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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

YESENIA GUTIERREZ and KATHY CHAN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC., a California Corporation,

Defendant.

Case No. CIVSB2300014

**DECLARATION OF KATHY CHAN IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL**

Date: June 9, 2025

Time: 8:30 a.m.

Dept: S26

Judge: Christian Towns

I, Kathy Chan, declare as follows:

1. I am a named Plaintiff and putative Class Representative in this matter. I am over 18 years of age. I have personal knowledge of the following facts and could and would testify competently to them.

My Employment at Esri

2. I was employed by Esri in California from October 2018 to September 2022 as a financial analyst.

3. According to my offer letter, Esri classified me as an exempt employee. Esri did not pay me 1.5 times my regular hourly rate for overtime. Instead, Esri had a “Bank” time policy that worked as follows: I had to track my hours worked and submit them to Esri. Each bi-weekly timesheet had to add up to 80 hours, whether based on time worked or a combination of time worked, sick leave, holiday, and/or vacation time. Then, if I worked more than 80 hours, my overtime hours would be “banked” meaning that I could choose to get paid for them at a later date or use them as time off. The banked hours were credited at a rate of 1:1, i.e. one hour of time off for one banked hour, and one hour of pay at my regular hourly rate for one banked hour. In other words, I was not paid an overtime rate for hours worked over 40 in a week (or 8 in a day).

4. If I worked less than 40 hours in a week, those “missing” hours would be taken out of my earned sick time, vacation time, or “banked” time. If I did not have any sick, vacation, or bank time, then I would incur a “negative” bank balance. According to the Bank Time policy, if I had a negative bank balance at the end of the year, I would have to discuss it with my supervisor., although as far as I recall, I never ended the year with a negative balance.

5. In addition, I was never told by anyone at Esri that I was entitled to off-duty meal and rest breaks, and Esri did not pay me premium pay for missed breaks when I worked through my lunch or rest breaks.

6. In March 2020, like many other employees, I shifted to remote work due to the COVID-19 shutdown. I paid out of pocket for my home office expenses, including high speed internet and cellphone. Esri did not reimburse me anything for these monthly expenses.

My Decision to Act as a Class Representative

7. After speaking to my attorneys about my work experience at Esri, I decided to join this lawsuit as a named Plaintiff and Class Representative. I was concerned that joining the lawsuit would make me appear litigious and impact my ability to find other jobs in the future. Nonetheless,

1 I decided to proceed because I felt it was important to ensure that Esri was held accountable for any
2 Labor Code violations and that my colleagues and I suffered.

3 8. I believe that my claims are typical of those of the Class Members on whose behalf
4 I allege unpaid overtime, missed breaks, wage statement, waiting time penalties, and unreimbursed
5 expense claims, and my interests are aligned with their interests. I am fully committed to
6 representing the interests of the Class Members. I understand that I am required to put the interests
7 of the Class Members before my own and to make decisions that are in the best interests of the
8 Class, which is what I have done thus far and will continue to do until this case is concluded.

8 **My Time and Efforts Devoted to this Case**

9 9. I first spoke with my attorneys about my claims in late 2022. During our initial
10 conversation, we discussed the details of my employment with Esri including my job duties and
11 responsibilities; how I recorded time using Esri's timekeeping system; Esri's pay policies including
12 its Bank Time Policy; how Esri classified me; and my transition from on-site to remote work due
13 to COVID-19. We also discussed this lawsuit, which had been filed by another former employee
14 of Esri (Yesenia Gutierrez), and what my duties and obligations as a Class Representative would
15 be if I joined the lawsuit. This initial conversation lasted between 1 and 1.5 hours.

16 10. Following that call, I spent about an hour searching through my records to find my
17 offer letter and wage statements to e-mail to my attorneys.

18 11. Subsequently, my attorneys asked me to look for additional documents related to
19 my employment and to look through my contacts for former colleagues who would be willing to
20 speak to my attorneys about their experience at Esri in order to aid the investigation of this case. I
21 located and provided my attorneys with names of several former Esri colleagues.

22 12. Thereafter, in about January 2023, my attorneys sent me a draft PAGA Notice to
23 review and approve. I carefully reviewed the PAGA Notice to make sure that the facts that
24 described my employment experience were accurate and that I agreed with everything the Notice
25 stated.

26 13. In March 2023, my attorneys sent me a draft Amended Complaint, adding me as a
27 Named Plaintiff, Class Representative, and PAGA Plaintiff. I carefully reviewed the Complaint
28 before approving it for filing. I total, I estimate I spent one hour reviewing and approving the PAGA
Notice and the Complaint.

14. In September 2024, I reviewed the mediation brief in preparation for the upcoming
mediation with Esri scheduled for October 1, 2024. After I reviewed the brief, I discussed it my

1 attorneys. We also discussed my attorneys' views as to the strength and weaknesses of each claim,
2 and generally what to expect at mediation. I spent at least one hour reviewing the brief and speaking
3 to my attorneys.

4 15. Although I was not able to attend the entire mediation due to work obligations, I did
5 take a few hours off work to meet the mediator and answer any questions she had. I also made sure
6 to be available by phone through the entire day, as my attorneys asked me to do, in case they needed
7 to reach me for questions or to discuss a proposed settlement.

8 16. After the mediation concluded, my attorneys told me that the case did not settle, but
9 that the mediator made a settlement proposal, which each party could accept or reject. I discussed
10 the terms of the mediator's proposal with my attorneys and agreed to accept it on behalf of the
11 Class. Several days after the mediation session, my attorneys informed me that a settlement had
12 been reached.

13 17. My attorneys subsequently sent me a Memorandum of Understanding, which I
14 reviewed, discussed with my attorneys, and approved. Approximately three months later, my
15 attorney sent me a long-form Settlement Agreement to review. I reviewed the Settlement
16 Agreement and discussed it with my attorneys before signing it. I spent approximately one to 1.5
17 hours reviewing these documents, discussing them with my attorneys, and discussing the timeline
18 for finalizing the settlement.

19 18. I estimate that, to date, I have spent at least 12 hours on the tasks described above.
20 However, this estimate only captures time spent on the tasks that demanded my attention for
21 significant blocks of time since I started working on this case nearly 2.5 years. There are numerous
22 emails and calls with my attorneys which were relatively short and which are difficult for me to
23 estimate. I also communicated about this case with some of my former colleagues, and spent time
24 here and there searching for documents, which are not captured in this declaration.

25 19. I have done my best to represent the interests of the Class Members by promptly
26 responding to my attorneys whenever they reached out to me, searching for documents, reviewing
27 and approving case documents, and reaching out to former colleagues about the case. I am very
28 proud of the result this case achieved. I believe that the settlement provides a meaningful recovery
for the members of the Class and provides incentives to employers to comply with the Labor Code.

I declare under penalty of perjury under the laws of the United States and the State of California
that the foregoing is true and correct. Executed on 5/8/2025.

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KATHY CHAN

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