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Attorneys for Plaintiff
MY LE PHAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MY LE PHAM, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

PLASMA RUGGEDIZED SOLUTIONS, INC.,
a Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 30-2019-01086573-CU-OE-CXC

*[Assigned for all purposes to the Hon. Peter Wilson,
Dept. CX102]*

**DECLARATION OF PLAINTIFF MY LE
PHAM IN SUPPORT OF MOTION FOR
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: December 3, 2020
Time: 2:00 p.m.
Dept.: CX102

Action Filed: July 30, 2019
Trial Date: None

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I, MY LE PHAM, 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 Plasma Ruggedized Solutions, Inc. (“Plasma” or “Defendant”) as a non-exempt employee from approximately October 2011 through approximately December 13, 2017. During my employment with Plasma, I worked as a De-Masker and was subject to Plasma’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Plasma, I was not paid for all my time worked. Specifically, as a result of Plasma's time clock policy, I was required to arrive before my scheduled start time and dress into my uniform before clocking in. However, I was not compensated for this additional time under Plasma's direction and control, depriving me of all minimum wages owed. Further, on occasions when I worked over eight hours in a day and/or forty hours in a workweek, Plasma's practice of requiring me to work off the clock also deprived me of all overtime wages owed. Additionally, as a result of Plasma's electronic timekeeping system, Plasma would unlawfully round/shave my work time. Further, this time shaving/rounding practice utilized by Plasma was not even-handed over time and would almost exclusively round/shave in Plasma's favor such that I was routinely underpaid for my time worked. Also, I believe that Plasma automatically deducted thirty minutes from my work time each shift for my meal breaks regardless of whether I took a meal break or not. As such, I was not compensated for all required minimum and overtime wages owed.

4. I also do not believe I received all meal and rest breaks to which I was entitled to. Specifically, as a result of the work demands imposed by Plasma and its failure to maintain any policies and practices of accurately recording meal breaks taken, I was not provided with all my legally required meal breaks. Additionally, due to the work demands imposed by Plasma, I was not authorized and permitted to take all my legally required rest breaks.

1 5. As a result, I do not believe I received accurate, itemized wage statements. I also do not
2 believe I was paid all my wages upon my separation of employment with Plasma.

3 6. Even before this lawsuit was filed, I worked closely with my lawyers on this case. I
4 answered all of their questions about my employment and made myself available whenever I was
5 needed.

6 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
7 my former co-workers and current employees of Plasma by helping them recover their penalties and
8 unpaid wages owed to them. I knew that there was a risk that I could be liable for Plasma's costs if we
9 lost the case. I accepted this risk because I wanted Plasma to compensate its current and former
10 employees for all unpaid wages. Even though I understood that joining a lawsuit is a public record and
11 could stigmatize me and may affect my future employability in this industry or any other industry
12 (although unknown at this time), I accepted that burden for the benefit of other employees of Plasma.

13 8. I have been actively involved in this case since joining this lawsuit. Among other things,
14 I gathered various employment and non-employment related documents for use in the lawsuit. I also
15 worked with my lawyers to prepare for the mediation and was available that day for any questions that
16 arose. Without revealing and/or waiving attorney-client privileged communications, I have
17 communicated with my attorneys on numerous occasions. I estimate that I have spent approximately
18 15 to 20 hours on activities related to this case.

19 9. I understand that my attorneys will request that the Court award me Service Award of
20 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Award is not
21 contingent upon me supporting the proposed Settlement.

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

24 Executed on March 28, 2020 at Anaheim, California.

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27 MY LE PHAM
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