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7

8 Attorneys for Ian Wilson Decosta,  
individually and on behalf of all others similarly situated  
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10 **IN THE SUPERIOR COURT OF CALIFORNIA**  
11  
12 **COUNTY OF LOS ANGELES**

13 IAN WILSON DECOSTA, individually and on  
behalf of all others similarly situated,

14 Plaintiff(s),

15 v.  
16

17 BARKLEY & ASSOCIATES, INC; and DOES 1  
through 100,

18 Defendant(s).  
19

Case No. 23STCV14292

**DECLARATION OF IAN WILSON  
DECOSTA IN SUPPORT OF MOTION  
FOR APPROVAL OF PAGA  
SETTLEMENT**

**Date:**  
**Time:**  
**Dept: 52**

20 I, IAN WILSON DECOSTA, declare as follows:

21 1. I am over the age of 18 and the named plaintiff in the above captioned case. I have personal  
22 knowledge of the facts attested to herein, and if called upon to testify I could and would  
23 competently testify thereto.

24 2. I was employed by Barkley & Associates, Inc. ("Defendant") from approximately  
25 September 7, 2022, to approximately September 27, 2023.

26 3. I initiated my first contact with Frontier Law Center shortly after my termination.  
27 Thereafter, I retained Frontier Law Center to represent me in a lawsuit against Defendant. While I  
28

1 was initially looking for an individual case, my attorneys made me aware of the Labor Code PAGA  
2 and I made the decision to pursue both my individual claims and a PAGA action. I spoke to the  
3 lawyers at Frontier Law Center and their staff regularly through the nearly 2 years since retaining  
4 them as Counsel.

5 4. I understand that the lawsuit alleges that I and the other Aggrieved Employees were denied  
6 legally compliant meal and rest breaks, and that our wage statements were consequently inaccurate  
7 in that they did not correctly state information such as wages earned or hours worked. I further  
8 understand that the lawsuit alleges that, as a result of the break violations, I and other Aggrieved  
9 Employees were not paid all wages at termination. Further, I understand that the lawsuit alleges a  
10 claim for violation of the Unfair Competition Law, as to myself only, for the above-mentioned  
11 violations. I understand the PAGA claims belong to the state of California and are enforcement  
12 actions brought to recover civil penalties for violations that would otherwise be payable to the state.  
13 I understand that, per the PAGA statute at the time this action was commenced, 75% of PAGA  
14 penalties recovered go to the State, and the remaining 25% are shared by the Aggrieved Employees.

15 5. I believe that I suffered from the same break violations as the other Aggrieved Employees. I  
16 was able to provide documents in support of my claims to counsel, including communications with  
17 Defendant and payment information identifying Defendant. I assisted in all aspects of litigation,  
18 including reviewing and providing feedback on Defendant's written meal and rest break policies,  
19 my own employee file, and my payment and punch records.

20 6. In the past 2 years litigating this case, despite family and work obligations, I have spent  
21 approximately 10 hours on this case since my initial contact with my lawyers. I reviewed the  
22 relevant documents and pleadings in this case, including the above-mentioned employee file and  
23 punch and payment records.

24 7. I actively participated in the negotiation of the settlement in this case, and in so doing I  
25 understood that I was acting as a Private Attorney General on behalf of the State and the Aggrieved  
26 Employees. I was prepared to sit for trial on this case on a PAGA basis, for up to several weeks as  
27 necessary.

8. I accepted the potential risk of being liable for Defendant's costs if we were unsuccessful in this lawsuit. I have accepted the stigma of being a PAGA representative in a labor dispute, which is a label that may affect my future employability for the rest of my life.

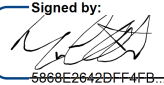
9. In addition to the risks I accepted above, and the time I spent litigating the case, by way of this settlement I am also releasing Defendant from not only the individual claims that were plead in this action, but any potential claim I may still have against Defendant arising from my employment with them by signing a general release. I understand that meal and rest break penalties, as well as waiting time penalties, are calculated on the basis of an employee's hourly rate. As my hourly rate at termination was approximately \$23 per hour, working full time for approximately 24 weeks, I understand that the maximum value of my individual meal and rest breaks, and derivative claims, exceeds \$10,000.

10. I believe the service payment is therefore fair and reasonable. Even accounting for my individual claims being compromised, the amount is fair compensation for my time spent working on the case, risks taken in bringing the litigation, and potential employment stigma that arises from publicly suing a former employer on behalf of a state.

11. I believe the attorney fee request in this case is fair and reasonable. My attorneys obtained a good result on behalf of the State and the limited number of Aggrieved Employees, and handled this case swiftly and efficiently. Further, I understand that my attorneys agreed they would only be paid in the event that I either prevailed or they were awarded fees as part of a settlement.

12. Thus, I believe the Settlement overall is fair and reasonable and should be approved. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 1/30/2025, in victorville, California.  
DATE CITY

Signed by:   
5869E2642DFF4FB...  
Ian Wilson DeCosta