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Attorneys for Plaintiff,
 Kayla Heitzenroder

SUPERIOR COURT OF CALIFORNIA
COUNTY OF KERN

SERINA MAIRE BLACKMON, KAYLA
 MARIE HEITZENRODER, AND
 MALLORIE CHRISTINE MATTESON,
 individually and on behalf of all others
 similarly situated,

Plaintiffs,

v.

M & S SECURITY SERVICES
 INCORPORATED., and DOES 1 to 100,

Defendants.

) CASE NO. 22CV00643
)
) CLASS ACTION
)
) **DECLARATION OF KAYLA**
) **HEITZENRODER IN SUPPORT OF**
) **PLAINTIFF'S MOTION FOR**
) **PRELIMINARY APPROVAL OF CLASS**
) **ACTION AND PAGA SETTLEMENT**

) Action filed: March 30, 2022
)
)
)
)
)

1 I, Kayla Marie Heitzenroder, declare as follows:

2 1. I am an individual currently residing in California. I am over the age of 18, and the
3 following is based upon my own personal knowledge. If called to testify, I could and would
4 competently testify thereto.

5 2. I was employed in California by M & S Security Services Incorporated. (hereinafter
6 referred to as "M&S") from approximately May 10, 2023, to June 5, 2023, as a Security Officer.

7 3. I initiated my first contact with Frontier Law Center on approximately June 6, 2023.
8 Thereafter, I retained Frontier Law Center to represent me in the class action and Private Attorney
9 General Act ("PAGA") lawsuit. I spoke to the lawyers at Frontier Law Center and their staff
10 regularly through the past 13 months since retaining them as Counsel.

11 4. I understand that the lawsuit alleges Defendants failed to provide fully compliant
12 meal and rest breaks in which employees were relieved of all duty, and failed to pay all earned
13 wages to hourly employees for all the time that they worked each day due to failure to pay for time
14 spent in non-compliant meal breaks where employees were not relieved of all duty. I also
15 understood that the lawsuit alleged that the paystubs provided by Defendants were not compliant
16 with the labor code, as they did not correctly state the hours worked or wages earned. In addition, I
17 understand that the lawsuit alleges that Defendant failed to pay wages to employees who have quit
18 or were terminated within the timeframes required by Labor Code sections 201 and 202. Finally, I
19 understand that the lawsuit sought penalties under the Private Attorney General's Act ("PAGA").

20 5. While I was employed by Defendant, I was not able to take legally compliant off-
21 premises meal or rest breaks, because I was required to stay on site and vigilant to calls. There
22 appears to be no reason why Defendant could not have allowed me to take fully off-duty meal and
23 rest breaks if they had simply provided adequate staffing levels.

24 6. I believed that the policies about which I complained were the same for all
25 Defendants' hourly employees. I was able to provide documents and to review documents that
26 were produced in this action including paystubs, handbooks, and policy documents. I believe that
27 the documents that I provided to my counsel as well as documents produced by Defendants verify
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1 that Defendants was not properly paying me or other hourly employees. I assisted in all aspects of
2 this litigation, including providing information to my attorneys to help them draft informal
3 discovery requests and responses which my attorneys sent on behalf of myself and the putative
4 class members, and attending telephonic conferences in preparation for mediation. I reviewed
5 documents provided to me by my attorneys and spent numerous hours in discussions about this
6 matter with my attorneys at the Frontier Law Center.

7 8. Despite numerous family obligations and work matters, I have spent approximately
8 16 hours on this case since my initial contact with the lawyers on this matter, over a years ago,
9 and anticipate more time as the class settlement notice will be mailed shortly. I asked for and was
10 provided with all relevant documents and pleadings in this case including the defense position in
11 preparation for mediation. I have reviewed the settlement papers and the payroll, time records, and
12 policy documents that were produced in the litigation and for the mediation session. I was also
13 involved in discussing evidence provided in advance of mediation. I participated in all calls as
14 requested by counsel.

15 9. I made myself available on the Zoom call during the mediation on March 21, 2024.
16 I was involved in the settlement negotiations and discussions with Frontier Law Center. I gave my
17 authorization to negotiate and the parties settled at mediation under the guidance of mediator David
18 Lampe.

19 10. I am an adequate representative of the hourly employees. I also believe that I am
20 adequate to represent all class members in the claims that are being certified on a conditional basis
21 as a result of the settlement. My interests are the same as the other hourly employees, as all
22 employees in the class were subject to the same policies and procedures at issue in the suit. I also
23 believe my attorneys are adequate to represent the class. I have always been prepared and willing to
24 remain a class representative through trial in this matter, if necessary.

