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11 Attorneys for Plaintiffs
 12 Tiffany Lockett and Tocashema Williams

13 **UNITED STATES DISTRICT COURT**
 14 **SOUTHERN DISTRICT OF CALIFORNIA**

15 PENNY A. SCOTT, on behalf of
 16 herself and other similarly-situated
 17 employees,

18 Plaintiff,

19 v.

20
 21 BLACKSTONE CONSULTING,
 INC., a California Corporation; and
 22 DOES 1 Through 10, inclusive,

23 Defendants.

CASE NO. 21CV1470 MMA (KSC)

CLASS ACTION

DECLARATION OF TOCASHEMA
WILLIAMS IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

Date: July 10, 2023
 Time: 2:30 p.m.
 Judge: Michael M. Anello
 Ctrm.: 3D (3rd Floor)

Complaint filed: May 21, 2021
 Removal Date: August 18, 2021
 Trial date: Not set

1 I, Tocashema Williams, declare:

2 1. I am over 18 years of age and am a named plaintiff in this lawsuit. I
3 am thoroughly familiar with and have personal knowledge of the facts set forth
4 in this declaration.

5 2. I submit this declaration in support of the Motion for Preliminary
6 Approval of Class Action Settlement. If called as a witness, I would
7 competently testify to the below facts based on my personal knowledge.

8 3. From approximately June 2021, to about January 19, 2022, I was
9 employed by Defendant Blackstone Consulting, Inc. ("BCI") as a Security
10 Officer. I worked as a non-exempt, hourly-paid employee.

11 4. During my employment, I was required to spend time off-the-clock
12 cleaning and maintaining my work uniform. I was not paid any wages for the time
13 wages spent cleaning and maintaining my uniform, nor was I reimbursed any
14 applicable cleaning costs.

15 5. Like other security guard employees, I was required to remain on
16 premises and keep my communication device on during meal and rest breaks and
17 respond to communications, subject to an immediate return to work. As such, I
18 was not provided with off-duty meal breaks during shifts of 5 hours or more and
19 off-duty 10-minute rest breaks for every shift of 3.5 hours or more.

20 6. Given that BCI failed to pay me all wages owed, I alleged BCI is
21 liable for waiting time-penalties pursuant to Labor Code §§ 201, 202, and 203.

22 7. Finally, I was not provided with proper and accurate itemized wage
23 statements identifying all hours worked and all gross and net wages earned
24 (including minimum and overtime wages, as well as premium pay for missed
25 meal and rest breaks).

26 8. I understand that this action was brought on behalf of all other
27 employees in the State of California, and that I am acting as a representative for
28 the Class. As a class representative, I understand that it is my responsibility to act

1 in the best interests of the Class and not my own. I agree that I will not put my
2 own interests ahead of that of the Class. Moreover, I am not aware of any
3 conflicts that exist between my interests and the interests of the Class that would
4 impair or affect my ability to serve as representative for the Class.

5 9. I have and continue to be willing to assist in the investigation of this
6 matter, including meeting, conferring, discussing the case with my attorneys,
7 providing any necessary information and documents, making myself available for
8 trial or any further proceedings in this matter as required to represent the interests
9 of the Class. I also understand my duties and responsibilities to the proposed
10 Class and will carry out those duties as necessary. I have provided information
11 concerning my wage statements, communications with the company, and have
12 continually been in contact with my lawyers.

13 10. I have discussed the case with my attorneys on a number of
14 occasions, provided information and documents to my attorneys to help with the
15 prosecution of the case, sat for deposition, and reviewed documents in the case,
16 including the Class Action and PAGA Settlement Agreement (“Settlement
17 Agreement”).

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

21 12. I understand that I may be entitled to an additional payment for
22 acting as a class representative, and that this payment is subject to Court approval.
23 Considering the time I devoted to this case, the concerns I address above, the
24 risks, and the results achieved through the settlement, I believe that the requested
25 award of \$10,000 is reasonable.

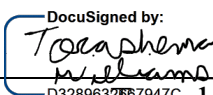
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1 I declare under penalty of perjury under the laws of the State of California
2 that the foregoing is true and correct. Executed on 4/19/2023 in
3 Corona, California.

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5 Dated: April 19, 2023

6 By: 
7 Tocashema Williams
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