

Justin Lo, Esq. (SBN: 280102)
Justin@caworklawyer.com
Berkeh Alemzadeh (SBN#: 324834)
beyonca@caworklawyer.com
WORK LAWYERS PC
22939 Hawthorne Blvd, Suite 202
Torrance, CA 90505
Telephone No.: (424) 355-8335
Facsimile No.: (424) 248-2944

Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
MAHONEY LAW GROUP APC
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

Attorneys for Plaintiff SOLEDAD MARRON, on behalf of themselves and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

RENEE J. MONTOYA, CINDY L.
BRAKEBILL, JACOB R. MONTOYA and
SOLEDAD MARRON, as individuals and on
behalf of all others similarly situated,

Plaintiffs,

v.

REMO, INC., a California corporation; and
DOES 1 through 100, inclusive,

CASE NO.: 20STCV37581

[Related Case No. 20STCV34614]

CLASS ACTION

[Assigned for all purposes to the Hon. Maren Nelson in Dept. 17]

**DECLARATION OF SOLEDAD
MARRON IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

HEARING INFORMATION:

DATE: March 23, 2022

TIME: 9:00 a.m.

DEPT: 17

ACTION FILED: September 11, 2020

TRIAL DATE: None set

DECLARATION OF SOLEDAD MARRON

I, Soledad Marron, state and declare, as follows:

1. I am a party to this action. I am fully competent to make this declaration. I have personal knowledge of the facts set forth herein, except for those stated on information and belief, and as to those I am informed and believe them to be true. If called upon to testify, I could and would testify as set forth herein.

2. I make this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action and Representative Action Settlement.

3. I was employed by defendant Remo Inc. ("Defendant") as a non-exempt employee, with duties that included, but were not limited to, quality control work from approximately August 23, 1977, through approximately March 20, 2020.

4. During my employment with Defendant, my time and the time of most of my other coworkers was recorded electronically. Instead of being paid for the time we recorded, we were paid for the rounded times. I brought this action for any time I and my fellow coworkers were unpaid due to this rounding practice.

5. I and my coworkers who had to clock in and out were required to do so with time blocks that were far away. Because we were only afforded thirty minutes (30) meals for lunch, my counsel and I theorized that, in essence, meal periods taken were short. Yet I don't believe I or any of my coworkers received meal period premiums for these effectively short meals.

6. I was often not provided with an opportunity to take a full, uninterrupted, and duty-free 10-minute rest period every four hours or major fraction thereof during our employment with Defendant because, among other things, at times the realities of the job made it impossible to take or required that the rest period be short or interrupted. In addition, I understood we had to stay on premises for the rest breaks. I believe my coworkers experienced were also not afforded the opportunity to take full, uninterrupted, duty-free rest periods, either.

7. I do not recall receiving any premium pay for the off-duty rest periods I was not authorized or permitted to take, nor do I recall other non-exempt, hourly-paid of Defendant receiving premium pay for their inability to take compliant rest periods, either.

1 8. Before and during the course of litigation, I was actively involved in assisting my
2 attorneys to support the wage and hour claims asserted. My involvement began before the initial
3 complaint was filed wherein, I provided first-hand knowledge and documentation as to
4 Defendant's practices, its ownership and corporate structure, and its wage and hour policies and
5 practices.

6 9. Part of the information I relayed was with regard to Defendant's timekeeping
7 policies and practices as well as their meal and rest period policies and practices.

8 10. I provided them with all the documentation, in my possession, that was provided to
9 me by Defendant's during my employment.

10 11. I assisted in reviewing time and payroll records with my attorneys, and reviewed
11 policies produced by Defendant to determine whether those policies were ever actually distributed
12 to Defendant's employees and whether those policies matched Defendant's practices.

13 12. I also introduced by attorneys to other employees of Defendant so their experiences
14 could be surveyed, as well, and confirm that they were common to mine.

