law rights and even if they were they would probably be apprehensive about
24 speaking up or even simply because of the time, effort and risk involved in filing a class action
25 lawsuit.
26

27 9. I understood that being a part of this lawsuit involved risks. For example, my
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1 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
2 pay for all or part of the attorney fees and costs paid by Eblock to defend this lawsuit. Also, I
3 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it
4 against me or downgrade me as a potential hire. As the only named Plaintiff in this case it would
5 not be difficult for a future employer to become aware that I sued a former employer for labor law
6 violations. Ultimately I decided these risks were worth it and decided to fight for my rights and
7 the rights of others regardless of the risks, time and effort I spent on this case.
8

9 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
10 kept up to date on important developments by reviewing court filings that were made available to
11 me electronically as I described above.
12

13 11. A mediation took place on October 26, 2023 with Michael Dickstein, a well-
14 respected and experienced mediator of wage and hour class actions. After the mediation the
15 parties were able to come to an agreement to settle the action based on a mediator's proposal. I
16 communicated with my attorneys regarding the terms of the settlement which was reached
17 between the parties and understood that I was representing absent class members and therefore
18 wanted the best possible result to be obtained for the class members and I believe a very positive
19 result was in fact achieved via settlement. I reviewed and signed the Memorandum of
20 Understanding on November 3, 2023. When the final settlement agreement was ready I reviewed
21 it closely and signed it on December 21, 2023.
22

23 12. I have been actively involved with this lawsuit performing the duties described above.
24 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
25 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
26 settlement process. I estimate that I spent approximately 30-40 hours working on this case up
27 until this point. I believe I have been diligent and have done what is expected of a named plaintiff
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1 and a proposed class representative to date, and will continue to do so. I have and always will
2 maintain the best interest of the class members.

3 13. My attorneys explained to me that the settlement process involves a two-step
4 review by the Court to determine whether the settlement is fair before approving the settlement. I
5 know this process also involves notifying all class members of the settlement terms and of their
6 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
7 settlement.
8

9 14. I believe I did the right thing by filing this case on behalf of the class members who,
10 subject to court approval, are in line to receive monetary payments as a result of this case and
11 settlement. This is money they may never have ever gotten if I did not pursue this action on their
12 behalf. I feel significant personal satisfaction to know that I played a role in the class members
13 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
14 requested class representative service payment of \$12,500 from the settlement is fair
15 compensation for the work I performed and the risks I undertook.
16

17 15. As part of the settlement it was necessary for me to sign a general release of all claims I
18 may have against Eblock. I believe the class representative service payment I have requested
19 provides me with some compensation for this agreed release.
20

21 16. In light of all the time and effort I have spent on this case, the risk I undertook by
22 suing a former employer, the exposure to being responsible for paying Eblock's costs in the event
23 we did not win the case, the reputational risk that future employers may hold this lawsuit against
24 me, the general release and in light of the size of the settlement, I believe the request for
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DECLARATION OF TIANA SELL

1 \$12,500 as a class representative service payment is fair and reasonable.

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

5 Executed on Jun 26, 2024, at San Jose, CA
6 (city, state)

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Tiana Sell (Jun 26, 2024 17:48 PDT)
Tiana Sell

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