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12 individually and on behalf of all others similarly situated

13 **IN THE SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15 VERONICA LUNA, individually and on behalf
16 of all others similarly situated,

17 Plaintiff(s),

18 v.

19 C&W FACILITY SERVICES, INC.; and DOES
20 1 through 100,

21 Defendant(s).
22

Case No. 24LBCV01176

**DECLARATION OF PLAINTIFF
VERONICA LUNA IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

23
24 **DECLARATION OF VERONICA LUNA**

25 I, Veronica Luna, declare as follows:

26 I am the named plaintiff and class representative in this action against C&W FACILITY
27 SERVICES, INC ("Defendant"). I worked for Defendant as a non-exempt employee in the position
28 of administrative assistant from approximately April 2011 to November 2023.

1 During my employment, I personally experienced the Labor Code violations alleged in this
2 lawsuit. These violations included not receiving proper meal and rest breaks; not receiving accurate
3 itemized wage statements; and not being paid all wages due upon termination.

4 I believe the proposed settlement of \$1,130,000 is fair, reasonable, and adequate. The
5 settlement provides substantial monetary relief to class members and addresses all of the Labor
6 Code violations alleged in the lawsuit. It was reached after extensive negotiations with the help of
7 an experienced employment law mediator.

8 I support my attorneys' request for fees as I believe the fee request of 33 1/3% of the gross
9 settlement amount of \$1,130,000 or \$376,629 to be fair and reasonable in light of the hours spent
10 litigating my case.

11 I also believe that the attorneys' cost request of not to exceed \$35,000, exclusive of Settlement
12 Administration Costs, is reasonable in light of the excellent work and favorable result my attorneys
13 achieved for the members of the class. I believe that the attorneys' costs incurred to date from the
14 lawyers retained to represent me and the class are reasonable and have been necessarily incurred and
15 paid to prosecute this action and achieve this excellent result, including the costs of the mediator.

16 I understand my obligations as the class representative, which include representing the
17 interests of all class members fairly and adequately, putting the interests of the class above my own
18 personal interests, actively participating in the litigation process, staying informed about the
19 progress of the case, and assisting my attorneys in providing information and evidence to support
20 the claims.

21 I have spent over 20 hours working with my attorneys at Frontier Law Center to litigate this
22 case. This time has included providing detailed information about my employment experiences,
23 participating in multiple phone interviews to discuss the case, reviewing and approving the
24 complaints filed in this action, and discussing settlement negotiations and terms.

25 I am an adequate representative of the class members in this case, and I have no claim that
26 was antagonistic to the class. I believe that I am adequate to represent all class members in the
27 claims that are being certified on a conditional basis as a result of the settlement. My interests are
28 the same as the other hourly employees, as all employees in the class were subject to the same

1 policies and procedures at issue in the suit. I also believe my attorneys are adequate to represent the
2 class. I have always been prepared and willing to remain a class representative through trial in this
3 matter, if necessary.

4 As part of this class settlement and in exchange for the \$10,000 class representative
5 enhancement, I am signing a general release. I have accepted the stigma of being a class
6 representative in a class action labor dispute which could affect my future employability with other
7 employers in the same industry. Accordingly, I do believe that a \$10,000 enhancement is reasonable
8 and fair.

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

11 Executed on October 15, 2025, California.

Signed by:
Veronica Luna
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VERONICA LUNA