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10 Attorneys for Plaintiff DIEGO ORNELAS  
on behalf of himself and all other similarly situated

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

13 DIEGO ORNELAS, an individual, on behalf  
of himself and others similarly situated,

14 Plaintiff,

15 vs.

16 NATIONAL STORAGE AFFILIATES  
17 TRUST, a Maryland real estate investment  
trust; INTANDEM HUMAN RESOURCES,  
18 LLC, a Colorado limited liability company;  
STORAGE MANAGEMENT AND  
19 LEASING CO., LLC, a Florida limited  
liability company; ISTOREAGE JV, LLC, a  
20 Delaware limited liability company; and  
DOES 1 through 50, inclusive,

21 Defendants.  
22

Case No.: CGC-18-571421

CLASS ACTION

Assigned for Law and Motion Purposes To:  
Hon. Curtis E.A. Karnow  
Dept.: 611, Civic Center Courthouse

**DECLARATION OF DIEGO ORNELAS IN  
SUPPORT OF PLAINTIFF'S  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF  
AMENDED JOINT STIPULATION OF  
CLASS ACTION SETTLEMENT**

*[Filed concurrently with Unopposed Motion;  
Memorandum of Points and Authorities;  
Declarations of David Yeremian and Alvin B.  
Lindsay; and [Proposed] Order]*

Date: May 20, 2021  
Time: 4:00 p.m.  
Department 611

Complaint Filed: November 19, 2018  
First Amended Complaint: March 28, 2019  
Trial Date: None Set

ELECTRONICALLY  
**FILED**

Superior Court of California,  
County of San Francisco

**04/22/2021**  
Clerk of the Court

BY: SANDRA SCHIRO  
Deputy Clerk

1 **DECLARATION OF DIEGO ORNELAS**

2 I, Diego Ornelas, declare:

3 1. I am over the age of eighteen and submit this Declaration in support of the Motion  
4 for Preliminary Approval of the Amended Joint Stipulation of Class Action Settlement  
5 (“Settlement Agreement”), entered into between myself, on behalf of other similarly situated  
6 employees of Defendants, NATIONAL STORAGE AFFILIATES TRUST (“NSAT”),  
7 INTANDEM HUMAN RESOURCES, LLC (“InTandem”), STORAGE MANAGEMENT AND  
8 LEASING CO., LLC (“SMLC”), and ISTOREAGE JV, LLC (“iStorage”) (collectively,  
9 “Defendants”). I understand that I am submitting this Declaration in support of final Settlement  
10 approval in this action and my requested Enhancement Award, or Class Representative Service  
11 Payment of up to \$10,000.00. I have personal knowledge of the facts herein, and if called as a  
12 witness I could and would competently testify to them.

13 2. I am currently a resident of San Diego County and I was employed by Defendants  
14 as an hourly employee at iStorage facilities in California from November 29, 2016 through June  
15 22, 2018. From my experience, and the documents and information I have reviewed from this  
16 action, I believe Defendant’s policies are or were uniformly applied to all employees at their  
17 storage facilities throughout California. I believe I have been similarly situated with the Class  
18 members as we are asking to be preliminarily approved by the Court.

19 3. I understand that I am asking to be approved to serve as the Class Representative  
20 for the Settlement Class in this action, which I understand is defined as: all individuals who are or  
21 previously were employed by Defendants or predecessor entities as non-exempt, hourly employees  
22 at Defendants’ storage facilities within the State of California during the time period of November  
23 19, 2014 and February 3, 2020 (the “Class Period”). I also understand there are approximately 100  
24 similarly situated employees that satisfy the Class definition. I also understand that I am serving as  
25 the representative plaintiff on behalf of other similarly situated aggrieved employees in California  
26 in connection with our class action claims.

27 4. I retained the law firm of David Yeremian & Associates, Inc. to represent me in  
28 this class action lawsuit against Defendant for the alleged practices and violations as stated in the

1 operative Complaint in this action. Our original Complaint was filed on November 19, 2018 in  
2 San Francisco County Superior Court alleging ten causes of action against Defendants for (1)  
3 Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code §  
4 510; (3) Failure to Pay Wages Under the FLSA, 29 U.S.C. §§ 206, 207; (4) Meal Period Liability  
5 Under Labor Code § 226.7; (5) Rest Break Liability Under Labor Code § 226.7; (6) Violation of  
6 Labor Code § 226(a); (7) Violation of Labor Code § 221; (8) Violation of Labor Code § 203; and  
7 (9) Failure to Reimburse Necessary Business Expenditures under Labor Code § 2802; and (10)  
8 Violation of Business and Professions Code § 17200 *et seq.* On March 28, 2019, we filed a first  
9 amended complaint adding an eleventh cause of action under Labor Code §§ 2698 *et seq.*, the  
10 Private Attorneys General Act (“PAGA”) for penalties.

