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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,

Plaintiff,

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 CHARLES
YNIGUEZ IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
AWARD**

Preliminary Approval Date: September 8, 2022
Final Approval Hearing: January 23, 2023
Time: 9:00 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. For the Court's ease in reference, I note that the vast majority of this declaration mirrors the facts and circumstances that I set forth in connection with my declaration in support of the Motion for Preliminary Approval. I submit this declaration in support of the Motion for Final Approval and the Motion for Attorneys' Fees, Costs, and Class Representative Service Award.

3. I understand that approximately 272 individuals are part of the Settlement Class and received notice of the settlement from the Settlement Administrator. These facts reinforce my belief that the Settlement we achieved with the assistance of my counsel is fair reasonable and adequate.

4. I worked as a non-exempt employee for Defendant Airgas USA, LLC, ("Defendant" or "Airgas") from approximately January 2016 to March 2020.

5. 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 with my wages in a lawfully, timely manner upon my separation from employment with Defendant.

6. 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 Defendant in California, and to obtain relief for the entire class. I also agreed to consider the interests of the class just as I would consider my own interest.

7. 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. 20STCV181190. My attorneys filed the class action complaint on behalf of myself and other non-

1 exempt employees of Defendants who were not paid for each hour working including minimum
2 wages and proper overtime, provided meal periods, authorized and permitted to take rest periods,
3 not paid all wages owed upon termination (the “Class Action”).

4 8. On July 27, 2020, I filed a representative action lawsuit under PAGA in the
5 Superior Court of the State of California, Los Angeles County, Case No. 20STCV28508, in which
6 I alleged the following causes of actions: (1) Violation of California Labor Code sections 2698, et
7 seq. (Private Attorney General Act of 2004), which includes allegations of (a) Failure to Pay
8 Wages Owed, Including Minimum Wage and Overtime, (b) Failure to Provide Lawful Meal
9 Periods or Compensation in Lieu Thereof, (c) Failure to Authorize or Permit Lawful Rest Periods
10 or Provide Compensation in Lieu Thereof, (d) Failure to Pay All Wages Due Upon Separation of
11 Employment, and (e) Failure to Provide Accurate Itemized Wage Statements (the “PAGA
12 Action”).

13 9. I understand that on November 30, 2020, my attorneys agreed to dismiss my PAGA
14 Action, Case No. 20STCV28508, and subsequently amended my Class Action complaint to add
15 my PAGA claim, resulting in a consolidation of all my claims against Defendant.

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

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

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

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

1 14. 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 15. 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 16. 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 Defendant, including discussing my job duties and responsibilities
9 as a non-exempt employee, my experiences, Airgas's policies and practices, and the hours and
10 days I worked. I have also worked to identify witnesses and assist my attorneys in moving this
11 case forward. I was also involved in many discussions with my co-workers regarding the case and
12 the circumstances of our employment. I have also reviewed certain documents produced during
13 the information exchange process in this case to assist my attorneys in prosecuting this case and
14 ultimately preparing for a full day of mediation. I also remained available during the mediation in
15 order to assist with any questions or issues that arose.

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

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

26 19. I have exchanged countless emails, phone calls, and other communications with my
27 counsel throughout the course of this case to ensure that I was aware of the status of the case, and
28 the progression of the Settlement process. I have extensively monitored the action throughout.

1 20. I estimate that I have spent 80-90 hours during the course of this case engaged in
2 tasks related to this litigation as set forth above.

3 21. It is my opinion that the proposed settlement achieved is fair, adequate and
4 reasonable. The overwhelmingly positive response of the Class reinforces this belief.

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

7 23. I have always considered the interests of the class just as I would consider my own
8 interest and placed the interests of the class above my own since I commenced the case against
9 Airgas. In addition, I believe I have put myself at risk by pursuing this lawsuit on behalf of myself
10 and other current and former employees of Defendant, and I understand that my participating in
11 this lawsuit could inhibit my ability to seek gainful employment in the future.

12 24. I am requesting the Court approve a \$7,500 Service Payment. I believe this amount
13 is reasonable considering the amount of work and time I spent with my attorneys to achieve this
14 excellent settlement. The time and service I provided to the Class resulted in the parties agreeing
15 to settle the case and a positive outcome for the entire Class, who will receive a share of the
16 settlement funds in this case.

17 25. I further believe the amount of the Class Representative Service Payment is very
18 reasonable considering the financial and professional risks I took by bringing a class action
19 lawsuit against my former employer, including the potential of paying court-awarded litigation
20 costs to Defendant and the negative exposure to future employers. I also gave a broad release of
21 all claims against Defendant arising from my employment (except those related to the arbitration)
22 that other Class Members did not have to give.

23 26. As I have been since May 2020, I am committed to this case and intend to continue
24 to participate as needed until the conclusion of this matter for the benefit of the Class.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Execute on November 10, 2022 in Whittier, California.


Charles Frank Yniguez (Nov 10, 2022 16:57 PST)
Charles Yniguez