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County of Monterey
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EDWARD GNAT, on behalf of himself and all similarly aggrieved employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

EDWARD GNAT, on behalf of himself and
all similarly aggrieved employees,

Plaintiff,

v.

QUINN COMPANY; and DOES 1 through
50, inclusive,

Defendants.

Case No. 20CV003431

**DECLARATION OF EDWARD GNAT IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: February 23, 2024
Time: 8:30 a.m.
Dept.: 15

Action Filed: December 21, 2020
Trial Date: Not Set

DECLARATION OF EDWARD GNAT

I, Edward Gnat, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the named Plaintiff in this matter. 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 hired by Defendant Quinn Company ("Defendant") in about July 2001. I have worked for Defendant for over 22 years as a Master Technician at Defendant's service center in Salinas, California.

3. During my employment, I regularly earned non-discretionary incentive wages, such as lump sum and hourly incentive wages. During periods when I earned non-discretionary incentive pay and received sick pay, Defendant failed to correctly calculate the regular rate of pay, based on the average of all rates of pay I received during that same pay period. As a result, I was paid at an improper, lower rate of pay and did not receive all sick pay owed to me.

4. In addition, Defendant regularly failed to provide me with proper, uninterrupted lunch breaks within the first five hours of my shift. I did not receive premium compensation for all missed, late, or interrupted lunch breaks.

5. Defendant required me and other employees to keep our personal cell phones on our person at all times and respond to work-related calls and text messages, even when off-the-clock. I was not paid for time spent working off-the-clock. Because I had to remain on call via my cell phone during rest breaks, I did not receive off-duty rest breaks.

6. As a result of the above, the wage statements I received were incorrect.

7. I understand that this action was brought on behalf of all other non-exempt employees in the State of California, and that I am acting as a representative for the Settlement Class. As a class representative, I understand that it is my responsibility to act in the best interest of the Settlement Class.

8. I have and continue to be willing to assist in the investigation of this matter, including providing any necessary information and documents, as well as make myself

1 available for trial or any further proceeding in this matter as required to represent the interests
2 of the Settlement Class. I also understand my duties and responsibilities to the proposed class
3 and will carry out those duties as necessary.

4 9. I have discussed the terms of the settlement with my attorneys, and based on the
5 information provided, I believe the settlement to be fair, adequate, and reasonable for myself
6 and for the entire Settlement Class.

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 01/30/2024, at Salinas, California.

10 DocuSigned by:

11 

12 F808D7E74BCF4EC...

13 Edward Gnat