15 13. My attorneys called me to ask me questions several times throughout the
16 litigation and I contacted my attorneys several times to stay updated on the case and offer my
17 assistance on any matters I could be helpful with. I was also available for meditation by
18 telephone, during which I was called to answer the questions posed by the mediator regarding
19 the asserted claims, as well as arguments raised by Defendants. In addition, I worked with my
20 attorneys over the several days following mediation to execute a Memorandum of
21 Understanding and the next several weeks to understand and execute a long form settlement
22 agreement and a revised long form settlement agreement.

23 14. Over the past few months since mediation has been resolved, I have stayed in
24 touch with my attorneys to ensure that there was no undue delay in payment for other class
25 members for whom I brought this Action.

26 15. I believe that, through the present, I have spent approximately twenty-three (23)
27 hours in connection with this matter, which included time spent having preliminary calls with
28 my attorneys; doing an intake with my attorneys; time spent searching for documents relating to

1 my employment; time spent discussing the purported arbitration agreement and how it was
2 presented; time spent reading and understanding the Memorandum of Understanding, the long
3 form settlement agreement, and the revised long form settlement agreement; time spent
4 answering calls to discuss Defendant's timekeeping, pay, and meal and rest period policies, to
5 review time and payroll records; time spent discussing with my attorneys Defendant's policies
6 and practices; time spent in connection with mediation; and time spent checking in on the status
7 of the case, among other things. I also spent time preparing this declaration to support
8 Plaintiff's Motion for Preliminary Approval of the Class Action and Representative Action
9 Settlement.

10 16. I feel that by bringing this lawsuit, I could stand up for not only my rights but the
11 rights of other employees who suffered from the same unfair wage practices. I believe that
12 current employees might not want to share their experiences with Defendant since they feared
13 losing their jobs. This is certainly understandable as I, too, have to provide for myself and
14 others.

15 17. By bringing this lawsuit, I have put the interests of the class ahead of my own.

16 18. I also took significant professional risk by agreeing to be a class representative in
17 this case. There is a very real possibility that due to my involvement in this case, other
18 companies could refuse to hire me. I knew that I ran the risk of being labeled a troublemaker in
19 the industry generally by serving as a named plaintiff in a class action lawsuit. I am aware that
20 future employers may be less inclined to hire me because of my involvement in this case. I
21 further knew that I ran the risk of having to file bankruptcy should the lawsuit have been lost
22 due to the potential judgment. Defendant would have been entitled to for costs associated with
23 defending this case.

24 19. I understood that I could possibly earn a small enhancement if this case resolved
25 favorably, but always knew that I could also be responsible for paying Defendant's attorneys'
26 fees and costs if the result was not favorable. I also knew that I could face retaliation from
27 Defendant and backlash from former coworkers who are loyal to Defendant. I have also had to
28 provide a broader release of claims to Defendant than that provided by my coworkers for whom

1 I brought this suit as part of the settlement. My understanding, in addition, is that if I brought
2 this case individually, I may have earned more compensation individually and on a much
3 quicker timeline than the timeline to resolve this Action.

4 20. My goal in bringing this lawsuit was to obtain a recovery on behalf of other non-
5 exempt employees of Defendant that also were not paid all wages they were owed, even more
6 importantly, to put an end to what I believe are illegal practices on the part of Defendants. I
7 believe I have achieved both through this lawsuit and settlement.

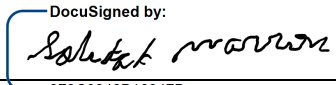
8 21. I have no interest in the governance or work of Legal Aid at Work, which the
9 Parties have designated as the *cy pres* recipient, nor do I have a conflict of interest in their work.

10 22. I have no conflict with any non-exempt, hourly-paid employees that worked for
11 Defendant that would thwart my ability to represent their interests in this Action.

12 23. I understand and have agreed that the attorneys who prosecuted the Action will be
13 splitting attorneys' fees as follows: 60% to Bibiyan Law Group, P.C., 20% to Mahoney Law
14 Group, APC, and 20% to Work Lawyers PC.

15
16 I declare under penalty of perjury under the laws of the state of California that the
17 foregoing is true and correct this 27 Day of February 2022, at Pacoima, California.
18 2/22/2022

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DocuSigned by:

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Soledad Marron