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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

FIDEL ANTONIO MUNOZ individually and
on behalf of himself and all others similarly
situated,

Plaintiff,

v.

MERCURY INSURANCE SERVICES, LLC,
a California limited liability company; and
DOES 1-50, Inclusive,

Defendants.

Case No.: 24STCV08298

[Assigned for All Purposes to the Hon. Carolyn
Kuhl, Dept. 12]

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF DOUGLASS OLMSTED
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION SETTLEMENT**

Date:
Time:
Dept: 12
Judge: Hon. Carolyn Kuhl

Action Filed: April 2, 2024
Consolidated Complaint Filed:
Trial Date: None Set

1 I, Douglass Olmsted, declare as follows:

2 1. I am the named plaintiff in a PAGA representative action case pending against Mercury
3 Insurance Services, Inc. ("Defendant"). The representative action was filed on January 29, 2021, in Santa
4 Clara County Superior Court, Case No. 21CV376878, entitled *Douglass Olmsted v. Mercury Insurance*
5 *Services, Inc.*

6 2. I know all of the facts stated in this declaration, and if called as a witness, I would testify
7 truthfully as to these facts.

8 3. I was employed as a Property Claims Field Specialist II from approximately September 13,
9 2017, to October 1, 2019, working out of my home office and also traveling to sites throughout various
10 counties in California. Throughout my time of employment, I was paid on an hourly basis and I typically
11 worked about 40 hours per week.

12 4. In this position, I was responsible for conducting in-person interviews and investigations
13 of claims made by Defendant's clients. My position required me to work from my home office and also
14 to travel to conduct these interviews and investigations. When I was working out of my home office, I
15 used both my personal equipment and company-provided equipment.

16 5. Defendant required me to work from home with a mixture of my own personal equipment,
17 as well as equipment issued by Defendant. While I used equipment provided by Defendant, I did not
18 receive any reimbursement for the use of my home internet or other utilities. Even after I requested on
19 multiple occasions to be reimbursed for the use of my home internet to complete my work from home,
20 Defendant never reimbursed me for these expenses.

21 6. During my employment with Defendant, I was not paid for all time worked, including
22 overtime. This unpaid time included training time, travel time, time I was required to work while off the
23 clock, and premium wages to which I should have been entitled for missed meal periods and rest periods.

24 7. For instance, I often had difficulty logging into Defendant's timekeeping system, as it
25 would be unresponsive or slow due to heavy use by many employees company-wide all logging in at the
26 same time to clock in or out. As a result, I would regularly work off the clock for 10-15 minutes a day
27 until the timekeeping system was responsive and I could clock in or out.

28 8. I was also required to work off the clock due to my case load and the company requirement

1 that all documents related to a particular claim be saved into the appropriate file within 24 hours of
2 receiving such documents. I often could not complete these tasks during the day while I was traveling
3 from site to site, so I would have to complete filing tasks off the clock after my shift in order to comply
4 with the 24-hour policy.

5 9. The demands of my case load also regularly resulted in taking late, short, or interrupted
6 meal periods, or missing meal periods altogether. For example, I would typically start a shift at 8:00 a.m.,
7 and I would be traveling from place to place to meet with Defendant's clients or to inspect insured
8 property. I would conduct these meetings until approximately 3:00 p.m., at which point I could finally
9 clock out for a meal period. I was never informed that I should report these late, short, interrupted, or
10 missed meal periods to Defendant.

11 10. For many of the same reasons, I was also not provided with rest periods. In addition to the
12 travel schedule described in the preceding paragraph, I would also be assigned roughly ten to twelve new
13 assignments each week, all of which required initial contact and notes within four hours of receipt. After
14 making initial contact, I had to schedule an in-person interview and investigation of the claim at the
15 insured's home. At most, I could complete two to three in-person interviews and site visits per day,
16 depending on their location, as each site visit required anywhere from one to four hours, plus travel time
17 in between which could be as much as one hour or one-and-a-half hours. As a result, my workload, in
18 conjunction with company requirements, did not allow for me to take rest periods.

19 11. Despite regularly missing meal periods and rest periods, or having breaks that were late,
20 short, or otherwise interrupted, I was not paid premium wages for these noncompliant breaks.

21 12. I first met with my attorneys around March of 2020. I spoke with my attorneys and
22 explained to them my experience working for Defendant. At the time I spoke with my attorneys, I believed
23 other employees working for Defendant were also affected by the violations that I claimed against
24 Defendant.

25 13. At that time, I agreed to represent all other current and former non-exempt employees who
26 worked for Defendant in the State of California and to obtain relief for the entire group of employees who
27 had suffered the same violations as I had. I also agreed to consider the interests of those employees just
28 as I would consider my own interests.

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14. When I agreed to represent other employees who worked for Defendant, I understood it was my duty to be readily available and to participate actively in this case. I knew that I might be required to review documents; search for documents and produce them to my attorneys; answer written interrogatories and questions; answer oral questions during a deposition, to testify truthfully under oath, and be available to appear in Court, if necessary.

15. I understood that I needed to keep aware of the status and progress of the lawsuit, and I have consistently done so since the start of this case.

16. I realized I was taking a significant amount of risk in filing a representative action against Defendant. I understood that as a named plaintiff in this lawsuit, I was taking risks other workers were not. For example, I understood I might be responsible for the payment of Defendant's court-awarded litigation costs in the event I did not prevail in the litigation.

17. I also knew that when I decided to search for employment, my name could easily be located on the Internet or through other searches and that any prospective employer may find out that I had sued my former employer as a class representative.

18. Even though I knew I was taking risks, I knew I had to do what I believed was right and pursue claims on behalf of myself and other workers and attempt to recover the wages and monies owed to us.

