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Attorneys for Plaintiff

CARLOS CHACON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

CARLOS CHACON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

EXEMPLIS LLC, a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 30-2020-01157341-CU-OE-CXC

*[Assigned for All Purposes to Hon. Randall J.
Sherman, CX105]*

**DECLARATION OF CARLOS CHACON
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 27, 2021

Time: 10:00 a.m

Dept.: CX105

Reservation No.: 73578931

Complaint Filed: August 27, 2020

Trial Date: None Set

1 **DECLARATION OF CARLOS CHACON**

2 I, CARLOS CHACON, declare as follows:

3 1. I am an individual over the age of 18 and the named plaintiff in this matter. This
4 declaration is submitted in support of approval of the proposed settlement ("Settlement") reached in
5 this case. I have personal knowledge of the facts stated in this declaration and could testify competently
6 to them if called upon to do so.

7 2. I have been employed by Defendant Exemplis LLC (hereinafter "Exemplis" or
8 "Defendant") as a non-exempt employee since on or about August 1, 2016. During my employment
9 with Exemplis, I have worked out of the facility in Buena Park, California. During my employment, I
10 was subject to Exemplis's wage and hour policies and practices.

11 3. It is my understanding that I was not properly compensated for all of my overtime wages
12 because Exemplis did not include my incentive bonuses, based on the number of chairs I produced
13 each day, in my regular rate of pay.

14 4. I also do not believe I received all legally-compliant meal and rest breaks. Specifically,
15 as a result of the bell signaling system implemented by Exemplis my meal breaks were often late, short
16 or otherwise unlawful. It is also my understanding that Exemplis would automatically deduct time
17 from my work time for purported meal periods, irrespective of whether or not I actually took a meal
18 break. Additionally, as a result of Exemplis requiring me to remain on the work premises during rest
19 breaks, it is my understanding I was not authorized and permitted to take all my legally compliant rest
20 breaks.

21 5. As a result of these violations, I also do not believe I received accurate and complete
22 wage statements.

23 6. I retained Haines Law Group, APC and Lidman Law, APC to represent me in my wage
24 claims against Exemplis. Even before this lawsuit was filed, I worked closely with my lawyers on this
25 case. I answered all of their questions about my employment and made myself available whenever I
26 was needed. Prior to filing the lawsuit, I would speak with the attorneys to go over whatever topics
27 they wished to discuss.

1 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
2 my former co-workers and current employees of Exemplis by helping them recover their unpaid
3 penalties. I knew that there was a risk that I could be liable for Exemplis's costs if we lost the case. I
4 accepted this risk because I wanted Exemplis to compensate their current and former employees and
5 for Exemplis to fix its pay practices. I also took on the added risk of potentially being retaliated against
6 by Exemplis and/or its employees for bringing a lawsuit while being a current active employee.

7 8. Even though I understood that joining a lawsuit is a public record and could stigmatize
8 me and may affect my future employability in this industry or any other industry because there is a risk
9 that future employers would not want to interview and/or hire someone who has sued an employer, I
10 accepted that burden for the benefit of other employees of Exemplis. Indeed, if I had not sought legal
11 representation to enforce California's labor laws, I do not believe my former co-workers and current
12 employees of Exemplis and California's Labor and Workforce Development Agency ("LWDA"),
13 which I understand will receive a portion of the proposed settlement, would receive any of the
14 settlement funds. Without counsel and the assistance of myself, I do not believe we would have gotten
15 the proposed settlement.

16 9. I have been actively involved in this case since joining this lawsuit back in August 2020.
17 Among other things, I gathered various employment related documents for use in the lawsuit. Without
18 revealing and/or waiving attorney-client privileged communications, I also communicated with my
19 attorneys on numerous occasions.

20 10. Additionally, I worked with my lawyers to prepare for the mediation and was available
21 that day for any questions that arose. When my attorneys told me that we had finally reached a
22 settlement in this case, I spent time discussing the settlement agreement with my attorneys. I wanted
23 to understand everything before I signed it. I believed I represented the other employees of Exemplis
24 and the LWDA to the best of my ability and put the interests of the aggrieved employees ahead of my
25 own. I believe that I have spent approximately 15 to 20 hours in total on activities related to this case.

26 11. I am not involved in any other lawsuits. As far as I am aware, I have no conflicts with
27 any of the other aggrieved employees.

1 12. As part of the proposed Settlement, I have also agreed to a general release of claims
2 related to my employment with Exemplis that extends beyond the release applicable to Aggrieved
3 Employees, which I understand means all current and former hourly, non-exempt employees of
4 Exemplis who worked in California at any time from June 22, 2019 through the sooner of (1) the date
5 the Court grants approval of this settlement or (2) the date the pay periods in the PAGA Period increase
6 15% of 18,329 (which is 21,079). I understand that this includes all claims, whether known or
7 unknown, under federal, state, or local law against Exemplis up through the date I signed the settlement
8 agreement.

9 13. I understand that my attorneys will request that the Court award me an Enhancement
10 Award of \$5,000.00 for my service and efforts on the case. This amount is also for a full release of
11 claims related to my employment with Exemplis that extends beyond the release of claims applicable
12 to the other Aggrieved Employees. This proposed \$5,000.00 Enhancement Award is not contingent
13 upon me supporting the proposed Settlement.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing is
15 true and correct. Executed on July 14, 2021, at Paramount, California.

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Carlos chacon (Jul 14, 2021 15:32 PDT)
19 CARLOS CHACON
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