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DESIREE GARCIA
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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF SAN LUIS OBISPO**

17 DESIREE GARCIA, individually, and on
18 behalf of other members of the general public
similarly situated, and as an aggrieved
19 employee and Private Attorney General;

20 Plaintiff,

21 vs.

22 SESLOC FEDERAL CREDIT UNION, an
unknown business entity; and DOES 1
23 through 100, inclusive,

24 Defendant.
25
26
27

Case No.: 22CV-0295

*Assigned for All Purposes to: Hon. Craig B.
Van Rooyen, Dept. 2*

**DECLARATION OF DESIREE GARCIA
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date: February 27, 2025

Hearing Time: 9:00 a.m.

Department: 2

Complaint Filed: June 8, 2022

Trial Date: None Set

DECLARATION OF DESIREE GARCIA

I, Desiree Garcia, declare as follows:

1. I am over 18 years of age and a resident of California. I am the named Class and PAGA Representative in the action entitled *Garcia v. SESLOC Federal Credit Union, et al.*, San Luis Obispo Superior Court, Case No. 22CV-0295. I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

2. I was employed by Defendant SESLOC FEDERAL CREDIT UNION ("Defendant") from approximately December 2017 to approximately May 2020. During my employment with Defendant, I was employed as an hourly-paid, non-exempt employee, and was paid an hourly rate for the work I performed.

3. In or about March 2021, I decided to seek legal advice about my experiences working for Defendant and about pursuing my grievances against it. I contacted Class Counsel and spoke with their attorneys. Afterwards, I investigated complex wage-and-hour class actions on my own and then reached out to Class Counsel again to discuss my situation, and what it meant to be a named plaintiff and Class Representative. I wanted to take steps to make sure that Defendant was held accountable for not compensating its hourly employees for all time worked and failing to comply with California's wage and hour laws.

4. After speaking with my attorneys and investigating complex wage-and-hour actions in general, I agreed to serve as the Class Representative in the Action.

5. As part of becoming the Class Representative, I understood that I had a responsibility to the Class.

6. My duties were explained to me by my attorneys. I understood that in representing the interests of other employees, I must consider their interest above my own interests in the Action. I am not aware of any interests that I have had that are contrary to the interests of the proposed Class Members. I also do not know of any conflict of interests that would keep me from adequately representing the Class.

7. I was also aware that becoming a Class Representative could involve additional work including searching for documents, my deposition being taken, and that I might have to take

1 time off to participate in the Action. I still agreed to serve as the Class Representative in order
2 to help others recover these wages.

3 8. After agreeing to serve as the Class Representative, I spoke with my attorneys
4 extensively. Since my case was filed, I have spent considerable time meeting with my attorneys
5 regarding the case and fulfilling my responsibilities as the Class Representative which included
6 searching for documents I might have related to the Action, reviewing documents with my
7 attorneys, discussing issues regarding Defendant's policies, practices, and procedures, and
8 providing guidance regarding the duties of other non-exempt employees and generally my
9 employment with Defendant. I also helped my attorneys develop a strategy as to what documents
10 and information to obtain from Defendant. I routinely checked in with my attorneys and their staff
11 to make sure they had all of my most current information and any additional information that I had
12 obtained.

13 9. I wanted to do whatever I could to make sure Defendant paid me and other
14 employees what I believe was owed to us for all the hours we worked and for what I believe were
15 non-compliant meal and rest breaks. I believed that the Action could help not only myself but
16 others who I believe had similar difficulties working for Defendant.

17 10. As the case moved forward, I provided substantial information regarding
18 Defendant's policies, practices, and procedures. I had several additional phone calls with my
19 attorneys throughout the Action and attempted to respond promptly whenever Counsel contacted
20 me or needed additional information. I spoke with my attorneys for many hours, including
21 extensively before the mediation and attempted to provide any help I could on the Action. I
22 proactively monitored the status of the case and reached out to my Counsel regarding ongoing
23 developments.

24 11. When the Action settled, I reviewed the Settlement Agreement and discussed its
25 terms with my attorneys. When I had additional questions about the Settlement, I contacted my
26 attorneys and reviewed the provisions of the Settlement Agreement where I was unclear. I kept
27 in contact with my attorneys throughout the settlement process and will continue to actively
28 participate in the Action and monitor the Action until it is finalized.

1 12. I believe I took on a substantial risk in agreeing to serve as the Class Representative
2 despite being made aware that there was no certainty regarding the outcome of the Action or
3 how long it would take to recover the wages owed to myself and the other Class Members.

4 13. Although I was concerned and afraid about being the representative in this public
5 lawsuit, I decided to put my own interests aside and bring the lawsuit that would be beneficial
6 not just for myself, but for all employees. I have not yet suffered any adverse consequences as a
7 result of this lawsuit, but neither have I received any benefit for representing the Class, the
8 PAGA Members, or for the help I provided my attorneys.

9 14. I have not entered into any undisclosed settlement agreements, nor have I received
10 any undisclosed compensation in the case. The only compensation I will receive is whatever
11 amount the Court awards as a Class Representative Incentive Payment, as well as my share of
12 the settlement fund as a Class Member.

13 15. Furthermore, as part of the Settlement, I have agreed to a much broader individual
14 release than the more limited release made by other Class Members.

15 16. I believe that I have done everything that my attorneys have asked of me and have
16 tried to the best of my ability to represent the Class Members, State of California, and PAGA
17 Members. I think my efforts helped to get the results obtained in the Action, and as the Class
18 and PAGA Representative, I respectfully request that the Court award me an Incentive Payment
19 in the amount of \$7,500.00 for my active participation in the Action. Taking into consideration
20 the time I have dedicated to the litigation, the risks I took in order to recover on behalf of not
21 just myself but others, and the general release I have entered on my own behalf, I believe that
22 this amount is reasonable.

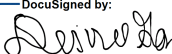
23 17. I am not related to anyone associated with Lawyers *for* Justice, PC or Protection
24 Law Group, LLP. I have been explained and understand that both Lawyers *for* Justice, PC and
25 Protection Law Group, LLP are my counsel of record. My attorneys explained to me their
26 proposed division attorneys' fees, and I have given written approval for their fee splitting
27 agreement.

28 I declare under penalty of perjury under the laws of the State of California that the

foregoing is true and correct.

Executed on 1/22/2025.

DocuSigned by:


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Desiree Garcia