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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

MIRANDA LOPEZ, an individual, on behalf
of herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

BEHAVIOR FRONTIERS, LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. 22STCV15331

**DECLARATION OF MIRANDA LOPEZ IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: April 9, 2024

Time: 9:00 a.m.

Judge: Hon. Elihu M. Berle

Dept.: 6

1 I, MIRANDA LOPEZ, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion
4 for Final Approval of Class Action and PAGA Settlement and in support of Motion for Class Counsel
5 Fees and Expenses Payment and Class Representative Service Payment. I have personal knowledge of
6 all the facts stated herein. I could and would competently testify under oath to these facts in court if
7 requested to do so.

8 2. I retained Class Counsel in April of 2022 and filed the lawsuit in May of 2022. I filed the
9 case on behalf of myself and a class of all individuals employed by Defendant in California in a non-
10 exempt position during the period from May 9, 2018 to July 31, 2023.

11 3. I work for Defendant as a non-exempt employee, paid on an hourly basis, and entitled to
12 legally mandated meal and rest periods, minimum wages, and overtime compensation, in California,
13 from August of 2019 to December of 2019.

14 4. I filed the case because I believed my rights as an employee were violated by Defendant
15 and also the rights of other employees that worked for Defendant. Among other claims, I believe
16 Defendant failed to pay for all time worked, failed to provide compliant meal and rest periods, failed to
17 reimburse for mandatory business expenses, failed to furnish accurate itemized wage statements, and
18 failed to pay all wages upon separation.

19 5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with
20 my attorneys. We discussed my work experience and how company policies were applied to me and
21 other employees. I provided the attorneys with documents they requested. We reviewed the documents
22 together and asked and answered many questions regarding my experience working for Defendant, the
23 litigation process, and about class actions generally.

24 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
25 and as proposed a Class Representative. I understood that pursuing this action as a class action rather
26 than merely seeking my individual claims substantially increased the risk to me. Those risks included
27 the possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action if
28 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by

1 the attorneys and the Court because I needed to prove that I was an adequate class representative.
2 Further, I understood that I would lose some autonomy over my individual claims that I could not make
3 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
4 of the Settlement Class in mind.

5 7. I also understood that pursuing this litigation created a very public record of my grievances
6 with Defendant which produced the risk that a future employer could hold it against me that I sued a
7 former employer.

8 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
9 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to
10 receive from this settlement. My attorneys explained to me that the net settlement value of my individual
11 claims may be greater than my ultimate recovery from the net class settlement amount.

12 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
13 I believed violations occurred and most employees would not know what their rights are and even if
14 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

15 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
16 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
17 because I wanted to keep up with developments in the case which I understood was one of my duties as
18 a class representative.

19 11. **Review and Approval of Settlement:** A mediation was held on April 28, 2023. Even
20 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
21 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke
22 with my attorneys after the mediation and discussed the mediator's proposal which was ultimately
23 accepted. I was very satisfied with the terms of the settlement that was agreed to by the parties. I
24 reviewed and signed the Memorandum of Understanding on July 18, 2023, and when the settlement
25 papers were ready, I again spoke with my attorneys and reviewed the settlement agreement which I
26 signed on August 30, 2023.

27 12. **Broad General Release:** I understand that the Class Representative Payment is intended,
28 in part, to compensate me for my release of the Released Class Claims. Additionally, unlike the other

1 Class Members, I also granted Defendant a broad general release and waiver of claims pursuant to
2 California Civil Code section 1542 and released Defendant from all claims whether known or unknown,
3 under federal law or state law. Plaintiff's Release does not extend to any claims or actions to enforce
4 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
5 security benefits, or workers' compensation benefits that arose at any time, or based on occurrences after
6 the end of the Class Period.

7 13. **Participation:** Since I retained Class Counsel approximately twenty-two months ago, I
8 have been actively involved with this class action lawsuit performing the duties described above. While
9 I did not keep formal time records, I was in regular contact with my attorneys, attended hearings,
10 reviewed important court filings, and spent considerable time on the issues presented during the
11 litigation and in the settlement process. I estimate that I spent approximately 20-25 hours working on
12 this case.

13 14. Also, my attorneys explained to me that the settlement process involved a two-step review
14 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
15 and paid. I knew this process also involved notifying all class members of the settlement terms and of
16 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
17 settlement.

18 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
19 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
20 that the requested Class Representative Payment in the amount of \$10,000 from the settlement is fair
21 compensation for the (1) the broad general release I executed, (2) the work I performed, (3) the sacrifices
22 made not pursuing this case individually, and (4) the risks I undertook.

23 16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
24 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendant's
25 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
26 for \$10,000 as a service award is fair and reasonable.
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17. Further, I support my attorneys' application for a Class Counsel Fees and Expenses Payment in the amount of \$706,666.67, comprised of \$666,666.67 for attorneys' fees (one-third of the Gross Settlement Amount) and up to \$40,000 for reimbursement of actually incurred litigation expenses.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 01/30/2024, at Visalia, California.

By: Miranda Lopez
Miranda Lopez (Jan 30, 2024 11:19 PST)
MIRANDA LOPEZ