

Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Kristen M. Agnew (State Bar No. 247656)
kagnew@diversitylaw.com
Nicholas Rosenthal (State Bar No. 268297)
nrosenthal@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

Attorneys for Plaintiff and the Class

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ERNESTO DELGADO,

Plaintiffs,

vs.

KLOECKNER METALS
CORPORATION, et al.

Defendants.

Case No. 2:20-cv-07405-GW-SK

Assigned to Hon. Judge George H. Wu

**DECLARATION OF ERNESTO
DELGADO IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

Date: January 3, 2022

Time: 8:30 a.m.

Courtroom: 9D, 9th Floor

DECLARATION OF ERNESTO DELGADO

I, Ernesto Delgado, declare as follows:

1. I am an individual over the age of 18 years old. I am the named plaintiff in this matter. I have personal knowledge of the facts set forth below, and if called to testify I could and would do so competently.

2. I was previously employed by Defendant Kloeckner Metals Corporation (the "Company") from on or about January 5, 2014, to on or about December 20, 2019. I worked as an hourly, non-exempt employee at the Company's plant located in Santa Fe Springs, California.

3. I worked shifts of varying lengths, including some shifts lasting twelve hours or more in a day. Due to the demands of the job, I was sometimes required to take meal breaks of less than thirty minutes and/or after the fifth hour of work. Additionally, when I worked more than twelve hours in a day, I was not provided with the opportunity to take a second meal break. In fact, I was never instructed by a manager to take a second meal break. Nor did anyone tell me that I was entitled to take a second meal break when I worked more than twelve hours. I did not receive meal period premium pay (i.e., an additional hour of pay) for missed, short or late meal breaks.

4. I used a time clock to clock-in and out throughout the workday, including at the beginning of the day, at the beginning of lunch, at the end of lunch and at the end of the day. The time clock did not include a feature where I could self-report delayed or interrupted meal breaks.

5. I received a wage statement concurrent with the payment of wages. When overtime and/or shift differential wages were paid, the corresponding wage statement did not list the rate of pay or the hours worked associated with these wages. Instead, the wage statement only showed the gross amount of the overtime and shift differential pay.

6. During my employment with the Company, I was given the option to

1 receive my wages via direct deposit, a physical paycheck or an ATM-like pay card.
2 I elected to receive my wages via direct deposit and/or a live paycheck. However,
3 when my employment ended with the Company, I received my final wages via an
4 ATM-like pay card. I never authorized receipt of my final wages by pay card,
5 including signing any type of authorization form. Rather, the Company
6 automatically issued the ATM pay card to me. I incurred various charges to use the
7 pay card, which resulted in me getting paid less than all of my final wages.

8 7. During the pendency of this lawsuit, I was required to provide
9 assistance to my attorneys, including meeting with them and providing them with
10 documents and information. I also spent time preparing for and having my
11 deposition taken. I estimate that I spent approximately 45 hours meeting with my
12 attorneys in connection with the assistance of the class claims, such as providing
13 information and various documents and traveling to my attorney's office, preparing
14 for my deposition, and having my deposition taken

15 8. Throughout this case, I have continuously been kept apprised of the
16 status of this case.

17 9. I understand that the class claims alleged in this action were brought
18 on behalf of other similarly situated employees, and thus I am acting as a
19 representative for the class. As the class representative, I understand that it is my
20 responsibility to act in the class's best interest and not my own. I agree that I will
21 not put my own interests ahead of that of the class. Moreover, I am not aware of
22 any conflicts that exist between my interest and the interests of the class that would
23 impair or affect my ability to serve as representative for the class. I believe I was
24 subjected to the same meal and rest break practices and payroll issues as other
25 class members.

26 10. I have and continue to be willing to assist in the investigation of this
27 matter as well as make myself available for trial or any further proceeding in this
28 matter as required to represent the interests of the class. I also understand my

1 duties and responsibilities to the proposed class and will carry out those duties as
2 necessary.

3 11. Based on my understanding of the case, I am of the opinion that
4 settlement for the consideration and on the terms set forth in the Stipulated
5 Settlement Agreement and Release of Claims are fair, reasonable, and adequate
6 and is in the best interests of the class.

7 I declare under penalty of perjury under the laws of the State of California
8 and the United States that the foregoing is true and correct.

9 Executed on October 4, 2021, at Los Angeles, California.

10
11 
12 Ernesto Delgado