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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

TEDDY LAWRENCE DREHER, on
behalf of himself and all others similarly
situated, and the general public,

Plaintiffs,

v.

CENTER FOR EMPLOYMENT
OPPORTUNITIES, INC., a New York
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CLASS ACTION

Case No. 23CV007758

Assigned for All Purposes To:
Honorable Lauri Damrell
Dept. 22

**DECLARATION OF CUTRENIA M.
SAXON IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: July 17, 2026
Time: 9:00 a.m.
Dept.: 22

Action filed: September 1, 2023
FAC filed: July 9, 2024
Trial: None Set

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DECLARATION OF CLASS REPRESENTATIVE CUTRENIA SAXON

I, Cutrenia Saxon, declare as follows:

1. I am a competent adult, over the age of eighteen, and named Plaintiff (“Plaintiff”) in the matter *Teddy Lawrence Dreher v. Center for Employment Opportunities, Inc.* The following declaration is based on my personal knowledge and, if called as a witness, I could and would competently testify thereto.

2. I submit this Declaration in support of the Motion for Preliminary Approval of the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) entered into between myself, the other named plaintiffs (“Plaintiffs”), and other similarly situated employees of Center for Employment Opportunities, Inc. (“Defendant”), and Defendant (“Plaintiffs and Defendant are collectively referred to herein as “the Parties”). (See Declaration of Enoch J. Kim (“Kim Decl.”), Exhibit 1, Settlement Agreement).

3. I understand that I am submitting this Declaration in support of preliminary and final Settlement approval in this action and my requested Class Representative Service Payment (“Service Payment”) of \$10,000.

4. I worked for Defendant from approximately January 2024 to March 2024, as a non-exempt, hourly employee.

5. I am familiar with the work involved in prosecuting the Class Action against my former employer Center for Employment Opportunities, Inc. I have had numerous meetings with my attorneys. I am familiar with the claims made, the mediation proceedings, and settlement discussions, and have participated in all stages of the litigation up to and including preparation for preliminary approval of the settlement on behalf of the class.

6. When I worked for Defendant, I was subjected to the same Labor Code claims involving failure to provide meal periods, failure to provide rest periods, failure to minimum wages and overtime, failure to pay for reporting time, failure to pay sick pay, failure to provide accurate wage statements, failure to pay all wages upon termination, and failure to reimburse necessary business expenses, as the other settlement class members (“Class Members”). From my experience and the documents and information I have reviewed, I believe Defendant’s

1 policies are or were uniformly applied to all hourly, non-exempt employees who worked for
2 Defendant in California. I believe I have been similarly situated with the other Class Members as
3 defined in the Settlement Agreement.

4 7. I understand that I am asking to be approved to serve as a class representative for
5 the Class Members in this action, which I understand is defined as, “all persons employed by
6 Defendant in hourly, non-exempt positions in California during the Class Period,” which is the
7 period from September 16, 2021, through March 7, 2025. (Kim Decl., Exhibit 1, Settlement
8 Agreement, ¶ 1.5, 1.12.) I also understand that I am serving as the representative plaintiff on
9 behalf of similarly aggrieved employees in California in connection with the PAGA
10 representative claims. I signed an acknowledgment of my duties as a class representative at the
11 outset of this action. I understood and believed that the way that Defendant failed to pay me for
12 my hours worked was the same as the way in which it failed to pay all other employees who
13 worked for Defendant.

14 8. I have and will continue to adequately represent the interests of all members of
15 the proposed class I seek to represent. My claims are typical of these Class Members and involve
16 the same common issues. I have no interests that are inconsistent with any of these Class
17 Members.

18 9. I have always considered the interests of the other Class Members just as I have
19 my own interests and understand that I must put the interests of the other Class Members before
20 my own. I have participated, and will continue to participate, in this lawsuit up to and through
21 the time of judgment. I have volunteered to represent the other Class Members because of the
22 importance of the case and so that other Class Members can benefit from the enforcement of the
23 law and the savings of time, money, and effort that come from settling this case on a class basis.

24 10. I believe that the settlement obtained on behalf of the settlement class is fair and
25 reasonable in view of the issues and risks involved with the case.

26 11. I believe that the Class Representative Service Payment of \$10,000 is fair and
27 reasonable. This payment takes into consideration the time, effort, risk, stress, and sacrifice
28 attendant to championing the wage and hour claims for the benefit provided to all Class Members

as a result of my involvement in the case.

