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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

DAIJA WALKER and ADAM JOY, on behalf of)
themselves and on behalf of all persons similarly)
situated,)

Plaintiffs,

vs.)

CROSSROADS TRADING CO., INC, a)
California corporation; and DOES 1 through 10,)
inclusive,)

Defendants.)

Case No. 23CV416909

**DECLARATION OF DAIJA WALKER
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: August 21, 2024

Hearing Time: 1:30 PM

Judge: Honorable Theodore C. Zayner
Dept: 19

Date Filed: June 6, 2023

Trial Date: Not set

1 I, Daija Walker, 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
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. During the class period I have worked as a sales representative for the Defendant
10 Crossroads Trading Co., Inc. ("Crossroads" or "Defendant") in California and during that time
11 period I have been classified by Crossroads as a non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 Apex Class Action LLC., the settlement administrator. I am not aware of any other pending
19 matter or action asserting claims that will be extinguished or adversely affected by this
20 settlement.
21

22 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
23 because I felt that my legal rights as an employee and others like me were violated. For example,
24 I often did not receive compliant meal and rest breaks which were late, interrupted or missed
25 entirely. I also did not receive all the meal and rest break premiums I was entitled to and when I
26 did receive premium payments they were often an incorrect amount. As to rest breaks in
27

1 particular, Crossroads had a policy that did not relieve employees of all duties on the basis that
2 “rest periods are paid as time worked”. I was also required to remain on call during my rest
3 breaks. Additionally, due to a lack of staffing, I was unable to take legally-compliant meal
4 periods.

5
6 6. I spoke to my attorneys several times and discussed how Crossroads implemented
7 its company policies and procedures. I also assisted my attorneys in their investigation into my
8 claims by providing them documents and answering their questions. I reviewed the complaint
9 before it was filed and after it was filed I was given access to an electronic file sharing program
10 that alerted me via email when important documents were filed so that I could review them and
11 keep up with the developments in the case which I understood was one of my duties as a class
12 representative. I would also contact my attorneys from time to time if I had any questions about
13 the case.
14

15 7. Even though this action is in the process of settling, I was and remain prepared to
16 perform all the duties of a class representative. I understand that as a class representative I have
17 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
18 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
19 benefit of the class members and surrender any right to compromise the group action for an
20 individual gain.
21

22 8. I understood that being a plaintiff/class representative in this case meant that I
23 was seeking damages not only for myself but also other current and/or former non-exempt
24 employees working for Crossroads in California who make up the class. I felt that these
25 individuals were not aware of their labor law rights and even if they were they would probably
26 be apprehensive about speaking up or even simply because of the time, effort and risk involved
27

1 in filing a class action lawsuit.

2 9. I understood that being a part of this lawsuit involved risks. For example, my
3 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
4 pay for all or part of the attorney fees and costs paid by Crossroads to defend this lawsuit. Also,
5 I knew there was a risk that future employers, if they ever find out about this lawsuit, could hold
6 it against me or downgrade me as a potential hire. As one of only two named Plaintiffs in this
7 case it would not be difficult for a future employer to become aware that I sued my employer for
8 labor law violations. Ultimately I decided these risks were worth it and decided to fight for my
9 rights and the rights of others regardless of the risks, time and effort I spent on this case.
10

11 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
12 kept up to date on important developments by reviewing court filings that were made available to
13 me electronically as I described above.
14

15 11. A mediation took place on February 27, 2024 with Lynne Frank, a well-respected
16 and experienced mediator of wage and hour class actions. After the mediation the parties were
17 able to reach an agreement to settle the action based on a mediator's proposal. I communicated
18 with my attorneys regarding the terms of the settlement which was reached between the parties
19 and understood that I was representing absent class members and therefore wanted the best
20 possible result to be obtained for the class members and I believe a very positive result was in
21 fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on
22 February 29, 2024 and when the final settlement papers were ready, I closely reviewed the
23 Settlement Agreement which I signed on April 24, 2024.
24

25 12. I have been actively involved with this lawsuit performing the duties described above.
26 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
27

1 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
2 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
3 up until this point. I believe I have been diligent and have done what is expected of a named
4 plaintiff and a proposed class representative to date, and will continue to do so. I have and
5 always will maintain the best interest of the class members.
6

7 13. My attorneys explained to me that the settlement process involves a two-step
8 review by the Court to determine whether the settlement is fair before approving the settlement.
9 I know this process also involves notifying all class members of the settlement terms and of their
10 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
11 settlement.
12

13 14. I believe I did the right thing by filing this case on behalf of the class members who,
14 subject to court approval, are in line to receive monetary payments as a result of this case and
15 settlement. This is money they may never have ever gotten if I did not pursue this action on their
16 behalf. I feel significant personal satisfaction to know that I played a role in the class members
17 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
18 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
19 compensation for the work I performed and the risks I undertook.
20

21 15. As part of the settlement it was necessary for me to sign a general release of all claims I
22 may have against Crossroads. I believe the Class Representative Service Payment I have
23 requested provides me with some compensation for this agreed release.
24

25 16. In light of all the time and effort I have spent on this case, the risk I undertook by
26 suing my employer, the exposure to being responsible for paying Defendant's costs in the event
27 we did not win the case, the reputational risk that future employers may hold this lawsuit against
28

me, the general release and in light of the size of the settlement, I believe the request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

Executed on Jul 25, 2024, at east palo alto, ca.
(city, state)

Daija Walker
Daija Walker (Jul 25, 2024 10:09 PDT)

Daija Walker