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and the Settlement Class
7

8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 MAYA PITARRO, individually and
11 on behalf of others similarly
12 situated,

13 Plaintiff,

14 vs.

15 DSV AIR & SEA, INC., a Delaware
corporation; UTI UNITED
16 STATES, INC., a New York
corporation; and DOES 1 through
17 50, inclusive,

18 Defendants.
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Case No. 3:19-cv-00849-SK

Hon. Sallie Kim

CLASS ACTION

**DECLARATION OF MAYA PITARRO
IN SUPPORT OF MOTION FOR
INCENTIVE AWARD**

Date: December 7, 2020
Time: 9:30 a.m.
Courtroom: C

DECLARATION OF MAYA PITARRO

I, MAYA PITARRO, hereby declare as follows:

1. I am the named Plaintiff in this action entitled *Pitarro v. DSV Air & Sea, Inc. et al.*, USDC Case No. 3:19-cv-00849-SK.

2. This declaration is based on my personal firsthand knowledge, unless another source of information or belief clearly appears from the context, and as to all such matters, I believe them to be true. If called as a witness, I could and would readily and competently testify to all matters stated in this declaration.

3. This declaration is submitted in support of Plaintiff’s Motion for Award of Attorney’s Fees, Costs, and Incentive Award.

4. I was employed as an Import Agent at Defendant’s facility in South San Francisco, California from in or about July of 2016 to December 13, 2017. My hourly rate was \$28.00 per hour.

5. In or about August of 2018, I retained Matern Law Group, PC (“MLG”) to represent me in my claims against Defendants.

6. Since retaining MLG more than one and one-half years ago, I have actively participated and assisted with the prosecution of this action, including but not limited to, providing documents and information to MLG which are supportive of my claims; participating in MLG’s investigation of my claims, conferring numerous times with MLG’s attorneys, responding to MLG’s questions, maintaining regular contact with MLG, and making myself available during the mediation and reviewing the Joint Stipulation for Class Action Settlement and Release of Claims (“Stipulation”).

7. I realized the risks I would be taking by pursuing this action as a named Plaintiff and Class Representative. I knew that my future employers might conduct a background check on me or otherwise find out about my participation in this lawsuit filed against previous employers and might retaliate against me as a result. I also knew that as a Class Representative, I would be bearing risks that the other Aggrieved

1 Employees would not be facing.

2 8. I also placed myself at a substantial risk because if Defendants were to
3 prevail in this action, I could have been liable for their costs and attorney's fees.
4 Yet, I felt so strongly about standing up for the rights of my fellow employees that I
5 initiated and participated fully in this lawsuit.

6 9. As part of the Stipulation, I am releasing all of my individual claims
7 arising from my employment with Defendants prior to the Effective Date of the
8 Settlement and am also waiving my rights under California Civil Code section 1542
9 as to any and all claims against Defendants. I believe that I should receive the
10 proposed Incentive Award, because this is a more comprehensive release than the
11 release that applies to the other Aggrieved Employees.

12 10. I made sure that I understood everything that was going on in the case
13 so I could make the best informed decisions on behalf of the other Aggrieved
14 Employees, the State of California and myself. I estimate that I have devoted
15 approximately 26 hours of my time to this case.

16 11. In sum, I believe that the requested \$7,500.00 Service Award for
17 serving as a Class Representative is reasonable given the following factors:

- 18 a. The substantial recovery obtained on behalf of the Class, the
19 State of California, and the Aggrieved Employees;
- 20 b. The substantial time and effort I have expended on the case;
- 21 c. The financial and employment risks I faced in serving as a
22 named Plaintiff and Class Representative;
- 23 d. The broader release I have agreed to sign.

24 12. Because I put myself on the line and gave up more rights than the other
25 Class Members and Aggrieved Employees, the approximately 276 Class Members
26 will each receive, on average, approximately \$2,400; the State of California will
27 receive \$18,750 in civil penalties; and the approximately 128 Aggrieved Employees
28 will each receive, on average, approximately \$49 in civil penalties.

