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Attorneys for Plaintiff CHARLES YNIGUEZ,
individually and on behalf of all other similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CHARLES YNIGUEZ, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

AIRGAS USA, LLC, a Delaware limited
liability corporation; AIRGAS CARBONIC,
INC., a Delaware corporation; and DOES 1
through 20, inclusive

Defendants.

CASE NO. 20STCV18190

[Assigned to Judge Elihu M. Berle, Dept. 6]

**DECLARATION OF PLAINTIFF
CHARLES YNIGUEZ IN SUPPORT
OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

[Notice of Motion; Memorandum In
Support of Motion for Preliminary
Approval of Class Action Settlement;
Declaration of James Hawkins In Support
of Motion for Preliminary Approval of
Class Action Settlement; [Proposed] Order
filed concurrently herewith]

Date: June 21, 2022

Time: 10:00 a.m.

Dept.: 6

Complaint Filed: May 8, 2020

FAC Filed: December 11, 2020

Trial Date: None

DECLARATION OF CHARLES YNIGUEZ

I, Charles Yniguez, declare as follows:

1. I am a named plaintiff in this action, and commenced this action against my former employer. I have personal knowledge of all facts in this declaration and, if asked, I would testify to these facts under oath in court.

2. I worked as a non-exempt employee for Defendants Airgas USA, LLC and Airgas Carbonic, Inc. ("Defendants" or "Airgas") from approximately January 2016 through March 2020.

3. During my employment, I was not paid for all hours that I worked and was not properly paid overtime. I was also not paid in a timely manner upon separation from employment. I was not provided compliant meal and rest periods, or compensated premium pay when meal and rest periods were not lawfully provided. I also was not provided accurate wage statements.

4. After meeting with my attorneys about these issues, I decided to proceed with a lawsuit against my former employer. At the time, I also agreed to represent all other similarly situated non-exempt hourly paid employees who worked for Defendants in California, and to obtain relief for the entire class. I understand that through the investigation and settlement process, the "Class" or group that I am representing has been refined to include all individuals who were employed by Defendant Airgas USA, LLC or Airgas Carbonic, Inc. in California in their Dry Ice Divisions as non-exempt/hourly employees during the "Class Period" of May 8, 2016 to the date of Preliminary Approval. I also agreed to consider the interests of the class just as I would consider my own interest, and have always done so and will continue to do so.

5. On May 8, 2020, I filed a Class action lawsuit with the Superior Court of California for the County of Los Angeles entitled, *Yniguez v. Airgas USA, LLC, et al.*, Case No. 20STCV18190. My attorneys filed the class action complaint on behalf of myself and other non-exempt employees of Defendants who were not paid for each hour working including minimum wages and proper overtime, provided meal periods, authorized and permitted to take rest periods, not provided accurate wage statements or paid all wages owed upon termination.

6. On July 27, 2020, I filed a representative action lawsuit under PAGA in the Superior Court of the State of California, Los Angeles County, Case No. 20STCV28508, in which

1 I alleged the following causes of actions: (1) Violation of California Labor Code sections 2698, et
2 seq. (Private Attorney General Act of 2004), which includes allegations of (a) failure to pay wages
3 including minimum wages and overtime; (b) failure to provide lawful meal periods and failure to
4 pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a
5 meal periods; (c) failure to provide rest breaks for every four hours or major fraction thereof
6 worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay
7 in lieu of providing a rest period; (d) failure to pay all wages earned and owed upon separation
8 from Defendant's employ; and (e) failure to provide accurate itemized wage statements.

9 7. On December 11, 2020, I filed a First Amended Complaint ("FAC") to add an
10 eighth cause of action for civil penalties pursuant to the Private Attorneys' General Act of 2004,
11 Labor Code Section 2698, et seq. ("PAGA") to the class action Complaint.

12 8. On January 8, 2021, I dismissed the separate representative Action in the California
13 Superior Court for the County of Los Angeles since those claims had been brought in to the class
14 action.

15 9. When I agreed to represent the class, I understood it was my duty to be readily
16 available and to participate actively in the case. I knew that I needed to keep aware of the status
17 and progress of the lawsuit and assist my attorneys in litigating the case on behalf of the Class. At
18 all times, I worked to fulfill these duties on behalf of the Class.

19 10. I also understood the risks I could face due to my involvement as a named plaintiff.
20 I understood that I could be held responsible for the payment of Defendants' court-awarded
21 litigation costs and potentially attorneys' fees if I did not prevail in the litigation. Therefore, I
22 realized that I was taking a significant amount of risk in filing the class action lawsuit.

23 11. I knew that my name could easily be located on a search of court records and that
24 any prospective employer may find out that I had sued my former employer.

25 12. Even though I knew I was taking risks, I knew I had to do what I believed was right
26 and pursue claims on behalf of other employees to vindicate our rights and attempt to recover the
27 wages owed to us.

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1 13. My attorneys prepared and forwarded me a copy of the complaint for review in this
2 case. I thoroughly reviewed the complaint and discussed the contents of the complaint with my
3 attorneys.

4 14. I spent a substantial amount of time and effort pursuing my claims and the claims
5 of the other similarly situated employees from the time I retained my attorneys to this date.

6 15. During the litigation, I spent hours on telephone calls discussing the facts of my
7 case with the attorneys and staff of James Hawkins APLC. I spent hours discussing the facts
8 related to my employment with Defendants, including discussing my job duties and
9 responsibilities as a non-exempt employee, my experiences, Defendants' policies and practices,
10 and the hours and days I worked. I have also worked to identify witnesses and assist my attorneys
11 in moving this case forward. I have also reviewed certain documents produced during the
12 information exchange process in this case to assist my attorneys in prosecuting this case and
13 ultimately preparing for a full day of mediation. I also remained available during the mediation in
14 order to assist with any questions or issues that arose.

15 16. I also spent hours looking for all documents related to my employment with
16 Defendants and sending them to my attorneys, which included wage statements, personnel
17 documents, emails, and separation paperwork. I further spent several hours on telephone calls
18 discussing the documents I provided to my attorneys.

19 17. My attorneys provided me with a copy of the proposed Settlement Agreement
20 which I reviewed carefully before signing it. I have discussed the terms and any questions I had
21 with my counsel. As a term of the settlement, I have agreed to give a broad release of all claims
22 (except those currently pending in my individual arbitration) that I had or might have against
23 Defendants arising from my employment. No other Class Member will be required to give such a
24 release. I understand this is sometimes asked of Class Representatives.

25 18. It is my opinion that the proposed settlement achieved is fair, adequate and
26 reasonable.

27 19. I understand that approximately 272 current and former employees of Defendants
28 will receive payments they would not otherwise have recovered but for the initiation of the case.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct. Execute on 3/22/2022 in Albuquerque, New Mexico.

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DECLARATION OF CHARLES YNIGUEZ ISO MOTION FOR
PRELIMINARY APPROVAL OF JOINT STIPULATION OF CLASS ACTION SETTLEMENT