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Attorneys for Plaintiff

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

EDWARD SALGADO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

S.R. BRAY LLC, a California limited liability
company d/b/a Power Plus!; POWER PLUS
LLC, a California limited liability company; and
DOES 1 through 100,

Defendants.

CASE NO. 30-2020-01172134

*[Case assigned for all purposes to the Hon.
Glenda Sanders, Dept. CX101]*

**DECLARATION OF EDWARD
SALGADO IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 8, 2022

Time: 1:30 p.m.

Dept.: CX101

Complaint Filed: May 28, 2020

Trial Date: None Set

DECLARATION OF EDWARD SALGADO

I, Edward Salgado, declare as follows:

1. I am an individual over the age of 18 and am the named plaintiff in this matter against Defendant S.R. Bray LLC d.b.a. Power Plus! ("Power Plus"). This declaration is submitted in support of approval of the Settlement Agreement reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I worked for Power Plus as a "Installer" from April 2016 through approximately May 13, 2020.

3. While working for Power Plus, I was subject to Power Plus' wage and hour policies that are at issue in this case. During my employment with Power Plus, I received on call payments. However, I do not believe Power Plus properly included these payments when calculating my regular rate of pay, resulting in an underpayment of overtime wages. Additionally, when Power Plus scheduled me to work an on call shift and I was not called into work, Power Plus did not pay me for at least two hours of work. Instead, I only received a flat sum payment of \$20.

4. While working for Power Plus I often did not receive a meal period until after the end of my fifth hour of work and I often did not receive a second meal period when I worked shifts of more than 10.0 hours. It is also my understanding that I and/or other employees had 30 minutes automatically deducted from our time records, whether or not we received a full 30-minute meal period. I do not believe that Power Plus paid me meal period premiums when my meal periods were late, short, or missed.

5. In addition, I did not receive a third 10-minute rest break on shifts over 10 hours. I believe that Power Plus did not pay me rest period premiums when I did not receive all of my rest periods.

6. As a result of these violations, it is my understanding that I did not receive accurate and complete itemized wage statements and that I was not paid all final wages owed to me by Power Plus. I also received wage statements that reflected payments for on call pay but did not

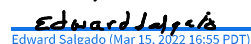
1 include a corresponding rate or number of on call units/hours worked.

2 7. When this lawsuit was filed, I understood that this lawsuit could benefit former
3 and current Power Plus employees by helping to recover their unpaid wages, unpaid meal and rest
4 period premiums, and other penalties. I knew there was a risk that I could be liable for Power
5 Plus' costs if we lost the case. I accepted this risk because I wanted Power Plus to pay its current
6 and former employees for their unpaid wages. Even though I understood that filing a lawsuit is
7 a public record, I accepted that burden in order to help former, current, and future Power Plus
8 employees.

9 8. I have been actively involved in this case since it started. I have had many phone
10 conversations with my attorneys throughout this case to discuss Power Plus' wage and hour
11 practices, identify potential witnesses, discuss case strategy, and discuss the Settlement. I also
12 gathered and reviewed documents for use in the lawsuit and reviewed relevant documents with
13 my attorneys. I estimate that I have spent at least 20-25 hours on this case from the time I first
14 spoke with my attorneys regarding this case until the present. I also understand that as part of the
15 Settlement, I have agreed to a general release of claims against Power Plus, which is broader than
16 the release of claims agreed to by other Settlement Class Members.

17 9. I understand that my attorneys will request that the Court approve an enhancement
18 award of \$5,000 for my efforts on behalf of the Settlement Class. I believe this amount is
19 reasonable based on the amount of time and effort I have devoted to this case as well as my
20 general release of claims and the risks I have undertaken as a class representative, as described
21 above. My support for the Settlement is not contingent on my receiving this incentive award.

22 I declare under penalty of perjury under the laws of the State of California and the United
23 States that the foregoing is true and correct. Executed on March 14, 2022 at
24 Carlsbad, California.

25 
Edward Salgado (Mar 15, 2022 16:55 PDT)

26 Edward Salgado