19. I am not aware of any personal claim I have against Defendant that would be inconsistent with the interests of the Class. I am not aware of the existence of any conflict of interest between myself and the Class.

20. Since I met with my attorneys in 2020 until now, and for more than four years, I have kept aware of the status of the lawsuit and provided my attorneys with all the documents and information I had in my possession for them to use in the litigation. I have spent large amounts of time and effort pursuing my claims and the claims of the other similarly situated workers from the time I retained my attorneys to the present date.

21. After retaining my attorneys, I spent hours in meetings and on the phone discussing the facts of my case with my attorneys Graham S.P. Hollis, Nathan J. Reese, Nora J. Steinhagen, and Alex M. Kuner. I spent several hours discussing the facts related to my work with Defendant, including

1 discussing my job duties and responsibilities, my job position, and the hours and days I worked, and how
2 I was compensated.

3 22. I also spent several hours looking for documents related to my claims against Defendant
4 that I had kept, and I sent them to my attorneys. I further spent time on telephone calls with my attorneys
5 reviewing and discussing the documents I provided.

6 23. After Defendant produced a copy of my employment file, I spoke with my attorneys to
7 discuss the content of these documents and review them for accuracy. I also spent time reviewing all the
8 documents I signed during my employment with Defendant.

9 24. My attorneys received documents from Defendant after the litigation was filed and
10 contacted me to go through the documents and information they had received from Defendant as part of
11 the informal discovery in the case.

12 25. In 2021, my attorneys informed me that Defendant agreed to participate in a mediation
13 session. I believed it was in the best interest to attempt to resolve this case early instead of engaging in
14 additional costly and time-consuming litigation in court.

15 26. I agreed to participate in a mediation session and spent many hours discussing the details
16 of the case with my attorneys in preparation for the mediation, which was scheduled for February 7, 2022.

17 27. As part of the mediation preparation, I reviewed documents Defendant gave to my
18 attorneys, and I provided my attorneys with details of my personal experience working with Defendant. I
19 made myself available for the February 7, 2022, mediation in case my attorneys needed to speak to me;
20 and my attorneys did reach out to me throughout the day. Although we did not reach a settlement at
21 mediation, I continued to communicate with my attorneys about status of my case and provide valuable
22 information regarding my employment with Defendant, including throughout the appeal filed in my case
23 in late 2022.

24 28. In December of 2022, I responded to written discovery propounded by Defendant. In order
25 to provide a response, I spent several hours looking for documents, meeting with my attorneys to assist
26 them in preparing responses, and I reviewed the written responses. I further produced hundreds of pages
27 of documents in response to Defendant's requests.

28 29. In May of 2023, I had my deposition taken by Defendant's attorney. I spent several hours

1 meeting with my attorneys to prepare for my deposition. The deposition occurred over two days, and I
2 had to take two days off work to attend.

3 30. In August of 2024, my attorneys informed me of the settlement reached by Plaintiff Munoz
4 in his class action case against Defendant and the possibility of resolution of the representative case I filed,
5 along with Plaintiff Dat's separate class action case against Defendant. My attorneys explained to me the
6 possibility of a global settlement of the three cases pending against Defendant and what would be required
7 of me as a representative for the settlement class.

8 31. My attorneys and Defendant's attorneys, along the attorneys for Plaintiffs Munoz and Dat,
9 worked to prepare and finalize the Settlement Agreement in the months following. Throughout this time,
10 I continued to stay involved in every aspect of the case.

11 32. I spent significant time reviewing the Settlement Agreement before signing it on November
12 4, 2024.

13 33. It is my opinion that the proposed class action settlement achieved is fair, adequate and
14 reasonable.

15 34. I believe I have put myself at significant risk by pursuing this lawsuit and I feel my
16 participation as the Class Representative in this class action lawsuit could inhibit my ability to seek gainful
17 employment in the future.

18 35. I have always considered the interests of the class just as I would consider my interests and
19 placed the interests of the class above my own since I started this class action case.

20 36. Over the past four years, I estimate I have spent approximately 55 to 60 hours working
21 with my lawyers, performing the various tasks described in this declaration, including actively
22 participating in the preparation for mediation, and reviewing the class action and PAGA action settlement
23 agreement, not only for my own benefit but for the benefit of all other class members. To this date, I
24 continue to regularly communicate with my attorneys about the progress of the case.

25 37. I am requesting the Court approve a \$10,000 service payment. I believe this amount is very
26 reasonable considering the significant amount of work, time, and effort I have spent with my attorneys to
27 achieve this settlement. The time and service I provided to the class resulted in the parties agreeing to
28 settle the case and in a positive outcome to the entire class, who will receive a share of the settlement

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funds in this case. I firmly believe that without me standing up for myself and the class, many of these employees' rights would go unvindicated. The fact I was able to obtain a result that effects over 3,700 people is significant.

38. I also believe the amount of the class representative service payment is very reasonable considering the financial and professional risks I took by bringing a representative PAGA action lawsuit against my former employer, and the risk of not prevailing in the lawsuit and being responsible for the payment of costs.

39. I also believe it is very reasonable because I have agreed to release Defendant of all known and unknown claims that I have or may have against it. The release that I have agreed to is significantly broader than the release applicable to the other Class Members in this case.

40. I have been extremely pleased with my attorneys' work on this case. I found that they worked effectively to attain the excellent results achieved for the benefit of all class members.

41. I am committed to this case and will continue to make myself available as needed in the settlement process.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 22 day of November, 2024, in Brentwood, California.

DocuSigned by:

Douglas Olmsted

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DOUGLASS OLMSTED