

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
John L. Nitti (State Bar #330752)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
jnitti@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Nicole Noursamadi (State Bar #357246)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
nicole@zakaylaw.com

Attorneys for Plaintiff STANLEY RENE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

STANLEY RENE, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

v.

KOCH FILTER CORPORATION, a Kentucky
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No. CVRI2300700

**DECLARATION OF STANLEY RENE IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: January 30, 2025

Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 1

1 I, Stanley Rene, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion
4 for Final Approval of Class Action and PAGA Settlement and in support of Plaintiff's Motion for Class
5 Counsel Award and Class Representative Service Award. I have personal knowledge of all the facts
6 stated herein. I could and would competently testify under oath to these facts in court if requested to do
7 so.

8 2. I retained Class Counsel November 2022 and filed the lawsuit in February 2023. I filed
9 the case on behalf of myself and all current and former hourly-paid or non-exempt employees who
10 worked for Defendant Koch Filter Corporation ("Defendant") within the State of California during the
11 period of February 9, 2019, through July 16, 2024.

12 3. I have worked for Defendant as a non-exempt employee in California since November
13 2015. At all times during my employment, I was subject to Defendant's written policies and procedures
14 contained in, among other things, the "Koch Filter Employee Handbook."

15 4. I filed the case because I believed my rights as an employee were violated by Defendant
16 and also the rights of other employees that worked for Defendant. Among other claims, I believe
17 Defendant failed to provide compliant meal and rest periods, failed to pay for all time worked, failed to
18 reimburse necessary business expenses, and failed to furnish accurate, itemized wage statements, and
19 failed to pay all wages when due and at the correct rate of pay.

20 5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with
21 my attorneys. We discussed my work experience and how company policies were applied to me and
22 other employees. I provided the attorneys with documents they requested. We reviewed the documents
23 together and asked and answered many questions regarding my experience working for Defendant, the
24 litigation process, and about class actions generally.

25 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
26 and as proposed a Class Representative. I understood that pursuing this action as a class action rather
27 than merely seeking my individual claims substantially increased the risk to me. Those risks included
28 the possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action if

1 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
2 the attorneys and the Court because I needed to prove that I was an adequate class representative.
3 Further, I understood that I would lose some autonomy over my individual claims that I could not make
4 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
5 of the Settlement Class in mind.

6 7. I also understood that pursuing this litigation created a very public record of my grievances
7 with Defendant which produced the risk that a future employer could hold it against me that I sued a
8 former employer.

9 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
10 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to
11 receive from this settlement. My attorneys explained to me that the net settlement value of my individual
12 claims may be greater than my ultimate recovery from the net class settlement amount.

13 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
14 I believed violations occurred and most employees would not know what their rights are and even if
15 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

16 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
17 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
18 because I wanted to keep up with developments in the case which I understood was one of my duties as
19 a class representative.

20 11. **Review and Approval of Settlement:** Mediation was held on April 16, 2024. Even
21 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
22 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke
23 with my attorneys after the mediation and discussed the mediator's proposal which was ultimately
24 accepted. I was very satisfied with the terms of the settlement that was agreed to by the parties. I
25 reviewed and signed the Memorandum of Understanding on April 30, 2024, and when the settlement
26 papers were ready, I again spoke with my attorneys and reviewed the settlement agreement which I
27 signed on June 11, 2024.

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1 **A. Plaintiff's Individual Claims**

2 12. Throughout my employment with Defendant, I experienced sexual harassment,
3 retaliation, and racial discrimination ("Individual Claims"). I am an African American male.

4 13. Throughout my employment, a group of Defendant's employees made monkey sounds
5 around me. As the only African American employee, these noises could not be targeted at anyone else.
6 I reported these occurrences to Defendant's Human Resources, but my reports fell on deaf ears and the
7 harassment and discrimination continued.

8 14. During the Summer 2021, one of Defendant's employees groped me on various parts of
9 my body. This was not a singular occurrence. I was inappropriately touched multiple times throughout
10 my employment with Defendant. Again, my reports fell on deaf ears and the harassment continued.

11 15. On multiple occasions throughout my employment, Defendant has taken disciplinary
12 actions against me after engaging in protected activities. Specifically, in 2021, I reported safety concerns
13 regarding the workplace, including information about my sexual harassment experience.

14 16. Further, in early 2023, I was discouraged to apply for a promotion by Defendant's
15 supervisors and managers who lied about the compensation of the new title to convince me not to apply.

16 17. On April 9, 2024, I filed a complaint of discrimination with the California Department of
17 Fair Employment and Housing and received a "right to sue," thereby exhausting my administrative
18 remedies.

19 18. As a result of the discrimination, harassment, and discouragement to apply for a
20 promotion, I believe my damages range from \$8,000 to \$12,000. This range excludes non-economic
21 damages, such as emotional distress damages and putative damages. In connection with my Individual
22 Claims, I have negotiated a \$10,000.00 settlement with Defendant in exchange for a broad general 1542
23 release. I believe my individual settlement represents a reasonable compromise for the harassment and
24 discrimination I have endured. The reasonableness of my individual settlement amount is evidence of
25 the absence of conflict for me and my counsel with respect to the class.

26 19. Once preliminary approval of the Settlement is granted, my counsel will file a formal
27 motion for the negotiation Class Representative Service Award. This motion will be accompanied by a
28 further declaration from me that describes the services I performed to prosecute this action, includes an

1 estimate of time I spent performing these services, the risks I assumed or benefits I received in
2 prosecuting this action. This declaration will also identify any adverse consequences I suffered in
3 prosecuting this action.

4 20. I am not a named plaintiff in any other class or PAGA case, pending or closed.

5 21. **Participation:** Since I retained Class Counsel approximately twenty-six months ago, I
6 have been actively involved with this class action lawsuit performing the duties described above. While
7 I did not keep formal time records, I was in regular contact with my attorneys, attended hearings,
8 reviewed important court filings, and spent considerable time on the issues presented during the
9 litigation and in the settlement process. I estimate that I spent approximately 25 hours working on this
10 case.

11 22. Also, my attorneys explained to me that the settlement process involved a two-step review
12 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
13 and paid. I knew this process also involved notifying all class members of the settlement terms and of
14 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
15 settlement.

16 23. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
17 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
18 that the requested Class Representative Service Award in the amount of \$5,000 from the settlement is
19 fair compensation for the (1) the broad general release I executed, (2) the work I performed, (3) the
20 sacrifices made not pursuing this case individually, and (4) the risks I undertook.

21 24. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
22 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendant's
23 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
24 for \$5,000 as a service award is fair and reasonable.

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25. Further, I have reviewed the terms of the Settlement, including the monetary terms. I support my attorneys' application for a Class Counsel Award in the amount of \$119,333.33, comprised of \$99,333.33 for attorneys' fees (one-third of the Gross Settlement Amount) and up to \$20,000 for reimbursement of actually incurred litigation expenses.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 01/01/25, at Riverside (Location/City), California.

By: Stanley Rene
STANLEY RENE