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Attorneys for Plaintiff ADAN VASQUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ADAN VASQUEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GITIBIN & ASSOCIATES, INC. d/b/a GO
RENTALS, a California corporation; and DOES
1 through 100, inclusive,

Defendants.

Case No. 20VECV00834

*[Assigned for all purpose to the Hon. Huey P.
Cotton, Dept. A]*

**DECLARATION OF PLAINTIFF ADAN
VASQUEZ IN SUPPORT OF PLAINTIFF'S
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT AWARD**

Date: August 10, 2021
Time: 8:30 a.m.
Dept.: A

Reservation ID: 963555490023

Action Filed: August 3, 2020
Trial Date: None Set

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I, ADAN VASQUEZ, 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 Private Attorneys General Act (“PAGA”) 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 Gitibin & Associates, Inc. d/b/a Go Rentals (“Go Rentals” or “Defendant”) as an hourly, non-exempt employee from approximately July 25, 2019 through approximately July 31, 2019, at which time I voluntarily separated my employment with Go Rentals. During my employment with Go Rentals, I worked as a Driver/Detailer. While working for Go Rentals, I was required to follow to Go Rentals’ wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Go Rentals, I did not receive all meal and rest breaks to which I was entitled. Specifically, as a result of the work assigned to me by Go Rentals, my meal breaks were often late or otherwise unlawful. Additionally, due to the work assigned to me by Go Rentals, I believe I was not authorized and permitted to take all my legally required rest breaks. Despite all of this, I was not paid any rest period premiums.

4. In addition, I believe that throughout my employment with Go Rentals, other non-exempt employees were not paid for all of their overtime hours worked. Specifically, I believe that Go Rentals paid other non-exempt employees non-discretionary performance bonuses, but Go Rentals did not include all forms of the non-discretionary bonuses to its non-exempt employees when calculating their regular rate of pay. As a result, I believe that Go Rentals failed to pay other non-exempt employees all overtime wages owed.

5. Because of all of the above issues at work, I do not believe other non-exempt employees who have separated their employment with Go Rentals, received all of their wages owed at the time of their separation of employment with Go Rentals.

1 6. I retained Haines Law Group, APC and Lidman Law, APC to represent me in my wage
2 claims against Go Rentals. I worked closely with my lawyers on this case. I answered all of their
3 questions about my employment and made myself available whenever I was needed.

4 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
5 my former co-workers and current employees of Go Rentals by helping them recover penalties. As the
6 named Plaintiff I knew that I would be taking on certain risks that the other employees would not have
7 to bear. I knew that there was a risk that I could be liable for Go Rentals' costs if we lost the case. I
8 accepted these risks because I wanted Go Rentals to compensate its current and former employees and
9 to fix its pay practices. Even though I understood that joining a lawsuit is a public record and could
10 stigmatize me and may affect my future employability because employers do not like to hire employees
11 who have filed lawsuits against their prior employers, I accepted that burden for the benefit of other
12 employees of Go Rentals. Indeed, if I had not sought legal representation to enforce California's labor
13 laws, I do not believe my former co-workers of Go Rentals and California's Labor and Workforce
14 Development Agency ("LWDA"), which I understand receives a portion of the proposed settlement,
15 would receive any of these funds. Without counsel and my assistance, I do not believe we would have
16 gotten the proposed settlement.

17 8. I have been actively involved in this case since joining the lawsuit. Among other things,
18 I gathered various documents for use in the lawsuit. I also worked with my lawyers to prepare for the
19 mediation and was available the entire day of the mediation on April 12, 2021 for any questions that
20 arose. I spent time discussing the proposed settlement with my attorneys. I wanted to understand
21 everything before I signed it. I believed I represented the aggrieved employees and the LWDA to the
22 best of my ability and put the interests of the aggrieved employees ahead of my own. I estimate that I
23 have spent approximately 15 to 20 hours on activities related to this case.

24 9. As part of the proposed Settlement, I have agreed to a full general release of claims
25 related to my employment with Go Rentals, which is a broader release of claims applicable to the
26 other Aggrieved Employees, which I understand means all current and former hourly, non-exempt
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1 employees of Defendant Gitibin & Associates, Inc. d/b/a Go Rentals who worked in California at any
2 time from April 6, 2019 through the date the Court grants approval of the Settlement.

3 10. I understand that my attorneys will request that the Court award me an enhancement
4 award of \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 enhancement
5 award is not contingent upon me supporting the proposed Settlement.

6 I declare under penalty of perjury under the laws of the United States and state of
7 California that the foregoing is true and correct. Executed on June 29, 2021 at Van Nuys,
8 California.


Adan vasquez (Jun 29, 2021 15:17 CDT)

ADAN VASQUEZ