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Attorneys for Plaintiff, JOHNNY ELIJAH STINSON
as an aggrieved employee, and on behalf of all other aggrieved employees

[*Additional counsel on following page*]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ALAMEDA**

JOHNNY ELIJA STINSON, as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys General Act of 2004,

Plaintiff,

v.

PERFECT 85 DEGREES C, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24CV070989

[Assigned for all purposes to the Hon. Keith Fong in Dept 517]

**DECLARATION OF PLAINTIFF JOHNNY ELIJA STINSON IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT**

**DECLARATION OF JOHNNY ELIJA STINSON**

1. I am a party to this action and reside in the State of California. I am fully competent to make this declaration. I have personal knowledge of the facts set forth herein, except for those stated on information and belief, and as to those I am informed and believe them to be true. If called upon to testify, I could and would testify as set forth herein.

2. I make this Declaration in support of Plaintiffs' Motion for Approval of Representative Action Settlement.

3. I was employed by defendant Perfect 85 Degrees C, Inc. ("Defendant"), as a non-exempt hourly-paid employee, with duties that included, but were not limited to, baking bread and cookies, checking orders, sending orders on time, organizing the stuff, and shipping the cakes from approximately April 20, 2023 through approximately July 19, 2023.

4. I am informed and believe that, throughout my employment with Defendant, myself and other non-exempt, hourly paid employees of Defendant were not paid all wages owed because we were not paid for all time under Defendant's control, or for which we were suffered or permitted to work by Defendant. In addition, I am informed and believe we were not paid all overtime hours worked at the overtime rate of pay owed due to, without limitation, failure to record all time worked and failure to pay for off-the-clock work.

5. During my employment with Defendant, I often took meal periods that were after the fifth hour, short, or not duty-free. I witnessed other non-exempt, hourly paid employees with my job duties often taking meal periods that were after the fifth hour, short, or not duty-free, as well.

6. I do not recall receiving any premium pay for the full, timely and uninterrupted meal periods I was not provided an opportunity to take and am informed and believe that my coworkers were not provided premium pay for not being provided with the opportunity to take full, timely and uninterrupted meal periods either.

7. I do not believe I was provided with opportunities to take full, uninterrupted 10-minute rest periods while working with Defendant and am informed and believe my coworkers were often not provided with such an opportunity, either.

8. I do not recall receiving any premium pay for the full rest breaks I was not provided an opportunity to take and am informed and believe that my coworkers were not provided premium pay for not being provided with the opportunity to take full, uninterrupted 10-minute rest periods, either.

9. I do not recall that I was indemnified with work-related expenses and am informed and believe my coworkers were often not provided with such an opportunity, either.

10. I do not recall that I was paid all wages due upon termination and am informed and believe my coworkers were often not provided with such an opportunity either.

11. Before and during the course of litigation, I was actively involved in assisting my attorneys to support the wage and hour claims asserted. My involvement began before the initial complaint was filed wherein, I provided first-hand knowledge and documentation as to Defendant's practices, their ownership and corporate structure, and their wage and hour policies and practices.

12. Part of the information I relayed was with regard to Defendant's timekeeping policies and practices, and their meal and rest period policies and practices.

13. I provided them with all the documentation provided to me by Defendant during my employment.

14. I assisted in reviewing time and payroll records with my attorneys, and informed them of Defendant's employment policies, and whether those policies matched Defendant's practices.

15. My attorneys called me to ask me questions over several times throughout the litigation and I contacted my attorneys several times to stay updated on the case and offer my assistance on any matters I could be helpful with. I was also available for mediation by telephone, during which I was available to be called to answer the questions posed by the mediator regarding the asserted claims, as well as arguments raised by Defendant. In addition, I worked with my attorneys over the next several months after mediation to understand and execute a long form settlement agreement.

16. Over the past few months since the matter has been resolved, I have stayed in touch

with my attorneys to ensure that there was no undue delay in payment for other similarly aggrieved employees for whom I brought this Action.

17. I believe that, through the present, I have spent at least 27 hours in connection with this matter, which included time spent having preliminary calls with my attorneys; doing an intake with my attorneys; time spent searching for documents relating to my employment; time spent reading and understanding the Settlement Agreement; time spent answering calls to discuss Defendant's timekeeping, pay, meal and rest periods, and to review time and payroll records; time spent discussing with my attorneys Defendant's policies and practices; time spent on-call at mediation; and time spent checking in on the status of the case, among other things. I also spent time preparing this declaration to support Plaintiff's Motion for Approval of Representative Action Settlement.

18. I feel that by bringing this lawsuit, I could stand up for not only my rights but the rights of other employees who suffered from the same unfair wage practices. I felt that current employees might not want to share their experiences with Defendant since they feared losing their jobs. This is certainly understandable as I, too, have to provide for myself and others.

19. By bringing this lawsuit, I have put the interests of the similarly aggrieved employees ahead of my own.

20. I understood that I could possibly earn a small enhancement if this case is resolved favorably. I also knew that I could face retaliation from Defendant and backlash from former coworkers who are loyal to Defendant. I have also had to provide a general release of claims and a waiver of rights under California Civil Code Section 1542 to Defendant as part of the settlement. My understanding, in addition, is that if I brought this case individually, I may have earned more compensation individually and on a much quicker timeline than the timeline to resolve this Action.

21. My goal in bringing this lawsuit was to obtain a recovery on behalf of the similarly aggrieved employees, and, even more importantly, to put an end to what I believe are illegal practices on the part of Defendants. I believe I have achieved both through this lawsuit and settlement.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct this September 25, at Los Angeles, California.

Johnny Stinson

JOHNNY ELIJA STINSON