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JOSE LUIS TOPETE PEREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE LUIS TOPETE PEREZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

PRODUCTION RESOURCE GROUP LLC, a
Delaware limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Case No. 20STCV38584 *related to* Case No.
20STCV27311

*[Assigned for all purposes to the Hon. Maren Nelson
– SSC-17]*

**DECLARATION OF PLAINTIFF JOSE LUIS
TOPETE PEREZ IN SUPPORT OF
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 4, 2021
Time: 9:00 a.m.
Dept.: SSC-17

Complaint Filed: October 7, 2020
Trial Date: None Set

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I, JOSE LUIS TOPETE PEREZ, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) 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 have been employed by Production Resource Group LLC (“PRG”) (or its predecessors) as a non-exempt employee since approximately June 10, 2013 through the present and I am informed and believe that I received the same format of wage statements as other employees. I work at PRG’s facility in Glendale, California and am subject to PRG’s wage and hour policies and practices.

3. I also do not believe I received all legally required rest breaks. Specifically, as a result of PRG requiring me to remain in the work facility during my rest breaks, it is my understanding that PRG failed to authorize and permit me to take duty-free rest breaks. Despite not getting all of my rest breaks, I do not believe PRG paid me any rest period premiums.

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

5. Even before this lawsuit was filed, I worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available whenever I was needed. Prior to filing the lawsuit, I would speak with the attorneys to go over whatever topics they wished to discuss, including PRG's rest break policies.

6. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my former co-workers and current employees of PRG by helping them recover their unpaid penalties. I knew that there was a risk that I could be liable for PRG's costs if we lost the case. I accepted this risk because I wanted PRG's to compensate their current and former employees for alleged Labor Code violations. I also feared that PRG and/or its employees would retaliate against me for bringing a lawsuit while being a current employee of PRG.

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

11 8. I have been actively involved in this case since joining this lawsuit in October 2020.
12 Among other things, I gathered various employment related documents for use in the lawsuit. Without
13 revealing and/or waiving attorney-client privileged communications, I also communicated with my
14 attorneys on numerous occasions.

15 9. Additionally, I worked with my lawyers to prepare for direct settlement negotiations by
16 answering questions as they arose. When my attorneys told me that we had finally reached a settlement
17 in this case, I spent time going over the settlement agreement and discussing it with my attorneys. I
18 wanted to understand everything before I signed it. I believe that I have spent approximately 15 hours
19 in total on activities related to this case.

20 10. I am not involved in any other lawsuits. As far as I am aware, I have no conflicts with
21 any of the other Class Members.

22 11. As part of the proposed Settlement, I have also agreed to a general release of claims
23 related to my employment with Defendant that extends beyond the release of claims applicable to
24 members of the Settlement Class. I understand that this includes all claims, whether known or
25 unknown, under federal, state, or local law against PRG.

26 12. I understand that my attorneys will request that the Court award me a Service Award of
27 \$5,000.00 for my service and efforts on the case and in exchange for my execution of a full general
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1 release of all known and unknown claims. This proposed \$5,000.00 Service Award is not contingent
2 upon me supporting the proposed Settlement.

3 I have reviewed this written statement and fully understand all of its contents. I declare under
4 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

5 Executed on Sep 9, 2021 at Reseda, California.

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7 José Luis topete Perez (Sep 9, 2021 12:42 PDT)

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