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10 Attorneys for Plaintiff Malu Vaesau

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN FRANCISCO**

13 MALU VAESAU, individually, and on behalf of all
14 others similarly situated,

15 Plaintiff,

16 vs.

17 DOUBLE AA CORPORATION, a California
18 corporation; and DOES 1 through 10, inclusive,

19 Defendants

Case No.: CGC-19-572598

[Hon. Andrew Y.S. Cheng, Dept. 613]

CLASS ACTION

**DECLARATION OF MALU VAESAU IN
SUPPORT OF PLAINTIFF'S
SUPPLEMENTAL BRIEFING IN SUPPORT
OF PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: TBD

Time: TBD

Dept. 613

DECLARATION OF MALU VAESAU

I, MALU VAESAU, declare as follows:

1. I am a named Plaintiff in this case. I am a former employee of the named defendant, DOUBLE AA CORPORATION (“Defendant”). As such, I have personal knowledge of, or am informed and believe, the following facts herein stated. If called as a witness. I could and would testify competently to the following:

BACKGROUND OF EMPLOYMENT

2. I worked for Defendant as a cashier from approximately August 2013 to approximately March 2017. Throughout my employment, I typically worked more than 8 hours in a workday and more than 40 hours in a workweek. The job position that I held is at issue in this case and included within the proposed settlement class.

3. My job duties included arriving early before the start of my shift to open the gas station and the store, helping customers throughout my shift, and completing various closing procedures, including cleaning and restacking, at the end of my shift.

4. During the course of my employment with Defendant, I realized that their wage and hour practices placed employees, including me, at a disadvantage. For instance, I was sometimes required to arrive approximately 10 minutes before the beginning of my shifts in order to open the store and prepare to serve customers. These 10 minutes were not calculated in my pay. Because I worked at the store by myself throughout my employment, I could not take uninterrupted meal and rest breaks. In order to take uninterrupted meal and rest breaks I had to close the store so that customers did not come in and require service. However, this was not allowed. Additionally, I was sometimes required to stay after the end of my shift for another 10-15 minutes to ensure that the store is clean and organized for the following day. Again, these times were not calculated in my pay.

COMMONALITY AND PREDOMINANCE

5. I believe that Defendant’s illegal wage and hour practices that effected me also effected all of its hourly employees. As a cashier working at Defendant’s gas stations throughout California requires

1 completion of similar job duties, if not identical, to my own duties. For instance, not being compensated
2 for the hours spent arriving before the start of shifts and leaving after the end of shifts is a common
3 requirement of all of employees who are tasked with the responsibility to open and close the stores.

4 6. Other cashiers who worked at the same gas station that I worked, but during different shifts
5 and on different days, were also often working by themselves. When we were working by ourselves,
6 we could not take uninterrupted meal and rest breaks as, again, this would require closing the store and
7 temporarily halting service to customers.

8 7. Other employees and I were subjected to these illegal wage and hour practices because
9 Defendant failed to accurately calculate all time worked and pay accordingly and provide legally
10 compliant meal or rest breaks or create working conditions whereby employees could take compliant
11 meal and rest breaks.

12
13 TYPICALITY AND ADEQUACY

14 8. I was employed by Defendant in a non-exempt position during the alleged class period.
15 Accordingly, I have brought this class action case on behalf of all other employees who are also or were
16 at some point classified as non-exempt during their employment with Defendant. I believe my alleged
17 claims in this case impacted not only me but the entire class.

18 9. I believe that I also have no conflicts of interest with other class members and have agreed
19 to place Class interests above my own.

20 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
21 true and correct.

22 Executed this 25 day of June 2020, at Pinole, California.

23 DocuSigned by:
24 *Malu Vaesau*
25 MALU VAESAU
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