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6  
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **COUNTY OF RIVERSIDE**

9  
10  
11 ERIC HARROLD, an individual, on behalf of  
himself, and on behalf of all persons similarly  
12 situated,

13 Plaintiffs,

14 v.

15 SPARTAN EDUCATION GROUP, LLC, a  
Limited Liability Corporation, and DOES 1  
16 through 50, inclusive,

17 Defendants.

**Case No. CVRI2300320**

18 **DECLARATION OF ERIC HARROLD**  
19 **IN SUPPORT OF MOTION FOR**  
20 **PRELIMINARY APPROVAL OF**  
21 **CLASS SETTLEMENT**

Hearing Date: February 27, 2024

Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 1

Action Filed: January 19, 2023

Trial Date: Not set

1 I, Eric Harrold, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the  
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary  
4 Approval of Class Settlement and in support of my application for a Class Representative  
5 Service Payment.  
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently  
8 testify under oath to these facts in court if requested to do so.

9 3. I have worked as an Aviation Maintenance Technician for Defendant Spartan Education  
10 Group, LLC (“Spartan”) in California since February of 2022 and during that time period I have  
11 been classified by Spartan as a non-exempt employee.  
12

13 4. I retained my attorneys who are experienced in both class action and PAGA  
14 representative action litigation and claims against employers for violations of the California  
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the  
16 Court. I am not aware of having any actual or potential conflicts of interest with another class  
17 member in this case nor am I aware of having any actual or potential conflicts of interest with  
18 Apex Class Action Administration, the settlement administrator. I am not aware of any other  
19 pending matter or action asserting claims that will be extinguished or adversely affected by this  
20 settlement.  
21

22 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative  
23 because I felt that my legal rights as an employee and others like me were violated. For example,  
24 due in part to my heavy work demands, I sometimes did not receive compliant meal and rest  
25 breaks which were late, interrupted or missed entirely. From time to time I also had to work  
26 during what should have been my off duty meal and rest breaks but was not paid any minimum  
27

1 or overtime wages for this time I worked. I also had to use my personal cell phone for work-  
2 related purposes such as scheduling but was not reimbursed for the costs I incurred for using my  
3 cell phone for work-related issues.

4       6. I spoke to my attorneys several times and discussed how Spartan implemented  
5 its company policies and procedures. I also assisted my attorneys in their investigation into my  
6 claims by providing them documents and answering their questions. I reviewed the complaint  
7 before it was filed and after it was filed I was given access to an electronic file sharing program  
8 that alerted me via email when important documents were filed so that I could review them and  
9 keep up with the developments in the case which I understood was one of my duties as a class  
10 representative. I would also contact my attorneys from time to time if I had any questions about  
11 the case.  
12

13       7. Even though this action is in the process of settling, I was and remain prepared to  
14 perform all the duties of a class representative. I understand that as a class representative I have  
15 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class  
16 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the  
17 benefit of the class members and surrender any right to compromise the group action for an  
18 individual gain.  
19

20       8. I understood that being a plaintiff/class representative in this case meant that I  
21 was seeking damages not only for myself but also other current and/or former non-exempt  
22 employees working for Spartan in California who make up the class. I felt that these individuals  
23 were not aware of their labor law rights and even if they were they would probably be  
24 apprehensive about speaking up or even simply because of the time, effort and risk involved in  
25 filing a class action lawsuit.  
26

1           9. I understood that being a part of this lawsuit involved risks. For example, my  
2 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to  
3 pay for all or part of the attorney fees and costs paid by Spartan to defend this lawsuit. In  
4 addition, I filed this lawsuit while still employed by Spartan and still work for the company. It  
5 has been stressful for me to be involved in this lawsuit while still being a current employee.  
6 Also, I know there was a risk that future employers, if they ever find out about this lawsuit, could  
7 hold it against me or downgrade me as a potential hire. As the only named Plaintiff in this case  
8 it would not be difficult for a future employer to become aware that I sued my employer for labor  
9 law violations. Ultimately I decided these risks were worth it and decided to fight for my rights  
10 and the rights of others regardless of the risks, time and effort I spent on this case.  
11

12           10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also  
13 kept up to date on important developments by reviewing court filings that were made available to  
14 me electronically as I described above.  
15

16           11. A mediation took place on September 7, 2023 with Louis Marlin, a well-respected  
17 and experienced mediator of wage and hour class actions. After the mediation the parties were  
18 able to reach an agreement to settle the action based on a mediator's proposal. I communicated  
19 with my attorneys regarding the terms of the settlement which was reached between the parties  
20 and understood that I was representing absent class members and therefore wanted the best  
21 possible result to be obtained for the class members and I believe a very positive result was in  
22 fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on  
23 October 4, 2023 and when the final settlement papers were ready, I closely reviewed the  
24 Settlement Agreement which I signed on January 25, 2024.  
25

26           12. I have been actively involved with this lawsuit performing the duties described above.  
27

1 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court  
2 filings, and spent a significant amount of time on the issues presented during the lawsuit and in  
3 the settlement process. I estimate that I spent approximately 30 hours working on this case up  
4 until this point. I believe I have been diligent and have done what is expected of a named  
5 plaintiff and a proposed class representative to date, and will continue to do so. I have and  
6 always will maintain the best interest of the class members.  
7

8 13. My attorneys explained to me that the settlement process involves a two-step  
9 review by the Court to determine whether the settlement is fair before approving the settlement.  
10 I know this process also involves notifying all class members of the settlement terms and of their  
11 rights to make a claim for their settlement share, to opt out of the settlement or to object to the  
12 settlement.  
13

14 14. I believe I did the right thing by filing this case on behalf of the class members who,  
15 subject to court approval, are in line to receive monetary payments as a result of this case and  
16 settlement. This is money they may never have ever gotten if I did not pursue this action on their  
17 behalf. I feel significant personal satisfaction to know that I played a role in the class members  
18 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that  
19 the requested Class Representative Service Payment of \$15,000 from the settlement is fair  
20 compensation for the work I performed and the risks I undertook.  
21

22 15. As part of the settlement it was necessary for me to sign a general release of all claims I  
23 may have against Spartan. I believe the Class Representative Service Payment I have requested  
24 provides me with some compensation for this agreed release.  
25

26 16. In light of all the time and effort I have spent on this case, the risk I undertook by  
27 suing a current employer, the exposure to being responsible for paying Spartan's costs in the  
28

1 event we did not win the case, the reputational risk that future employers may hold this lawsuit  
2 against me, the general release and in light of the size of the settlement, I believe the request for  
3 \$15,000 as a Class Representative service payment is fair and reasonable.

4 I declare under penalty of perjury under the laws of the State of California that the  
5 foregoing is true and correct.

6 Executed on Jan 28, 2024, at Temecula, Ca.  
7 (city, state)

8   
9 Eric Harrold (Jan 28, 2024 17:51 PST)  
Eric Harrold

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