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Attorneys for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MAYRA OSORIO, on behalf of herself and all
others similarly situated;

Plaintiff,

v.

ISC ENGINEERING, LLC, a Delaware
Limited Liability Company; MUSTARD
SEED TECHNOLOGIES, INC., a California
Company, and DOES 1 through 50 inclusive,

Defendants.

CASE NO.: 30-2021-01188961-CU-OE-CXC

Assigned to Hon. Peter Wilson

**DECLARATION OF MAYRA OSORIO IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

HEARING INFO

Date: August 24, 2023

Time: 2:00 p.m.

Dept.: CX101

Action Filed: March 29, 2022

FAC Filed: November 2, 2022

Trial Date: None Set

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DECLARATION OF MAYRA OSORIO

I, Mayra Osorio, hereby declare:

1. The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.
2. I am one of the named Plaintiffs in this action.
3. On or around March 15, 2021, the Class Action Complaint entitled *Osorio v. ISC Engineering, LLC, et al.*, Case No. 30-2021-01188961-CU-OE-CXC was filed in the Superior Court of California, Orange County, on behalf of myself, and all other current and former non-exempt employees who are similarly situated.
4. I was employed by ISC Engineering, LLC and Mustard Seed Technologies, Inc. (“Defendants”) as a non-exempt employee. I and other similarly situated employees were responsible for all aspects of Defendants’ business operations California. I have subjected to the same employment policies and practices that affected other similarly aggrieved employees of Defendants in California during the relevant time period.
5. As a non-exempt employee employed by Defendants, I was not paid all minimum wages, and overtime wages owed. I was also not authorized or permitted all of off-duty rest periods and did not receive rest period premiums for missed or non-complaint rest periods. I was not provided with all compliant meal periods or paid missed meal period premiums for non-compliant meal periods. I was also not issued accurate itemized wage statements and did not receive all of my wages due upon separation of my employment.
6. I understand that, as a Class Representative, I have a duty to look out for and protect the interest of the class members as a whole. I do not believe, nor do I have any reason to believe, that my interests in this lawsuit are in conflict or in any way antagonistic to the interests of those of my fellow similarly situated employees. Given the various defenses asserted by Defendants, I believe, along with my attorneys, that the settlement obtained is fair and reasonable to the putative class members.
7. As one of the named Plaintiffs in this action, I provided invaluable assistance to Counsel and the putative class members in this case, including providing factual information, wage

and hour documentation, wage statements, my payroll records and personnel file and factual background for the allegations in the PAGA Notices, and Complaints. I also provided invaluable information in preparation for mediation and was available on the day of mediation. I also participated in various phone calls with my lawyers to discuss litigation and settlement strategy and reviewed the settlement documents. My efforts were instrumental in securing the favorable terms of the Settlement Agreement, which will provide monetary compensation to the similarly aggrieved employees of Defendant. I also agreed to participate in this case with no guarantee of personal benefit.

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

9. I have not received and will not receive any benefits in connection with this action other than my portion of the general settlement and requested service award.

10. It is my understanding that based upon my industrious efforts as the named Plaintiff in this action, I may be entitled to a Service Award. I respectfully request that the Court grant this award to me in the amount of \$7,500 in addition to my pro rata share of the settlement fund.

11. In light of what I have done for the class and the hard work I put in, I believe that the requested award is fully warranted and respectfully request that it be granted. Moreover, I voluntarily undertook a great amount of risk by publishing my name and putting my time and reputation on the line to represent the putative class members. Regardless of these risks, I put the interests of the class before mine.

12. I signed with all the plaintiffs and attorneys a joint prosecution agreement which provides for class counsel to share the total attorneys' fees earned in this matter.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct this _____ at _____ County, California.

Plaintiff, Mayra Osorio