

Jonathan M. Genish (State Bar No. 259031)
 jgenish@blackstonepc.com
 Miriam L. Schimmel (State Bar No. 185089)
 mschimmel@blackstonepc.com
 Joana Fang (State Bar No. 309623)
 jfang@blackstonepc.com
 Alexandra Rose (State Bar No. 329407)
 arose@blackstonepc.com
BLACKSTONE LAW, APC
 8383 Wilshire Boulevard, Suite 745
 Beverly Hills, California 90211
 Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff ALEJANDRA JIMENEZ,
 individually, and on behalf of Aggrieved Employees pursuant to the California Private
 Attorneys General Act

[Additional Counsel on Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

DARREN GARCIA, an individual on behalf of
 himself and all others similarly situated,

Plaintiff,

v.

CLEARFREIGHT, INC., a California
 Corporation; and DOES 1 through 50,
 inclusive,

Defendants.

 ALEJANDRA JIMENEZ, individually, and on
 behalf of Aggrieved Employees pursuant to the
 California Private Attorneys General Act

Plaintiffs,

vs.

CLEARFREIGHT INC., a California
 corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 23STCV22946 (Lead)
(Consolidated with Case No. 23STCV28938)

*Assigned for all purposes to Hon. Carolyn B.
 Kuhl, Dept. 12*

**DECLARATION OF TAYLOR
 EDWARD LEBOWE IN SUPPORT OF
 PLAINTIFFS' MOTION FOR
 APPROVAL OF PAGA SETTLEMENT
 AND AWARD OF PAGA COUNSEL
 FEES PAYMENT, PAGA COUNSEL
 LITIGATION EXPENSES PAYMENT,
 ENHANCEMENT PAYMENT, AND
 ADMINISTRATION EXPENSES
 PAYMENT**

Date: November 20, 2024
 Time: 10:30 a.m.
 Department: 12

Garcia Complaint Filed: September 21, 2023
Garcia FAC Filed: November 27, 2023
Jimenez Complaint Filed: November 28, 2023
Garcia SAC Filed: August 2, 2024

1 D.LAW, INC.
Emil Davtyan (SBN 299363)
2 Emil@d.law
David Yeremian (SBN 226337)
3 d.yeremian@d.law
Natalie Haritounian (SBN 324318)
4 n.haritounian@d.law
880 E Broadway
5 Glendale, CA 91205
Telephone: (818) 962-6465
6 Fax: (818) 962-6469

7 Attorneys for Plaintiffs DARREN GARCIA and
TAYLOR EDWARD LEBOWE, on behalf of
8 themselves and others similarly situated
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF TAYLOR EDWARD LEBOWE

I, Taylor Edward Lebowe, hereby declare under penalty of perjury as follows:

1. I have personal knowledge of all matters stated herein, and if called as a witness, I could and would competently testify thereto, except as to those matters stated upon information and belief, and as to those matters, I believe them to be true.

2. I am a named Plaintiff in the above-captioned lawsuit, and I submit this declaration in support of Plaintiffs' Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Payment, and Administration Expenses Payment ("Motion").

3. I worked for Defendant ClearFreight, Inc. ("Defendant") as an hourly, non-exempt Import Specialist in California from approximately January 2022 to March 2023 during the PAGA Period.

4. I originally decided to contact an attorney because I felt that some of Defendant's policies and practices violated the law. As a result, I decided to seek legal advice about my experience working for Defendant and to obtain information about filing a lawsuit to redress these grievances. In that regard, I contacted D.Law, Inc. and spoke with their attorneys to gain a better understanding of what it meant to bring a class and representative action under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). After speaking with them, I decided to retain D.Law, Inc. to proceed with my claims against Defendant.

5. Based on my communications with other employees, what I witnessed while working for Defendant, and my personal experience as an employee for Defendant, it was my belief that my experiences were not unique to me but were shared by all of the non-exempt employees that worked for Defendant.

6. I have been in regular contact with my attorneys throughout the prosecution of this case and have been kept apprised of all aspects of the case. Throughout the litigation, I have always been available to provide my attorneys with helpful information for this lawsuit.

7. I understood that a large amount of work could be required of me as a named representative, and I was willing to and did engage in this work. I had regular discussions with my attorneys,

1 provided my attorneys with information and documents from my employment with Defendant,
2 responding promptly to my attorneys' various communications regarding this matter, and
3 reviewing and analyzing the settlement agreement and settlement papers.

4 8. Although I did not attend the mediation in person, I was available via phone. During the
5 settlement negotiations, my attorneys continually communicated and explained every part of the
6 negotiation process. Having been fully informed and advised by my attorneys as to the strengths
7 and risks associated with further litigation, I gave my consent to settle with Defendant for the gross
8 settlement amount of \$290,000, which I find to be fair and reasonable.

9 9. I reviewed the settlement agreement in this matter and discussed it with my attorneys
10 before I signed it. As part of the settlement agreement, I agreed to a general release of my claims
11 against Defendant. This includes a release for my individual wage and hour claims. I believe the
12 requested \$5,000 for my agreement to this release, which is broader than the claims being released
13 by the other aggrieved employees who can still bring their own claims against Defendant, is fair
14 and reasonable.

15 10. I joined this lawsuit on behalf of myself and the other aggrieved employees because I
16 wanted to fix what I perceived as problems affecting all of us. From the very beginning, I
17 understood that I was participating in this case, not only for my own benefit, but for the many
18 past and present non-exempt employees.

19 11. While I truly believe that I was doing the right thing in pursuing this case, I do believe
20 that I have paid a price for the greater good of other employees, who will now obtain some relief
21 through the terms of the proposed settlement.

22 12. It is my understanding that D.Law, Inc. has entered into a written fee splitting agreement
23 with attorneys at Blackstone Law, APC. I have been properly informed and have consented to
24 and approved the aforementioned fee-splitting agreement in writing.

25 13. I am not related to anyone associated with Blackstone Law, APC or D.Law, Inc.

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

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Executed this 5th day of September, 2024 at Los Angeles, California.

DocuSigned by:

By: _____
TAYLOR EDWARD LEBOWE