11           5.       The Complaint resulted from multiple conversations I had with my attorneys and  
12 their staff regarding Defendants’ policies and practices and corporate entities. I also understand the  
13 operative Complaint has alleged, among other things, that Defendants failed to pay the Class  
14 members all wages owed to them for all hours worked, including by requiring off the clock work  
15 and by failing to incorporate all forms of pay we received into the overtime rate calculation, made  
16 unlawful deductions from our pay, failed to reimburse necessary business expenses, failed to  
17 compensate for time spent off the clock, failed to provide meal and rest breaks, and failed to  
18 furnish accurate wage statements, all in violation of various provisions of the California Labor  
19 Code and applicable Wage Orders.

20           6.       I understand the operative First Amended Complaint (“FAC”) also alleges that, in  
21 order to count money and prepare the office for opening, I and the Class members would have to  
22 arrive at work at least approximately ten minutes before the opening, but we were not permitted to  
23 clock in until no earlier than two minutes before that opening or the start of our shifts. We have  
24 also alleged that employees were required to input timekeeping hours worked into Defendants’  
25 computer system using our employee numbers, and had to boot up the computer to clock in, which  
26 resulted in further uncompensated work time.

27           7.       The FAC also alleges that Class members generally worked at five days a week on  
28 shifts lasting approximately nine hours. However, Defendants automatically deducted from our

1 hours worked an unpaid meal break for one hour on these shifts, despite requiring us to remain on  
2 duty and responsive to customer demands and inquiries. We have therefore alleged that the Class  
3 members were not provided with all required meal periods and rest break, and those they did  
4 receive were interrupted by customer demands or were otherwise not off-duty and timely.

5 8. I believe that I am similarly situated to all other Class Members and aggrieved  
6 employees who worked for Defendants during the Class Period and who were similarly affected  
7 by Defendants' policies and practices regarding payment of minimum wages and overtime, meal  
8 periods, rest periods, provision of accurate wage statements, final payment of wages to terminated  
9 or resigned employees, alleged violations of the unfair competition law, and alleged violations  
10 under the PAGA. I believe my claims against Defendants are typical of the other Class members,  
11 as the claims asserted in the FAC are also shared by the other Class members.

12 9. From the beginning of my involvement in this case, my attorneys informed me  
13 about what it meant to be a Class Representative. I understood that I was expected to represent and  
14 even champion the other employees' interests, placing their interests ahead of my own. I signed an  
15 acknowledgement of my duties as a Class Representative at the outset of this action. I understood  
16 and believed the way that Defendants failed to pay me was the same as the way they failed to pay  
17 all other employees who worked for Defendants. I am happy that I was able to bring a lawsuit as a  
18 class representative to try and obtain the unpaid wages and other compensation for myself, but  
19 also for my fellow employees like me who had not been paid for all their hours worked or  
20 provided all their required breaks. I believe that my interests have been and continue to be aligned  
21 with all Class Members, and I have been and am willing to continue to pursue the Class Members'  
22 claims vigorously on our collective behalf. As a result, I believe I do not have any interests that are  
23 adverse to the interests of the Class Members.

24 10. I understood it was my responsibility to actively participate in the lawsuit to  
25 safeguard the interests of other Class members, and to ensure that my interests were not in conflict  
26 with those of the other employees. I did so to the best of my ability, and I believe I have  
27 maintained the best interests of the Class Members. I have actively participated in this litigation  
28 and have been continuously apprised of the progress of the case. I have provided documents and

1 evidence to Class Counsel in support of the class claims and spent many hours discussing my  
2 claims and information regarding my employment by Defendant. I have also invested significant  
3 time and efforts in performing my duties on behalf of the Class, including during the initial  
4 complaint drafting process, in response to informal discovery before mediation, speaking with  
5 Class members and answering questions, in connection with the mediation and ongoing settlement  
6 negotiations, and now throughout the preliminary and final Settlement approval process. I have  
7 spent a lot of time speaking with and exchanging e-mails with my counsel to receive answers to  
8 my questions or updates on the case progression. I estimate I have devoted approximately at least  
9 **45 hours** of my time to this action and vigorously representing the interests of the Settlement  
10 Class, including by performing the following:

11 a. Researching the issues and claims I could bring against Defendants and  
12 talking to my attorneys about initiating this action;

13 b. Being interviewed in detail by my counsel regarding the working conditions  
14 at Defendants' facilities, and particularly my experiences and the policies and practices that  
15 applied to my employment and the employment of the other similarly situated employees;

16 c. Searching for and gathering every relevant documents in my possession and  
17 providing them to my attorneys, and reviewing all documents produced by Defendants;

18 d. Speaking with and informing my attorneys of the identities of potential  
19 witnesses and class members and responding to questions from Class members and counsel and  
20 from Defendants in discovery in preparation for mediation;

21 e. Preparing for the mediation session and reviewing settlement related  
22 documents and working with counsel to prepare and provide executed final version of the  
23 Settlement Agreement and then the Amended Settlement Agreement. I have also worked with  
24 counsel in connection with the motion for preliminary approval of the Settlement Agreement and  
25 will also do so as necessary in connection with final approval; and

26 f. Regularly receiving and responding to correspondence and phone calls from  
27 my attorneys and sending many e-mails regarding the claims and case status and then the  
28 Settlements and other related documents.

