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Attorneys for Plaintiff
WILLIAM ZELAYA

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

ANDRES ARCOS, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

AXIOM MATERIALS, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2020-01144794-CU-OE-CXC
(Related to: *Steve Valenzuela v. Axiom
Materials, Inc.*, Case No. 30-2020-01140945-
CU-OE-CXC; *William Zelaya v. Axiom
Materials Inc.*, Case No. 30-2020-01155811-
CU-OE-CXC; and *Andres Arcos v. Axiom
Materials, Inc.*, Case No. 30-2020-01168863-
CU-OE-CXC)

**DECLARATION OF WILLIAM ZELAYA
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 9, 2023
Time: 2:00 p.m.
Dept: CX101

1 I, William Zelaya, hereby declare:

2 1. The facts set forth herein are true of my own personal knowledge, and if called upon
3 to testify thereto, I could and would competently do so under oath.

4 2. I am the named Plaintiff in this action. On or around August 18, 2020, the Complaint
5 entitled *William Zelaya v. Axiom Materials, Inc., et al.*, Case No. 30-2020-01155811-CU-OE-CXC,
6 was filed in the Superior Court of California, Orange County, on behalf of me, and all other current
7 and former employees who were similarly situated.

8 3. I am also aware of, and have consented to in writing, the fee splitting agreement
9 between Protection Law Group, LLP, Aegis Law Firm, PC, and Melmed Law Group P.C., which
10 provides 40% to Protection Law Group, LLP, 40% to Aegis Law Firm, PC, and 20% to Melmed
11 Law Group P.C.

12 4. During my employment with Defendant, I have not been paid all minimum and
13 overtime wages owed, authorized or permitted off-duty meal and rest periods or paid missed meal
14 and rest period premiums, issued accurate wage statements, and did not receive all of my wages
15 due during and at termination of my employment.

16 5. I understand that, as a Class Representative, I have a duty to look out for and protect
17 the interest of the Class as a whole. I do not believe, nor do I have any reason to believe, that my
18 interests in this lawsuit are in conflict or in any way antagonistic to the interests of those of my
19 fellow Class Members. Given the various defenses asserted by Defendant, I believe, along with
20 my attorneys, that the settlement obtained is fair and reasonable to the Class.

21 6. As the named Plaintiff in this action, I estimate that I have expended approximately
22 10-12 hours providing invaluable assistance to Class Counsel and the Class in this case, including
23 providing factual background for the mediation and Class Complaint; reviewing the relevant
24 documents and Complaint; participating in phone calls with my lawyers to discuss litigation and
25 settlement strategy; participating in a full-day mediation by telephone; and reviewing the settlement
26 documents. My efforts were instrumental in securing the favorable terms of the Settlement
27 Agreement, which will provide monetary compensation to the Class. I also agreed to participate in
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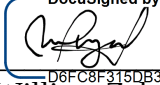
1 this case with no guarantee of personal benefit.

2 7. This case also involved risks for me, such as the potential risk of having to pay
3 Defendant's costs if we lost. Disregarding these risks, I pursued this case on behalf of the Class to
4 a successful resolution and settlement. Further, as part of the Settlement, I am agreeing to a general
5 release of all claims, which is broader than the release of claims that the members of the class will
6 agree to if they wish to participate in the settlement.

7 8. It is my understanding that based upon my industrious efforts as the named Plaintiff
8 in this action there is something called a Class Representative Incentive Award. I respectfully
9 request that the Court grant this award to me in the amount of \$5,000.00 in addition to my pro rata
10 share of the settlement fund.

11 I declare under penalty of perjury under the laws of the United States and the State of
12 California that the foregoing is true and correct.

13 Executed on 1/27/2023.

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15 DocuSigned by:
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17 _____
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19 William Zelaya
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