25 11. Prior to agreeing to be a class representative, I agreed that I was informed and gladly
26 agreed to accept the following in regard to my role as a class representative:

- a. A class representative represents the interests of all members of the class in the litigation to recover money damages or obtain injunctive relief for the class;
- b. I would and did represent all persons who are similarly situated with respect to a common course of conduct or practice. In other words, all those persons who are affected by the challenged behavior;
- c. A class representative has claims that are typical of those of the class, and thus involve common issues of law or fact;
- d. A class representative always considers the interests of the class just as she would consider her own interests and must put the interests of the class before her own interests. This means that I am a champion of the class or a fiduciary litigant;
- e. A class representative always actively participates in the lawsuit, as necessary, by, among other things, answering interrogatories, producing documents to the defendants and giving deposition and trial testimony if required. I understood that I may be required to travel to give such testimony;
- f. A class representative recognizes and accepts that any resolution of the lawsuit, by dismissal or settlement, is subject to Court approval, and must be designed in the best interest of the class as a whole;
- g. A class representative is not required to be particularly sophisticated or knowledgeable about the subject of the lawsuit. However, a class representative should follow the progress of the lawsuit and should provide all relevant facts to the lawyers for the class. I did follow the progress of the case from the day it was filed until the present;
- h. A class representative volunteers to represent or champion many other people with similar claims and injuries because of the importance of the case and that necessity that all class members benefit from the lawsuit equally; the savings of time, money and effort should benefit all parties and the Court. Class actions are an

1 important tool to assure compliance with the law even where an individual' losses
2 may be relatively small.

3 12. I also understood that I was acting as a Private Attorney General on behalf of the
4 aggrieved employees and the State of California.

5 13. I believe that the Class Action Settlement in the gross amount of \$220,000 obtained
6 on behalf of the class of approximately 284 class members is excellent in view of the complex and
7 varied issues involved with the case. I took into consideration the strength and weakness of the
8 various claims for all employees and along with my attorneys agreed to the settlement. I was prepared
9 to sit for class trial, PAGA trial, and individual trial if necessary. I strongly support the settlement
10 in this matter. When I was contemplating settlement, I always kept the best interests of the class in
11 mind over my own and I was not willing to settle the matter until I felt it was in the best interest of
12 all class members. I understand that the settlement value is approximately of the maximum
13 theoretical value of the case, or **11.5%** of what I could reasonably expect to receive at trial, based on
14 the evidence provided in preparation for mediation. I believe that this is an excellent result because
15 the net settlement amount provides \$403.17 per class member (based on raw average, although the
16 actual distribution will be by number of workweeks). As set forth above, I have been involved with
17 the pleadings, informal discovery, and the settlement negotiations prior to, during, and after the
18 mediation session. I understand many risk factors that were considered and financial issues that were
19 considered when agreeing to the settlement being presented to the Court. I have every reason to
20 believe that the class members will be excited about the settlement amount and their respective
21 settlement share. Despite the financial hardship that it would have caused me, I was prepared to sit
22 in trial for up to 2-4 weeks, if necessary.

23 14. I have no claim that was antagonistic to the class. I accepted the potential risk of
24 being liable for the opposing parties' costs if we were unsuccessful in this lawsuit. I have accepted
25 the stigma of being a class representative in a class action labor dispute which has affected my future
26 employability with Defendants and in the same industry.

1 15. Furthermore, it is my opinion that my request for a class representative enhancement
2 in the amount of \$7,500.00 is fair, reasonable and adequate. I had legitimate fear that my
3 participation as the lead and sole Plaintiff in this class action and PAGA representative action would
4 result in future issues should I try to work in the same industry. I accepted the potential risk of being
5 liable for the opposing parties' costs if we were unsuccessful in this lawsuit, I will provide the Court
6 with another declaration at the time of Final Approval justifying the request after the Notice period
7 has expired. I do understand that the enhancement amount is not guaranteed and that the requested
8 amount is fair and reasonable in light of my work experience and the fact that I gave up my right to
9 sue Defendant for any other individual claims by signing a general release.

10 16. As part of this class settlement and in exchange for the \$7,500.00 class representative
11 enhancement, I am signing a general release. I also understand that, other than my co-plaintiffs who
12 have since dropped their name from the class action, there is not one other employee, current or
13 former, that agreed to be a named Plaintiff in this matter. I am aware that many of my former co-
14 workers were afraid to be added to the complaint for fear of retaliation and the inconvenience of
15 being a named plaintiff. In addition, I have accepted the risk that further employers may be reluctant
16 to hire me due to being a litigation risk. Accordingly, I do believe that a \$7,500.00 enhancement is
17 reasonable and fair.

18 17. I support my attorneys' request for fees as I believe the fee request of 35% of the gross
19 settlement amount of \$220,000 or \$77,000, to be fair and reasonable in light of the hours spent
20 litigating my case.

21 18. I also believe that the attorneys' cost request of not to exceed \$7,000, exclusive of
22 Settlement Administration Costs, is reasonable in light of the excellent work and favorable result my
23 attorneys achieved for the members of the class. I believe that the attorneys' costs incurred to date
24 from the lawyers retained to represent me and the class are reasonable and have been necessarily
25 incurred and paid to prosecute this action and achieve this excellent result, including the costs of the
26 mediator. I believe that my attorneys have worked hard to keep costs low, and were able to
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1 successfully negotiate conducting informal discovery and resolve the case before incurring expenses
2 such as experts.

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

5 Executed this 19th day of July, 2024 at Bakersfield, California
6 (day) (month) (City)

7 DocuSigned by:
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9 Kayla Marie Heitzenroder
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