1           11.       Throughout this case, I have frequently spoken with my attorneys, and stayed in  
2 even closer contact when dealing with specific issues. My attorneys often had questions for me  
3 about Defendants and my work experiences during their investigation of the case. They also asked  
4 me to review documents related to the case, including the Settlement Agreements and many of the  
5 pleadings we filed. I made sure to promptly respond to their requests.

6           12.       I have chosen to represent those who may be afraid to speak up because of fear of  
7 being fired or retaliated against. I also fear retaliation against me after the close of this case. I  
8 expect that wherever I work in the future, my employer and immediate supervisors will have heard  
9 of my involvement with this case. For example, if you just Google search the case name there is a  
10 high possibility my name will come up after clicking on the appropriate links. I expect the  
11 publicity surrounding this case to increase even further once final approval of the Settlement is  
12 announced publicly. This guarantees that any prospective employer doing a simple Internet search  
13 on me will learn of my role as an instigator of this lawsuit. Although they are not supposed to  
14 retaliate against me, I think the reality is that I will experience a certain stigma for years to come. I  
15 fear retaliation or other adverse consequences will arise in my future employment due to my  
16 decision to serve as a Plaintiff and Class Representative in a class action against my employer.

17           13.       I took a huge risk by coming forward to help with this class action. If I had lost the  
18 case and also been ordered to pay Defendants' litigation costs, it would have been financially  
19 devastating to me. However, I also believe the Settlement obtained on behalf of the Settlement  
20 Class is fair and reasonable in view of the facts, claims and the risk of going through further  
21 litigation in this case. I reviewed the settlement agreements with Class Counsel in order to  
22 understand their benefits and risks and ultimately agreed to them, and I therefore followed Class  
23 Counsels' recommendation to settle the claims under the terms in the Settlement Agreements.

24           14.       I have reviewed the original and the Amended Settlement Agreements we have  
25 negotiated with Defendant in this action on behalf of the Class Members. I agreed to the terms  
26 because I believe the Settlement is fair and reasonable. I understand that once the Court grants  
27 preliminary approval of the Settlement and to me serving as the Class Representative, the action  
28 will proceed with Settlement administration and then the final approval process.

1           15.       My opinion about the fairness and adequacy of the settlement in the case is not  
2 based on any potential payment. I also believe this amount is fair and justified because it is in  
3 consideration for a full general release, one that is much broader than the limited claims release for  
4 all Class Members. I was willing to agree to my broader release because it helped the parties agree  
5 to the Settlement, which I believe is an excellent result for the Class I have committed to represent.

6           16.       I have not yet received any consideration or promises that are different than any of  
7 the other Class Members. In my opinion, the requested Representative Service Payment and  
8 Enhancement Award of \$10,000.00 is fair and reasonable given the risks I have taken, the tasks I  
9 have performed, the time I have invested, and the real benefit which the Class members will  
10 receive from this class action. In fact, I believe the Settlement has resulted in a great benefit for  
11 approximately 100 Class members, who I understand will receive an average payment of over  
12 \$2,400.00 when the Court finally approves the Settlement.

13           17.       I freely chose to champion the interests of the Class and freely accepted the risks of  
14 being a Class Representative in a class and PAGA action that could stigmatize me and may affect  
15 my future employability in this industry or any other industry. I also do not believe my decision to  
16 accept the Settlement and proposed \$10,000.00 enhancement and service award compromised my  
17 duty to protect the interest of the Class. I also understand my requested Class Representative  
18 Enhancement and Service Award is subject to the Court’s final approval and discretion, and  
19 respectfully request that the Court approve awarding it as requested and approve me to serve as the  
20 Class Representative for Settlement purposes.

21

22           I declare under penalty of perjury under the laws of the State of California and the United  
23 States that the foregoing is true and correct to the best of my knowledge and that this Declaration  
24 was executed this 20<sup>th</sup> day of April 2021, at San Diego, California.

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26

DocuSigned by:  
*Diego Ornelas*  
FEA3DD89CE8544D...  
Diego Ornelas

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