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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

KALUM VAUGHNS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

BERRY GLOBAL, INC., a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVSB2129167

**DECLARATION OF KALUM VAUGHNS IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 20, 2023
Time: 9:00 a.m.
Department: S-26

Complaint Filed: November 24, 2021

1 I, Kalum Vaughns, declare as follows:

2 1. I am an individual over the age of 18. I am the named plaintiff in the above-reference
3 action. I have personal knowledge of the facts set forth below, except as to those matters stated on
4 information and belief and, as to those matters, I believe them to be true. If called as a witness, I could
5 testify competently as to the matters stated in this declaration.

6 2. I began working for Berry Global, Inc. around August of 2019. Until my employment as
7 a packer ended around March of 2021, I was paid on an hourly basis as a non-exempt employee. In
8 addition to my base hourly earnings, I also earned non-discretionary incentives, including shift
9 differentials, and other non-hourly remuneration, including bonuses. Though I was not permitted to take
10 duty-free 10-minute rest periods and was not provided duty-free 30-minute meal periods, I was not paid
11 an additional hour of regular rate wages for missed rest periods or meal periods. Instead, I was paid an
12 additional hour of wages at my base hourly rate. These payments also were not considered when
13 calculating my regular rate of pay for purposes of paying sick pay wages.

14 3. While I was required to go through COVID screenings before the start of shifts and to
15 attend work meetings after the end of shifts, I was not paid for this time. I am informed and believe I
16 was not timely paid all of my wages and was not furnished with accurate wage statements. I also was not
17 reimbursed for business expenses, including the usage of my personal phone and supplies or tools for
18 work-related purposes.

19 4. During the pendency of this lawsuit, I have done my best to represent the interests of the
20 employees that are part of the class. I have actively contributed to the litigation of this case. My
21 contributions include but are not limited to (i) participating in numerous telephonic meetings with my
22 attorneys and their staff to discuss the case and review documents prepared on my behalf, (ii) providing
23 my attorneys with information and documents regarding my employment with Defendant, (iii) searching
24 for additional information and documents requested by my attorneys, (iv) reviewing and approving the
25 written notice to the Labor and Workforce Development Agency and the complaint and other papers
26 filed with the court, (v) participating in mediated settlement discussions, (vi) reviewing and executing
27 the settlement agreement, and (vii) reviewing and signing the declarations submitted to this Court in
28 support of the settlement. During the 20+ months that this lawsuit has been pending, I have easily spent

1 at least 2.0 hours per month, on average—or more than 40.0 hours total—in progressing the litigation on
2 behalf of the Class.

3 5. I understand that the class claims alleged in this action were brought on behalf of other
4 similarly situated employees, and thus I am acting as a representative for the Class. I understood that an
5 individual case would have resolved much faster than a class action and involved much less financial
6 risk than a class action.

7 6. Throughout the lawsuit, I have been kept apprised of the status of this case. As the class
8 representative, I understand that it is my responsibility to act in the Class's best interest and not my own.
9 I agree that I will not put my own interests ahead of that of the Class. Moreover, I am not aware of any
10 conflicts that exist between my interest and the interests of the Class that would impair or affect my
11 ability to serve as representative for the Class.

12 7. I have and continue to be willing to assist in the investigation of this matter as well as
13 make myself available for trial or any further proceeding in this matter as required to represent the
14 interests of the Class. I also understand my duties and responsibilities to the proposed class and will
15 carry out those duties as necessary.

16 8. I have discussed the terms of the settlement agreement with my attorneys, and based on
17 my understanding of the case, I am of the opinion that settlement for the consideration and on the terms
18 set forth in the settlement agreement are fair, reasonable, and adequate, and in the best interests of the
19 Class.

20 9. I understood that filing this lawsuit is a public record and I accepted that burden. This
21 lawsuit is something that potential employers can look into, and which may cause a negative impact of
22 my employment prospects. I also understood that there were risks due to my involvement as a named
23 plaintiff in a representative lawsuit against a large employer. For instance, if I lost, I might have to face a
24 judgment for some of Defendant's legal costs. Even understanding all these risks, I was willing to move
25 forward and bring this case on behalf of the other employees.

26 10. As part of the settlement, I agreed to sign a general release of claims including a waiver
27 of any rights I have under Civil Code section 1542. I understand the proposed settlement does not
28 require similar releases of any other employees.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed this 24th day of August 2023, at Fontana, California.

3 DocuSigned by:

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Kalum Vaughns