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8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11 BENNY MURRAY II, as an individual on
behalf of himself and on behalf of all others
12 similarly situated,
13 Plaintiff,
v.

14 ALCLEAR, LLC, a Delaware limited
15 liability company; and DOES 1-100,
16 inclusive,
Defendants.

Case No.: 23STCV03573

Assigned for All Purposes to:
Hon. Wendy Chang
Dept. 36

**SUPPLEMENAL DECLARATION OF CHAD
SAUNDERS IN SUPPORT OF MOTION FOR
APPROVAL OF SETTLEMENT UNDER
PRIVATE ATTORNEY'S GENERAL ACT**

Date: December 3, 2024
Time: 8:30 a.m.
Dept.: 36

1 **DECLARATION OF CHAD SAUNDERS**

2 I, CHAD SAUNDERS, Declare:

3 1. I am an attorney duly licensed to practice in California and before this Court, and I
4 am a partner with Crosner Legal, PC, counsel of record for plaintiff Benny Murray, II. I make this
5 supplemental declaration in support of Plaintiff's Motion for Approval of Settlement under the
6 Private Attorneys General Act. If called to testify as to the within facts, I would and could
7 competently do so.

8 2. **Does the definition of the PAGA period exceed the statute of limitations? If not**
9 **why?** The definition of the PAGA Period (Settlement Agreement § 1.21) does not exceed the
10 statute of limitations. The statute of limitations for a PAGA case reaches back 1 year under Code of
11 Civil Procedure § 340.6, plus an additional 65 days of tolling under Labor Code § 2699.3(a)(2)(A)
12 while the PAGA notice is under submission to the Labor & Workforce Development Agency.
13 Brown v. Ralphs Grocery Co. (2018) 28 Cal.App.5th 824, 839 (time periods specified in Labor
14 Code § 2699.3(a) are in addition to the one-year statute of limitations). Here, Plaintiff filed his
15 complaint on May 9, 2023, and going back one year and 65 days yields a PAGA Period start date of
16 March 5, 2022, as reflected in the Settlement Agreement.

17 3. **Are all payees persons who were employed by the alleged violator and against**
18 **whom one or more of the alleged violations was committed?** Yes, all individuals eligible to
19 receive a settlement payment (a) must have been employed by Defendant, as reflected in the
20 definition of "Aggrieved Employee" (Settlement Agreement, § 1.4) and (b) as alleged in the
21 operative complaint, all such individuals suffered one or more of the alleged violations based on
22 Defendant's alleged common practices and procedures.

23 4. **What is the range of potential recovery?** I estimate the range of potential recovery
24 for the Aggrieved Employees will range from approximately \$5.89 (for an individual who worked 1
25 pay period) to about \$388.74 (for an individual employed for the entire PAGA Period).

26 5. **The settlement contains a Civil Code § 1542 waiver. Please justify the inclusion.**
27 The Civil Code § 1542 waiver applies to named Plaintiff Benny Murray II only, as he is entering

28 SUPPL SAUNDERS: I
into a full release of claims (Settlement Agreement § 5.1) and, as reflected in the Settlement
DECLARATION ISO MOTION FOR
APPROVAL OF PAGA
SETTLEMENT

1 Agreement at § 5.1.1, further waiving his rights under Civil Code § 1542. Section 5.2 of the
2 Settlement Agreement sets forth the release applicable to all other Aggrieved Employees and does
3 not include a Section 1542 waiver.

4 6. **Is there a letter that will go to aggrieved employees explaining the payment?**

5 Yes, attached as Exhibit A is a copy of the letter the Parties propose to send with the settlement
6 checks.

7 7. **Will there be a judgment of dismissal?** The Parties are requesting the Court enter

8 judgment in the matter, as reflected in Paragraph 9 of the [Proposed] Order, without a dismissal.

9 8. **How will the judgment be sent to the LWDA?** As required by Labor Code §

10 2699(k)(3)-(4), Plaintiff will submit the judgment to the LWDA within 10 days via the LWDA's
11 online portal ([https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)
12 [Act.html](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)).

13 9. My office submitted this supplemental declaration, and gave notice of the continued

14 hearing, to the LWDA via its online portal. Attached hereto as Exhibit B is a true and correct copy
15 of the LWDA's acknowledgment of receipt.

16 10. For the foregoing reasons as well as those set forth in the moving papers, it is

17 respectfully requested that the Court approve the settlement.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing
19 is true and correct. Executed on November 22, 2024, at Berkeley, California.

20
21 

22 Declarant

EXHIBIT

A

[Date]

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619

Re: PAGA Settlement Payment

Dear Current or Former Employee of Alclear, LLC,

You are receiving this notice because Alclear, LLC's records indicate that you worked for the company in California as a non-exempt employee between March 5, 2022, and [the date of the settlement's approval]. This letter concerns the settlement of a lawsuit filed against Alclear, LLC (Los Angeles County Superior Court Case No. 23STCV10429). In this case, the Plaintiff sought civil penalties under the California Private Attorneys General Act (PAGA) on behalf of the State of California and other non-exempt employees in California, based on alleged labor code violations.

Alclear, LLC has disputed these claims and believes it has consistently paid employees in compliance with the law, and the Court has not made any determinations regarding the claims.

To avoid the costs and time associated with litigation, the parties agreed to settle the matter, and this settlement has been approved by the Court. As part of the settlement, funds have been allocated for penalties under PAGA, with 75% designated for the State of California and 25% for eligible employees like yourself.

The enclosed settlement check represents your portion of the PAGA settlement. You are protected from retaliation for cashing this check. Please note that checks not cashed within 180 days of issuance will be voided, with unclaimed funds transferred to the California Controller's Unclaimed Property Fund in your name.

Regardless of whether you cash the check, by law, this settlement releases claims for penalties under PAGA as outlined in the case.

If you have any questions about this notice or the settlement, please contact the Settlement Administrator at (800) 355-0700.

EXHIBIT

B