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ROSALBA RAMIREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

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

Plaintiff,

vs.

MOLDED DEVICES, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. RIC2001161

[Assigned to the Honorable Craig G. Riemer in Dept.
I]

**DECLARATION OF PLAINTIFF ROSALBA
RAMIREZ IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 15, 2022
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: March 11, 2020
Trial Date: None Set

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I, ROSALBA 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 class action 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 was employed by Defendant Molded Devices, Inc. (“MDI”) as an hourly, non-exempt employee from approximately August 25, 2015 until approximately October 28, 2019. While working at MDI’s Riverside facility, I was a Machine/Assembly Operator, and was subject to MDI’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with MDI I was not paid for all my time worked. Specifically, it is my understanding that MDI rounded hours worked such that I would not be fully paid for all time worked and all the time I was under MDI's direction and control. I also do not believe I received all legally required meal and rest breaks. Specifically, due to the work demands imposed by MDI, I was often provided late and/or short meal breaks. Further, when I worked shifts over 10.0 hours, I was not provided a second meal period. Additionally, as a result of MDI requiring me to remain in the work facility during my rest breaks, it is my understanding that MDI failed to authorize and permit me to take duty-free rest breaks. Despite not getting all of my meal and rest breaks, I do not believe MDI paid me any meal and/or rest period premiums. As a result of these violations, I also do not believe I received accurate and complete wage statements. I also do not believe I received all of my wages owed at the time of my separation of employment with MDI. I filed a lawsuit alleging these violations on behalf of myself and the other hourly employees because I thought MDI should follow the law and pay its employees correctly.

4. Even before this lawsuit was filed, I worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available whenever I was needed. Prior to filing the lawsuit, I would speak with the attorneys to go over whatever topics they wished to discuss.

1 5. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
2 my former co-workers and current employees of MDI by helping them recover their unpaid wages and
3 meal and rest period premium wages and penalties. I knew that there was a risk that I could be liable
4 for MDI's costs if we lost the case. I accepted this risk because I wanted MDI to compensate their
5 current and former employees for all unpaid wages and meal and rest period premium wages.

6 6. I understood the lawsuit is part of the public record. I was afraid filing a class action
7 and PAGA lawsuit could make it hard for me to find another job because there is a real risk that future
8 employers would not want to interview and/or hire me because I sued an employer. I accepted that
9 burden for the benefit of other employees of MDI. Indeed, if I had not sought legal representation to
10 enforce California's labor laws, I do not believe my former co-workers and current employees of MDI
11 and California's Labor and Workforce Development Agency ("LWDA"), which I understand will
12 receive a portion of the proposed settlement, would receive any of the settlement funds. Without
13 counsel and the assistance of myself, I do not believe we would have gotten the proposed settlement
14 which will benefit the other employees. Therefore, I believe that I put the interests of the Settlement
15 Class before my own.

16 7. I have been actively involved in this case since joining this lawsuit in March 2020.
17 Among other things, I gathered various employment related documents for use in the lawsuit. Without
18 revealing and/or waiving attorney-client privileged communications, I also communicated with my
19 attorneys on numerous occasions.

20 8. Additionally, I worked with my lawyers to prepare for the mediation and was available
21 that day for any questions that arose. When my attorneys told me that we had finally reached a
22 settlement in this case, I spent time going over the settlement agreement and discussing it with my
23 attorneys. I wanted to understand everything before I signed it. I believe that I have spent
24 approximately 20 hours in total on activities related to this case.

25 9. I am not involved in any other lawsuits. As far as I am aware, I have no conflicts with
26 any of the other Settlement Class members.

10. As part of the proposed Settlement, I have also agreed to a general release of claims related to my employment with Defendant that extends beyond the release of claims applicable to members of the Settlement Class. I understand that this includes all claims, whether known or unknown, under federal, state, or local law against MDI.

11. I understand that my attorneys will request that the Court award me a Service Award of \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Award is not contingent upon me supporting the proposed Settlement. I am informed and believe, and on that basis state, that Phoenix Settlement Administrators, the Settlement Administrator in this case, has estimated that my share as a Settlement Class member is approximately \$2,173.32.

I have reviewed this written statement and fully understand all of its contents. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on Jan 18, 2022 at Riverside, California.

Rosalva
Rosalva Ramírez (Jan 18, 2022 17:13 PST)

Rosalba Ramirez