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Attorneys for Plaintiff,
 KARINA MOSQUEDA, on behalf of herself and all similarly situated employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

KARINA MOSQUEDA, on behalf of
 herself and all similarly aggrieved
 employees,

Plaintiff,

v.

SANSEI GARDENS, INC.; NEW IMAGE
 LANDSCAPE COMPANY; and DOES 1
 through 50, inclusive,

Defendants.

Case No. 21CV000325

(Assigned to the Hon. Thomas W. Wills, Dept.
 15)

DECLARATION OF KARINA MOSQUEDA IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: December 8, 2023

Time: 8:30 A.M.

Dept.: 15

Complaint Filed: February 3, 2021

FAC Filed: September 27, 2022

Trial Date: Not Set

DECLARATION OF KARINA MOSQUEDA

I, Karina Mosqueda, 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 Sansei Gardens, Inc. and New Image Landscaping Company (together, "Defendants") from about January 2020 to about October 2020 as a non-exempt, hourly-paid employee.

3. During my employment, I was not paid for all hours worked, including minimum and overtime wages, paid the prevailing rate of wages for all public works, paid the correct rate of sick pay wages, paid premiums for missed meal and rest periods, and paid all wages when due and upon separation of employment. Defendants also failed to provide me with off-duty meal and rest breaks, reimburse work-related expenses, provide accurate wage statements, and keep accurate records.

4. For example, as an employee I was required to participate in mandatory orientation and safety training. I was not paid for the time spent in the orientation and safety training. I was also required to keep my personal cell phone with me at all times and respond to work-related calls and text messages while off-the-clock and on meal and rest breaks. I was not paid for my time working or reimbursed for the costs of cell phone use.

5. When I worked on public works projects, on information and belief, I was not paid the prevailing rate.

6. Moreover, during my employment, I was required to work shifts of five hours or more without a duty-free meal period and shifts of about four hours without a duty-free rest period of at least ten minutes. I did not receive premium pay for the noncompliant breaks.

7. I did not receive all wages at the time owed or upon separation of employment.

8. Furthermore, due to the practices mentioned above, the wage statements I received did not show accurate information such as regular and overtime hours worked, total hours worked, gross and net wages earned, all applicable rates of pay and the number of hours

1 worked at each rate.

2 9. During the pendency of this lawsuit, I was required to provide assistance to my
3 attorneys, including discussing the case with them on numerous occasions and providing them
4 with documents and information. I have spent a significant amount of time in connection with
5 the assistance/prosecution of the claims in this lawsuit. I estimate that I spent approximately
6 25-30 hours in connection with the assistance/prosecution of the claims in this lawsuit. This
7 includes the following:

- 8 a. Meeting with my attorneys to discuss this case and the facts involved on
9 numerous occasions, including numerous telephonic meetings at various
10 stages of the lawsuit;
- 11 b. Gathering documents related to this case;
- 12 c. Reviewing the complaint and other documents, including my declaration
13 and the settlement agreement;
- 14 d. Regularly providing information to my attorneys and responding to any
15 questions;
- 16 e. Reviewing and signing the settlement agreement.

17 10. I understand that this action was brought on behalf of other similarly situated
18 employees, and that I am acting as a representative for the Settlement Class. As a Class
19 Representative, I understand that it is my responsibility to act in the best interests of the
20 Settlement Class.

21 11. I do not have any relationship of any kind with Watsonville Law Center.

22 12. I have and continue to be willing to assist in the investigation of this matter as
23 well as make myself available for trial or any further proceedings in this matter as required to
24 represent the interests of the Class. I also understand my duties and responsibilities to the
25 proposed Class and will carry out those duties as necessary.

26 13. I have discussed the terms of the Settlement Agreement with my attorneys, and
27 based on the information provided, I believe the settlement to be fair, adequate, and reasonable
28 for myself and for the entire Settlement Class.

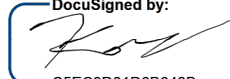
1 14. I understand that I could have been liable for Defendant's legal costs had
2 Defendant prevailed. I also understand that this lawsuit was filed in the public court records,
3 which may affect my ability to obtain future employment.

4 15. In connection with the settlement, I also executed a general release of any and all
5 claims, known and unknown, including a waiver of Civil Code § 1542, which was not required
6 of other Settlement Class Members.

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

9 Executed on 11/11/2023, at Soledad ca, California.

DocuSigned by:

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Karina Mosqueda