

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: November 8, 2021

Time: 8:30 a.m.

Courtroom: 9D, 9<sup>th</sup> Floor

1                                    **DECLARATION OF ERNESTO DELGADO**

2            I, Ernesto Delgado, declare as follows:

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

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

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

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

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

28           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