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Attorneys for Plaintiff, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SACRAMENTO**

KALU EKEH, as an individual and on
 behalf of all others similarly situated,

Plaintiff,

vs.

QUALITY TECHNOLOGY SERVICES,
 LLC, a Delaware limited liability
 company; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: 24CV019854

(Assigned to the Hon. Jill H. Talley, Dept. 8A)

**DECLARATION OF KALU EKEH IN
 SUPPORT OF PLAINTIFF’S MOTION FOR
 FINAL APPROVAL OF CLASS ACTION
 SETTLEMENT**

Date: June 26, 2026

Time: 9:00 a.m.

Dept.: 8A

Action Filed: September 30, 2024

Trial Date: None Set

DECLARATION OF KALU EKEH

I, Kalu Ekeh, declare as follows:

1. I am individual over 18 years of age. I am the named plaintiff in the above-referenced action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I was hired by Defendant Quality Technology Services, LLC (“Defendant”) as a Data Center Operations Technician and Critical Operations Technician in approximately 2013. I worked for Defendant as an hourly, non-exempt employee until the end of my employment on or about September 12, 2024.

3. It is my contention that throughout my employment, I regularly worked shifts without being provided with off-duty meal and rest breaks. I also contend that I was required to keep my phone on and respond to work-related calls during my breaks. Further, I allege that I was not paid premium compensation for the missed, late, or interrupted breaks, but on occasions when the premium was paid, I believe that it was not paid at the correct, regular rate of pay.

4. Likewise, I believe that whenever I worked overtime and/or double time or was paid sick pay, the wages were also not paid at the regular rate of pay. As a result, I believe that I did not receive all wages owed to me upon separation of employment.

5. I also allege that I did not receive accurate wage statements during my employment with Defendant.

6. I understand that this action was brought on behalf of all other employees in the State of California, and that I am acting as a representative for the Settlement Class. As the Class Representative, I understand that it is my responsibility to act in the best interests of the Settlement Class and not my own. I agree that I will not put my own interests ahead of that of the Settlement Class, and that I will not settle my class claims in this lawsuit separately or independently from the Settlement Class. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the Settlement Class that would impair or affect my ability to serve as representative for the Settlement Class.

7. I understand that the filing of this action was a matter of public record and that

1 this was being prosecuted on a representative basis. I understand that a representative action
2 would take longer to resolve in litigation than an individual action and undertook such risks.

3 8. I have spent a significant amount of time discussing this matter with my attorneys
4 on many occasions and assisting with the prosecution of this matter. To date, I have performed a
5 number of tasks in my role as the representative, including:

6 a. Meeting with my attorneys and discussing this case and the facts involved
7 on numerous occasions, including discussing Defendant's policies and practices related to the
8 claims;

9 b. Searching for and gathering documents related to this case, including my
10 employment records and paystubs;

11 c. Attending and participating in mediation;

12 d. Reviewing the pleadings and other documents, including my PAGA
13 letters, my declaration, and the settlement agreement; and

14 e. Regularly providing information to my attorneys and responding to any
15 questions; and

16 In total, I estimate I have spent between 35 to 40 hours in connection with this lawsuit.

17 9. I have discussed the terms of the settlement with my attorneys, and based on the
18 information provided, I believe the settlement to be fair, adequate, and reasonable for myself and
19 for the entire Settlement Class.

20 10. I am proud of the result of this lawsuit. I feel that it is a positive accomplishment
21 and that many individuals will benefit from this lawsuit because of the actions that I have taken.

22 11. I understand that I could have been liable for Defendant's costs had Defendant
23 prevailed. I also understand that this lawsuit was filed in the public court record, which may
24 affect my ability to obtain future employment.

25 12. I also executed a general release of any and all claims, including a waiver of
26 California Civil Code § 1542, which I understand was not required of other Settlement Class
27 Members.

28 13. I am not affiliated with the organization Legal Aid at Work. I do not have any

relationship with or connection to Legal Aid at Work.

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

Executed on this ²⁶ day of May 2026, at Sacramento, California.

Signed by:

A144ABB4E7E742...
Kalu Ekeh