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Attorneys for Plaintiff, ADRIANA HUERTA and
 MARIA SANCHEZ on behalf of themselves and all
 others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

ADRIANA HUERTA and MARIA SANCHEZ
 on behalf of themselves and all others similarly
 situated

Plaintiffs,

vs.

PRO-TECH DESIGN & MANUFACTURING,
 INC. a California corporation, and DOES 1
 through 50, inclusive,

Defendants.

Case No.: 19STCV36380

**DECLARATION OF ADRIANA HUERTA IN
 SUPPORT OF PLAINTIFFS' MOTION FOR
 PRELIMINARY APPROVAL OF CLASS
 ACTION SETTLEMENT**

DECLARATION OF ADRIANA HUERTA

I, Adriana Huerta, declare as follows:

1. I am a Named Plaintiff and Class Representative in the case of *Adriana Huerta and Maria Sanchez, et al. v. Pro-Tech Design & Manufacturing Inc.* Los Angeles County Case No. 19STCV36380. I make this declaration on the basis of my personal knowledge and if asked to testify thereto I could and would do so.

2. I was employed by Pro Tech Design & Manufacturing Inc, ("Pro Tech") from on or about

1 April 2009 through on or about October 14, 2017. During my employment, I occupied a non- exempt
2 position as an assembler.

3 3. During my employment with Pro Tech, I was frequently required to report to work prior to the
4 start of my shift to don protective gear as was not paid for the time spent in these pre shift activities. I
5 also was not paid for post-shift activities such as cleaning and doffing protective gear. These pre and
6 post shift duties were performed “off the clock” and without compensation. I was also required to don
7 and doff all protective gear prior to exiting my work area for both meal and rest breaks. As such, I was
8 required to work in excess of five (5) hours without being provided an uninterrupted thirty (30) minute
9 meal period by the end of the fifth hour and was not compensated one (1) hour of pay at my regular rate
10 of compensation for each workday that a compliant meal period was not provided. I was also not
11 provided a second 30 minute uninterrupted meal period by the end of the tenth hour when I worked in
12 excess of 10 hours.

13 4. During my employment with Pro Tech, due to the donning and doffing requirements and the
14 time it took to walk to the break room and back, my rest breaks were shortened to less than 10 minutes.
15 I was not compensated one (1) hour of pay at my regular rate of compensation for each workday that a
16 compliant rest break was not provided.

17 5. My understanding is that Pro Tech also failed to provide accurate itemized wage statements to
18 me and similarly situated employees and also failed to timely pay all compensation owed to me at the
19 termination of my employment.

20 6. Prior to retaining the law firm of James Hawkins APLC to redress the grievances that I had
21 against Pro Tech, I was made aware of the advantages and disadvantages of litigation. I was also made
22 aware of my responsibilities as both a Plaintiff and a class representative prior to filing both the class
23 action complaint which was filed on or about October 11, 2019, and the First Amended Complaint, filed
24 on February 3, 2020. I accepted the responsibility and agreed to move forward. I also accepted the
25 responsibilities as a named plaintiff and representative when the Second Amended Complaint was filed
26 on or about March 18, 2022, which added a cause of action under PAGA. I pledged to participate
27 actively in the lawsuit.

28 7. During the litigation of this case, I have continuously interacted with my attorneys to discuss the

1 status of the case. I provided relevant oral and documentary information necessary to prosecute this
2 case. By way of example, I searched for and provided relevant documents pertaining to my employment
3 with Defendant and engaged in multiple discussions with my attorneys regarding my employment.
4 These discussions include, but are not limited to, the following topics: the policies, practices and
5 specific working conditions at Pro Tech. I have also had numerous discussions with my attorneys
6 regarding the progress of this case. Since before the actual filing of the lawsuit to date, I have spent
7 approximately 20 hours on this case.

8 8. By agreeing to bring this action, I formally accepted the responsibilities of representing the
9 interests of all similarly situated employees in California and willingly chose to assume risks and
10 potential costs that I alone might have to bear if judgement would have been rendered in favor of
11 Defendants.

12 9. As part of the settlement agreement, I also signed a general release releasing all claims I have or
13 may have against Pro Tech which is far broader than the release by class members. The incentive
14 payment also serves as compensation for agreeing to a full, general release of all claims against Pro
15 Tech.

16 10. I also risked the potential stigma of being a named plaintiff in a representative action labor
17 dispute which could affect my further employability in the industry or with any prospective employer
18 who learns of my lawsuit against a former employer.

19 11. The incentive payment, subject to court approval, is Seven Thousand Five Hundred Dollars
20 (\$7,500). I believe that this amount is fair and reasonable in light of the efforts and risks

21 I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on
22 4/10/2023 at Bell gardens, California.
23 (date) (city)

DocuSigned by:



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Adriana Huerta