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

STEPHANIE AGUIRRE, as an individual  
and on behalf of all others similarly situated,

Plaintiffs,

vs.

PINNACLE CLAIMS MANAGEMENT,  
INC., a California corporation; WESTERN  
GROWERS ASSOCIATION, a California  
corporation; WESTERN GROWERS  
INSURANCE SERVICES, a California  
corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: 30-2020-01161977-CU-OE-CXC

[Assigned for all purposes to the Hon. William  
Claster, Dept. CX101]

**DECLARATION OF STEPHANIE AGUIRRE  
IN SUPPORT OF PLAINTIFF'S MOTION TO  
APPROVE SETTLEMENT AGREEMENT  
PURSUANT TO THE PRIVATE ATTORNEYS  
GENERAL ACT OF 2004**

Date: September 6, 2024  
Time: 9:00 a.m.  
Dept.: CX101

**Reservation No.: 74354274**

Action Filed: September 24, 2020  
Trial Date: September 30, 2024

**DECLARATION OF STEPHANIE AGUIRRE**

I, Stephanie Aguirre, declare as follows:

1. I am an individual over the age of 18. I am the named Plaintiff in the above-referenced action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I was employed by Defendants Pinnacle Claims Management, Inc. and Western Growers Association (together, "Defendants") as a call center representative from about February 2019, to about June 1, 2020. I worked as an hourly, non-exempt employee.

3. During my employment with Defendants, I regularly earned non-discretionary pay, such as referral bonus incentive wages. The non-discretionary pay was not factored into the regular rate of pay during pay periods when I also received overtime wages or sick pay. Instead, the overtime and sick pay were paid at my base rate of pay.

4. In addition, I regularly worked shifts of 5 hours or more but did not receive timely, off-duty meal breaks of at least 30 minutes. My meal breaks were often allowed after the 5<sup>th</sup> hour of work. I was not paid meal period premium compensation for all late or improper breaks. On occasions when I did receive meal period premium compensation, it was paid at an incorrect rate. The premium was paid at my base rate of pay, instead of the higher regular rate of pay that incorporated non-discretionary pay into the calculation of the rate.

5. As a result of the unpaid and/or underpaid wages, the wage statements I received were inaccurate and displayed incorrect hourly rates of pay and gross and net wages earned.

6. I do not believe I have any conflicts of interest and I have spent a significant amount of time discussing this matter with my attorneys on many occasions and explaining my understanding of Defendants' practices. I met with my attorneys to discuss this case and the facts involved, provide documents, respond to questions, and review filings and information produced by Defendants. This case has been going on for almost four years and I have been in constant contact with my attorneys to answer questions about the company's practices and to provide additional information when requested. I have assisted with connecting my attorneys with other employees of the company to assist in their investigation as well.

7. I am proud of the result and accomplishment of this lawsuit. I feel that it is a positive accomplishment and understand that other people will benefit because of the actions that I have taken.

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

Executed on this 5 day of August 2024, at Irvine, California.

DocuSigned by:  
  
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Stephanie Aguirre