

1 R. Craig Clark (SBN 129219)
cclark@celg.org
2 Alicja A. Urtnowski (SBN 321215)
aurtnowski@celg.org
3 **CONSUMER AND EMPLOYMENT LAWYERS**
3258 Fourth Avenue
4 San Diego, CA 92103
Telephone: (619) 239-1321

5 *Attorneys for Plaintiff Jacob Nezzar*

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7
8 **FOR THE COUNTY OF KERN**

9 JEFFREY BAER, ANGELIQUE CARGIN,
10 AHNISAH WILSON, and JACOB NEZZER,
as individuals, on behalf of themselves, and all
11 persons similarly situated,

Plaintiffs,

12 v.
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14 GARDA CL WEST, INC, a California
Corporation; GARDAWORLD SECURITY
15 SERVICES OF CALIFORNIA, INC., a
California Corporation; GARDAWORLD
16 SECURITY SERVICES MANAGEMENT
COMPANY, INC., a Missouri Corporation;
17 GARDAWORLD CASHLINK LLC, a Delaware
18 Limited Liability Company; WHELAN
SECURITY OF CALIFORNIA, INC., a
19 Corporation; and DOES 1 and 10 inclusive;

20 Defendants.
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CASE NO.: BCV-24-104193

*Assigned for all purposes to the
Honorable T. Mark Smith, Department T2*

REPRESENTATIVE ACTION

**DECLARATION OF PLAINTIFF JACOB
NEZZER IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR APPROVAL
OF PAGA ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS' FEES,
COSTS, ADMINISTRATION COSTS AND
PAGA REPRESENTATIVE SERVICE
PAYMENT**

Complaint Filed: December 5, 2024
FAC Filed: April 15, 2026

Date: June 3, 2026
Time: 8:30 A.M.
Dept: T2

1 I, Jacob Nezzar declare as follows:

2 1. I am the named Plaintiff in the above-entitled lawsuit. The facts stated in this
3 declaration are based upon my own personal knowledge, except as otherwise stated. If called to testify,
4 I could and would competently testify to the facts stated herein.

5 2. This declaration is submitted in support of Plaintiff's Motion for Approval of PAGA
6 Action Settlement and Application for Attorneys' Fees, Costs, Administration Costs, and PAGA
7 Representative Service Payment, filed and served concurrently herewith.

8 **My Employment with GardaWorld Security Services**

9 3. I was employed as a non-exempt employee by GardaWorld Security Services of
10 California, Inc., formerly known as Whelan Security of California, Inc. ("Defendants") and was assigned
11 to work at multiple worksites in California from approximately March 2023 to October 2024,
12 including in and around the Bay Area, from Union City to Morgan Hill, among other locations.

13 4. My job duties as a security guard included monitoring the premises, not leaving the post
14 and/or vehicle unattended, assisting customers, and/or driving.

15 5. During my employment with Defendants, there were instances where I was not properly
16 compensated for all time worked. Other employees and I performed work "off the clock," such as
17 regularly responding to calls and messages from our supervisors and/or managers outside of work
18 hours without compensation for the time spent responding to calls and/or messages. I was also often
19 required to perform work more than the scheduled shift length to complete the assigned tasks and
20 duties, and was required to report work earlier than the scheduled start of the shift, and I believe
21 Defendants edited and/or rounded my timekeeping records in a way that resulted in me not being paid
22 for all hours worked. On some occasions, I was not paid overtime compensation for days I worked
23 over 8 hours in the related pay period. There were several times when I was denied the opportunity to
24 take a thirty-minute meal break during my shifts, but those breaks were automatically deducted from
25 my pay. Thus, during my employment, I regularly did not receive meal or rest breaks. This was largely
26 because Defendants required me to remain readily available to perform work-related duties throughout
27 my shifts, including during meal and rest periods, and at times before and after shifts, regardless of
28 whether I was clocked in.

6. I sought legal guidance due to the issues I experienced during my employment with Defendants.

This Lawsuit & My Participation

7. I retained Consumer and Employment Lawyers to represent me and others similarly situated in a lawsuit against Defendants. I decided to move forward with this lawsuit because I wanted to hold Defendants accountable for their wrongful conduct and to hopefully change their policies and practices.

8. At the time of filing this lawsuit, I understood, and continue to understand, that by being the named Plaintiff and PAGA representative, I had, and continue to have, an obligation to consider the interests of those I represent as I would consider my own interest. In line with my obligation to those I represent, I have not sought any individual benefits from this lawsuit, nor was I promised any compensation for serving as a representative.

9. I have actively participated in this lawsuit since its inception. At the onset, I had an extensive discussion with my attorneys regarding my experience and provided them with information and documents that I had related to my employment with Defendant. I have spoken with my attorneys on many occasions, including by telephone and email, regarding this lawsuit. For example, I have provided detailed descriptions and answered questions about my complaints and Defendants' policies and practices. I estimate that I have spent approximately 35 hours on the litigation of this case.

10. Prior to mediation, I spoke with my attorneys about the mediation process, the possibility of settlement, and the anticipated terms of the settlement. Following a full day of private mediation, I was pleased to learn that a settlement had been reached.

11. After the terms of the settlement were negotiated, I carefully reviewed the settlement agreement and all related documents. Based upon my review and understanding of the settlement documents, I believe that the settlement on the terms outlined in the agreement is fair and provides a sufficient benefit for the members of the PAGA class and the State of California.

12. I am proud that I took the time and effort to stand up for what I believe is right and just. Throughout this lawsuit, I have not sought individual benefits from this lawsuit, nor was I promised any compensation for serving as a representative. Rather, I maintained this lawsuit because I wanted to

1 hold Defendants accountable. I believe that my efforts were valuable in reaching a resolution of the
2 issues raised in this lawsuit. I have discussed the settlement and all requested awards with my
3 attorneys, and I support and approve the requests based on the quality and quantity of the work
4 performed.

5 13. By stepping forward, I took the risk that future employers may be reluctant to hire me
6 since my name is associated with this case and is part of the public record. I also risked being held
7 financially responsible in the event that this lawsuit was unsuccessful. Nevertheless, I maintained this
8 action and continued my efforts to hold Defendants accountable for their conduct.

9 14. I believe that I have fulfilled my responsibilities as a PAGA representative, and I will
10 continue to fulfill those responsibilities, to the best of my ability, until the end of this lawsuit.

11 15. To the best of my knowledge, I do not have any conflicts of interest with any other
12 member of the PAGA class and will only receive my share of the settlement, as well as any amount the
13 Court awards me as a PAGA Representative Enhancement Payment.

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15 I declare under penalty of perjury under the laws of the state of California that the foregoing is
16 true and correct and that this declaration was executed on this 1 day of May 2026 in Sunnyvale,
17 California.

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Jacob Michael Nezzar (May 1, 2026 09:21:54 PDT)

20 Jacob Nezzar
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