12. I have spent approximately 80 hours on this case. This includes the initial time I spent investigating these claims and all work for this litigation, meeting with my attorneys, the mediation preparation and participating in the mediation, and all follow-up work with my attorneys. I believe I have been diligent and acted accordingly with what is expected of a class representative throughout all stages of the litigation. I will continue to do so up to and including a final approval of the settlement.

13. I believe that my interests have been and continue to be aligned with all Class Members, and I have been and am willing to continue to pursue the Class Members' claims vigorously on our collective behalf. As a result, I believe I do not have any interests that are averse to those of the Class Members. I understood it was my responsibility to actively participate in the lawsuit to safeguard the interests of other Class Members and to ensure that my interests were not in conflict with those of the other employees. I did so to the best of my ability, and I believe I have maintained the best interests of the Class Members.

14. I have spent time communicating with Class Counsel to receive answers to my questions or updates on the case's progress. I have devoted my time to this action and to vigorously representing the interests of the Class, including by performing the following:

a. Researching the issues and claims I could bring against Defendant searching for an attorney, and talking to my counsel about initiating this action;

b. Being interviewed in detail by my counsel regarding the working conditions Class Members and I operated under for Defendant, and particularly my experiences and the policies and practices that applied to my employment and the employment of the other similarly situated employees;

c. Searching for and gathering relevant documents in my possession and providing them to my attorneys, and reviewing all documents produced by Defendant;

d. Speaking with and informing my attorneys of the identities of potential witnesses and Class Members and responding to questions from Class Members and counsel and from Defendant in discovery in preparation for mediation;

1 e. Preparing for the mediation session and reviewing settlement-related
2 documents and working with counsel to prepare and provide executed final versions of the
3 Settlement Agreement. I have also worked with counsel in connection with the motion for
4 preliminary approval of the Settlement Agreement in drafting this Declaration and will also do so
5 as necessary in connection with final approval; and

6 f. Regularly receiving and responding to correspondence and phone calls
7 from my attorneys regarding the claims, case status, and then the Settlement and other related
8 documents.

9 15. This decision posed other risks for me, too, and I did not make the decision to
10 become involved in this class action lightly. I was concerned about the attention a publicly filed
11 lawsuit, and especially a class action, would attract. My name would be associated with a lawsuit
12 that I filed against my employer. I was aware that it is possible, and relatively easy, to perform
13 background checks of publicly filed documents on the internet, sometimes with nothing more
14 than a simple Google search. I was mindful that prospective employers might find out that I sued
15 a former employer, and that this could hurt my employability in the future. I believed in this case
16 and was willing to be the Class Representative despite the risks involved.

17 16. I have reviewed with my counsel the Settlement Agreement we have negotiated
18 with Defendant in this action on behalf of the Class Members. I agreed to the terms because I
19 believe the Settlement is fair and reasonable. I have been advised by my attorneys that **the**
20 **average class member will receive a settlement payment of approximately \$195.17.** This is a
21 great benefit to all Class Members.

22 17. I understand that once the Court grants preliminary approval of the Settlement and
23 to me serving as the class representative, the action will proceed with Settlement administration
24 and then the final approval process.

25 18. In my opinion, the requested Service Payment of \$10,000 is fair and reasonable
26 given the risks I have taken, the tasks I have performed, the time I have invested, and the real
27 benefit that the Class Members will receive from the Settlement.

28 19. I understand my requested \$10,000 Service Payment is subject to the Court's final

1 approval and discretion, and I respectfully request that the Court approve awarding it and
2 approve me to serve as the class representative for settlement purposes.

3 20. I have no knowledge of the existence of a conflict between any of the putative
4 Class Members, the other named Plaintiffs, and myself or my attorneys.

5 21. I have no interest in nor any actual or potential conflict of interest with the
6 settlement administrator.

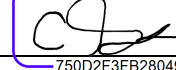
7 22. I have no interest in nor any actual or potential conflict of interest with the *cy pres*
8 recipient Bay Area Legal Aid and Community Legal Aid SoCal.

9 23. I am also aware of the fee splitting agreements between Class Counsel and I have
10 signed an acknowledgement regarding this.

11
12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct.

14 Executed on 2/27/2026, 2026 at Rancho Cucamonga, California

Signed by:



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Cutrenia Saxon