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9 Attorneys for Plaintiff YANLUY SANTOS
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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
13

14 YANLUY SANTOS, on behalf of himself and all)
15 other aggrieved employees,)

16 Plaintiff,)

17 v.)

18 R.J. ACQUISITION CORP d.b.a., THE AdArt)
19 COMPANY, JOSEPH M. DEMARCO, and)
DOES 1 -100, inclusive,)

20)
21 Defendants.)
22)
23)

Case No. 20STCV34717
[Assigned for all purposes to the Hon. Mel
Red Recana, Dept. 45]

[UNLIMITED CASE]

DECLARATION OF YANLUY SANTOS
SUPPORTING MOTION FOR
APPROVAL OF LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT PENALTIES

Date: 3-28-23
Time: 8:30 a.m.
Dept.: 45

Date Filed: 9-10-20
TRIAL DATE: NONE

Reservation No.: 550050683234

DECLARATION OF YANLUY SANTOS

I, Yanluy Santos, declare as follows:

1. I am the Plaintiff in this action. I have personal knowledge of the matters set forth below, and if called as a witness could and would competently testify as to all statements which follow.

2. I worked as a Screen Department Supervisor for AdArt from approximately July 12, 2004, to December 13, 2019. My employment was terminated when, after I refused to sign an arbitration agreement, I was presented with (and refused to sign) a release of claims, releasing any and all claims for wages I had, for the sum of one dollar. This release was also presented to me after I was interviewed by the Labor Commissioner as part of its investigation into the wage and hour practices of AdArt. In approximately the last month of my employment for AdArt, I was classified as a non-exempt employee. At all other times during my employment with AdArt, I was classified as a salaried, exempt employee.

3. As stated above, during virtually my entire employment with AdArt, my job was known as the supervisor of the screen department. Approximately eighty percent of my time was spent performing physical tasks, while I worked as a screen department supervisor. I would count screens, move screens to the emulsion area, wash screens, engrave them, and prepare them for use. I could also ask for more inventory to permit work to continue. But I had to fill out a request form for such materials and give it to Adam De Marco. I did not hire, fire or give employees time off. And Enrique de la Torre was the manager of department I worked in. De la Torre made all decisions on important issues, including costs.

4. I was paid a salary based on a forty hour work-week. (My wage statements reflect that this was the case.) But I in fact routinely performed uncompensated overtime, and did so off the clock. De la Torre advised me and another employee that it was cheaper to have the salaried employees perform overtime. Records which I have of texts and phone calls from de la Torre (and records relating to the operation of my machine) show that I was contacted to come to work outside of my normal shift and that I in fact did work outside of my normal shift. My work included

1 coming in on weekends and performing physical tasks, coming in early and working or staying
2 after my shift was supposed to end.

3 5. I also observed other employees classified as exempt perform physical tasks more
4 than 50% of the time that they spent working.

5 6. I was classified as non-exempt and paid hourly during approximately the last six weeks
6 of my employment.

7 7. I and other employees routinely missed meal and rest periods, since we worked
8 through them, or otherwise were not furnished such breaks. I also was denied mileage
9 reimbursement for use of my personal vehicle and denied reimbursement of other expenses. For
10 example, one day I performed company business which required me to travel to San Francisco in
11 my own vehicle and return the same day, without being reimbursed for my expenses or paid for my
12 extra time, and instead I was just paid my normal salary.

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

15 Executed this 15th day of February, 2023, at Los Angeles, California.

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17 _____
18 Yanluy Santos
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2 after my shift was supposed to end.

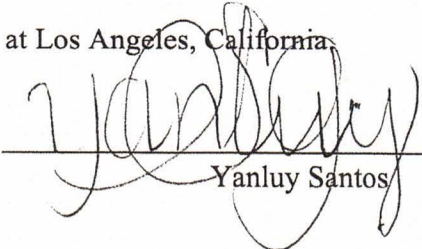
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PROOF OF SERVICE
Santos v. RJ Acquisition
Case No. 20STCV34717

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action. My business address is 6320 Canoga Avenue, Suite 1500, Woodland Hills, California 91367. On February , 2023, I caused the foregoing document(s) described as SANTOS DECLARATION to be served on the interested parties in this action as follows:

By placing a true copy thereof enclosed in a sealed envelope(s) addressed as stated on the attached mailing list.



BY ELECTRONIC SERVICE: (CCP § 1010.6; CRC Rule 2.251(g)): My electronic service address is stephen@smh-legal.com. I served the above listed document(s) described via electronic service on the designated recipients via electronic transmission through my electronic service address. The electronic service addresses of the persons served are listed below. Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed below.

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

Executed on February , 2023, at Woodland Hills, California.

Stephen M. Harris
(Type or print name)



(Signature)

SERVICE LIST
Santos v. R.J. Acquisition
Case No. 20STCV34717

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Attorneys for, Plaintiff YANLUY SANTOS,
individually, and on behalf of all other
aggrieved employees



Court Reservation Receipt

Reservation

Reservation ID:
550050683234

Status:
RESERVED

Reservation Type:
Motion for Order (Approving Labor Code Private Attorneys General Act Settlement)

Number of Motions:
1

Case Number:
20STCV34717

Case Title:
YANLUY SANTOS vs R.J. ACQUISITION CORP, et al.

Filing Party:
Yanluy Santos (Plaintiff)

Location:
Stanley Mosk Courthouse - Department 45

Date/Time:
March 28th 2023, 8:30AM

Confirmation Code:
CR-VUVSFDWAEMBMHJHQD

Fees

Description	Fee	Qty	Amount
Motion for Order (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount:
\$61.65

Type:
Visa

Account Number:
XXXX7915

Authorization:
09330G

Payment Date:
2022-11-22