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Attorneys for Plaintiff DEANNA RICKETTS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SISKIYOU

DEANNA RICKETTS, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

MOUNTAIN SILVERADO, INC., a California
corporation; DENNIS R. ERICKSON, an
individual; and DOES 1 through 50, Inclusive,

Defendants.

Case No.: 22CV00796

**DECLARATION OF DEANNA RICKETTS
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: February 20, 2025

Time: 9:30 a.m.

Judge: Hon. Karen L. Dixon

Dept.: 2

1 I, DEANNA RICKETTS, 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 Attorneys' Fees
5 and Costs and Service Award. I have personal knowledge of all the facts stated herein. I could and
6 would competently testify under oath to these facts in court if requested to do so.

7 2. I retained Class Counsel in July 2022 and filed the lawsuit in December 2022. I filed the
8 case on behalf of myself and a class of all non-exempt employees who are or previously were employed
9 by Defendant Mountain Silverado, Inc. and performed work in California during the period of December
10 9, 2018 to February 29, 2024 (the "Class Period").

11 3. I worked for Defendants in Siskiyou County from November of 2014 to November of
12 2021 as a non-exempt employee, paid in part on an hourly basis and in part non-discretionary bonuses,
13 and I was entitled to legally mandated meal and rest periods, minimum wages, and overtime
14 compensation.

15 4. Throughout my employment, I was subject to Defendants' written policies and procedures
16 contained in, among other documents, the "Company Rules and Policies."

17 5. I filed the case because I believed my rights as an employee were violated by Defendants
18 and also the rights of other employees who worked for Defendants. Among other claims, I believe
19 Defendants failed to pay for all time worked, failed to provide compliant meal and rest periods, failed
20 to reimburse for mandatory business expenses, failed to furnish accurate itemized wage statements, and
21 failed to pay all wages when due.

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

27 7. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
28 and as proposed a Class Representative. I understood that pursuing this action as a class action rather

1 than merely seeking my individual claims substantially increased the risk to me. Those risks included
2 the possibility of being held liable for Defendants' attorneys' fees and costs in a complex class action if
3 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
4 the attorneys and the Court because I needed to prove that I was an adequate class representative.
5 Further, I understood that I would lose some autonomy over my individual claims that I could not make
6 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
7 of the Settlement Class in mind.

8 8. I also understood that pursuing this litigation created a very public record of my grievances
9 with Defendants which produced the risk that a future employer could hold it against me that I sued a
10 former employer.

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

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

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

22 12. **Review and Approval of Settlement:** A mediation was held on December 28, 2023.
23 Even though I could not attend, I was available by telephone to speak with my attorneys and did speak
24 with them regarding the mediation before it took place, as well as during the mediation itself. I also
25 spoke with my attorneys after the mediation and discussed the mediator's proposal which was ultimately
26 accepted. I was very satisfied with the terms of the settlement that was agreed to by the parties. I
27 reviewed and signed the Memorandum of Understanding on January 10, 2024, and when the settlement
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1 papers were ready, I again spoke with my attorneys and reviewed the settlement agreement which I
2 signed on April 10, 2024.

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

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

13 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
14 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
15 that the requested Service Award in the amount of \$10,000 from the settlement is fair compensation for
16 the (1) the work I performed, (2) the sacrifices made not pursuing this case individually, and (3) the risks
17 I undertook.

18 16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
19 risks I undertook by suing a former employer, the broad general release, the exposure to being
20 responsible for paying Defendants' costs in the event we did not win the case, and in light of the size of
21 the settlement, I believe the request for \$10,000 as a service award is fair and reasonable.

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17. Further, I support my attorneys' application for a payment of Attorneys' Fees and Costs in the amount of \$220,000.00, comprised of \$200,000.00 for attorneys' fees (one-third of the Gross Settlement Amount) and up to \$20,000 for reimbursement of actually incurred litigation expenses. I also agreed to and support the fee split as follows between Class Counsel: 50% to Zakay Law Group, APLC and 50% to The JCL Law Firm, APC.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 01/21/2025, at Adelanto, California.

By: Deanna K. Ricketts (Jan 21, 2025 15:09 PST)
DEANNA RICKETTS