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Attorneys for Plaintiff
VICENTE GONZALEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

VICENTE GONZALEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

NORCO PLASTICS, INC., a California
corporation; BEYOND STAFFING
SOLUTIONS, INC., a California corporation;
MOONSTONE PEO, INC., a Texas corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB2026519

*[Assigned for all purposes to the Hon. David S.
Cohn, Dept. S-26]*

**DECLARATION OF PLAINTIFF
VICENTE GONZALEZ IN SUPPORT OF
MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 22, 2023

Time: 10:00 a.m.

Dept.: S-26

Action Filed: August 7, 2020

Trial Date: None

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I, VICENTE GONZALEZ, 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 was employed by Defendant Norco Plastics, Inc. (hereinafter referred to as “Norco” or “Defendant”) as an hourly, non-exempt employee from approximately March 2019 until approximately January 2020, at which time I was terminated. During my employment Norco, I, along with the other hourly, non-exempt employees, were required to follow Norco’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Norco, I was not paid for all my time worked. Specifically, Norco required me to start working five minutes before and after my scheduled start and stop time but only paid me for my scheduled time. As such, I do not believe I was compensated for all required minimum and overtime wages owed.

4. I also do not believe I received all meal and rest breaks to which I was entitled. Specifically, because of the work demands imposed by Norco and having to wait in long lines to clock in and out for my meal breaks, my meal breaks were often less than 30 minutes. Additionally, I believe I was not authorized and permitted to take all my legally required rest breaks. Specifically, I was required to remain on the work premises during my rest breaks, which I am informed and believe is in violation of California law. Despite all of this, I was not paid meal period or rest period premiums.

5. Because of all of the above issues at work, I do not believe I received accurate, itemized wage statements. I also do not believe all of my wages upon my separation of employment

6. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available to speak and meet with my lawyers whenever I was needed, including the entire day of the mediation on February 1, 2022 and throughout the settlement process.

7. 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 Norco by helping them recover money owed to them.

1 As the named Plaintiff, I knew that I would be taking on certain risks that the other employees would
2 not have to take on. I also knew that there was a risk that I could be liable for Norco's costs if we lost
3 the case. I was also scared that it would be difficult for me to get a similar job in the future because
4 other companies might not want to hire me if they knew I had filed a lawsuit against my former
5 employer. Even though I understood that joining a lawsuit is a public record and could stigmatize me
6 and may affect my future employability, I accepted that burden for the benefit of other employees of
7 Norco because I wanted Norco to pay its current and former employees for all unpaid wages according
8 to the law and face consequences for not doing so.

9 8. I have been actively involved in this case since joining this lawsuit. Without revealing
10 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
11 numerous occasions. I estimate that I have spent approximately 15 hours meeting with my lawyers
12 concerning the case and my responsibilities as a class representative, which included, among other
13 things, gathering various employment and non-employment related documents for use in the lawsuit,
14 reviewing documents with my lawyers and answering their questions, answering follow up questions
15 and providing guidance regarding Norco's 3 shift schedule, meal breaks, rest breaks, clocking in and
16 clocking out, pay stubs, and other policies and procedures that Norco required me and the hourly
17 employees to follow, and helping develop a strategy as to what documents/information to obtain from
18 Norco. Also, I routinely checked in with my attorneys and their staff to make sure I did not miss any
19 important updates in this case. In connection with the settlement in this case, I spent over 2 hours
20 reviewing the settlement agreement and discussing it with my attorneys. I made sure to ask my lawyers
21 any questions I had about the terms of the settlement agreement because I wanted to understand
22 everything before I signed it.

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

27 10. I believe my claims are typical of the members of the Class because they were required
28 to follow the same policies and procedures I was required to follow when I worked for Norco. I believe

1 Norco's policies and procedures were the same for all hourly employees in California. Since the same
2 policies and procedures applies to myself and the other hourly, non-exempt employees, I believe they
3 were not paid for all wages earned, did not receive all meal and rest periods, and did not receive accurate
4 wage statements. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt
5 employees. I understand that as the proposed class representative, I am responsible for representing
6 the interests of all members of the class in litigation to recover money damages for the Class and I
7 consider the interests of the Class and put the interests of the Class before my own interests.

8 11. I understand that my attorneys will request that the Court award me Service Award of
9 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Award is not
10 contingent upon me supporting the proposed Settlement.

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

13 Executed on March 29, 2022 at Riverside, California.

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Vicente Gonzalez (Mar 29, 2022 10:48 PDT)

16 VICENTE GONZALEZ
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