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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BELIA RAMIREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

RUBBERCRAFT CORPORATION OF
CALIFORNIA, LTD., a California Corporation;
and DOES 1 through 100,

Defendants.

Case No. 20STCV11935

*[Assigned for all Purposes to the Hon.
Kenneth R. Freeman, Dept. 14]*

**DECLARATION OF BELIA RAMIREZ
IN SUPPORT OF CLASS ACTION
SETTLEMENT, REASONABLE
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD**

Date: May 24, 2022

Time: 10:00am

Dept: 14

Action Filed: March 25, 2020

Trial Date: None Set

DECLARATION OF BELIA RAMIREZ

I, Belia Ramirez, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed settlement ("Settlement") reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I worked for Rubbercraft Corporation of California, LTD ("Rubbercraft") as a non-exempt employee from approximately May 2019 until January 2021. Although Rubbercraft did not send me a termination letter, their payroll processing company, ADP, sent me a letter in January 2021 to inform me that my benefits would end at the end of that month. After January 2021, I was no longer able to access my payroll records on the ADP website. While I was employed by Rubbercraft, my job title was "Lay-up Technician." During my employment, Rubbercraft did not pay me for all the hours that I worked, including the time I had to prepare for my shift without pay. Specifically, Rubbercraft required that I be at my assigned work station at the start of my shift, however, I needed time to put on my work boots and walk at least two minutes from the clock-in station to my workstation. As a result, I had to clock-in prior to the time I had to be at my workstation so that I can be ready to work when the annunciator bell announced the start of my shift. Rubbercraft rounded my start time to the start of shift, not to my actual clock in time. Rubbercraft also frequently did not provide me with timely 30-minute meal periods prior to the end of my fifth hour of work. For example, I had to clock in and out after the annunciator bell rang to signal the start and end of my meal period, which meant I had to walk over 4 minutes to and from my workstation and wait in line while other employees clocked in and out for their meal period. As a result, my meal period was often less than 30-minutes long. Similarly, Rubbercraft did not provide me with a second meal period when I worked a shift longer than 10 hours. Rubbercraft did not pay me premium pay for any missed or late meal periods. Rubbercraft also did not provide me with rest periods when I worked shifts longer than 10 hours. Rubbercraft did not pay me premium pay for any missed

1 rest periods. I also understand that Rubbercraft did not pay me correct overtime wages when I
2 earned bonuses.

3 3. When I filed this lawsuit, I understood that it had the chance to benefit other
4 employees by helping them recover wages owed to them and I want Rubbercraft to comply
5 with the law and treat its employees fairly. I knew there were risks associated with filing a
6 lawsuit, but I accepted the risks because I wanted Rubbercraft to comply with the law. Even
7 though I understood that this lawsuit would be public record, I accepted that burden for the
8 benefit of Rubbercraft's other employees.

9 4. I have been actively involved in this case since before it was filed. Among
10 other things, I gathered documents and provided them to my attorneys, had multiple
11 discussions with my attorneys regarding Rubbercraft's policies and practices, my work for
12 Rubbercraft, my work hours, overtime pay, and scheduling of meal and rest breaks, and
13 provided information about other employees who experienced similar wage and hour
14 violations. I estimate that I have spent at least 15 to 20 hours on these activities.

15 I declare under penalty of perjury under the laws of the state of California and the
16 United States that the foregoing is true and correct. Executed on Apr 24, 2022 at
17 Los Angeles.

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Belia ramirez (Apr 24, 2022 18:10 PDT)

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