

1 THE LAW OFFICES OF DEVIN H. FOK
2 DEVIN H. FOK, Cal. Bar No. 256599
3 234 E. Colorado Blvd., 8th Floor
4 Pasadena, California 91101
5 Telephone: 310-430-9933; Facsimile: 818-484-2023
6 devin@devinfoklaw.com

7 A NEW WAY OF LIFE REENTRY PROJECT
8 JOSHUA KIM, Cal. Bar No. 257260
9 9512 S. Central Boulevard
10 Los Angeles, California 90002
11 Telephone: 323-563-3575; Facsimile: 323-563-3445
12 jkim@anewwayoflife.org

13 GIRARDI KEESE
14 V. ANDRE SHERMAN, Cal. Bar No. 198684
15 1126 Wilshire Boulevard
16 Los Angeles, California 90017
17 Telephone: 213-977-0211; Facsimile: 213-481-1554
18 asherman@girardikeese.com

19 Attorneys for Plaintiff JANE ROE and
20 the Proposed Class

21 UNITED STATES DISTRICT COURT
22 NORTHERN DISTRICT OF CALIFORNIA

23 JANE ROE,

24 Plaintiff,

25 v.

26 FRITO-LAY, INC., a foreign
27 corporation doing business in California,
28 and DOES 1 through 10, inclusive,

Defendants.

Case No. 3:14-CV-00751 HSG

DECLARATION OF JANE ROE

Judge: Hon. Haywood Gilliam, Jr.
Courtroom: 15

1 I, Jane Roe, declare:

2 1. I have personal knowledge of the facts set forth in this Declaration,
3 and, if called to testify, I could and would testify competently to the matters stated
4 herein.

5 2. I am the named plaintiff in the present class action. I sue under a
6 pseudonym of Jane Roe in order to protect my identity and privacy interests in my
7 dismissed criminal records. I have also signed this declaration under my true name
8 and given it to Plaintiff's counsel.

9 3. I had worked at a manufacturing plant as a production team leader until
10 the plant closed in April 2010.

11 4. Subsequently, after obtaining a degree from San Joaquin Valley
12 College in August 2011, I applied for employment with Frito-Lay in Modesto,
13 California sometime around November 2011 for the position of a full-time packer.

14 5. I was denied employment by Frito-Lay based on an erroneous
15 background check report, even after successfully disputing the report with the
16 background check company.

17 6. Prior to the filing of this lawsuit, I understood that I might recover
18 actual damages including lost wages from Frito-Lay in tens of thousands of dollars
19 if I sued in an individual action. As a named plaintiff in a class action, however, I
20 understood that I would seek only statutory damages up to one thousand dollars
21 (\$1,000) for myself and others similarly situated.

22 7. I still remember how it felt to not have an opportunity to correct an
23 erroneous background check report. More important than recovering actual
24 damages for myself was making sure that other people not experience the same
25 humiliation and devastation I had experienced.

26 8. I have not been able to find a comparable employment opportunity
27 since Frito-Lay denied me employment, so I have been working in a minimum wage
28 job.

1 9. Throughout the present action, I was actively engaged in this litigation,
2 including reviewing legal documents to be filed with the Court; working with my
3 attorneys to draft declarations; and discussing terms of settlement with Frito-Lay.

4 10. Because I do not have legal education, it takes a long time for me to
5 review documents sent by my attorneys. I always make sure to read them several
6 times, trying to understand what each unfamiliar term means and taking notes
7 whenever I have questions. I later have my attorneys answer these questions until I
8 fully understand the materials I review.

9 11. Specifically, I was asked to review documents in connection with
10 Plaintiff's Motion to Certify a Class, Motion for Sanction, Motion for Preliminary
11 Approval; and settlement discussions with Frito-Lay.

12 12. I also asked for and received evidence provided by Frito-Lay about my
13 employment application process as well as the transcript of my previous deposition.
14 I reviewed them multiple times in connection with this class action to refresh my
15 recollection.

16 13. I recall that there were two settlement discussions with Frito-Lay in this
17 case. I understand that, sometime late last year, the estimate for class members
18 changed dramatically from what I had originally understood. My attorneys and I
19 had a number of extended discussions on how to respond to this dramatic change.

20 14. There were days when my attorneys asked me to be available on a
21 moment's notice for a phone call. I specifically recall three separate occasions when
22 I was asked to be available for settlement approval. On those days, I took time off
23 from work and waited with my phone fully charged by my side as instructed by my
24 attorneys.

25 15. In total, I conservatively estimate that I spent approximately ninety six
26 (96) hours reviewing documents, talking to my attorneys about the case, and using
27 third party services to print, sign, and scan my declarations on request, not counting
28 the business I potentially lost due to taking time off from work.

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16. I understand that the class action has been settled but that my duties to the class continue until the Court's grant of final approval becomes final. I remain fully committed to fulfill my duties to the class.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Signed this 3rd day of November 2016 in Modesto, California.

By:  _____
Plaintiff JANE ROE