

JAMES HAWKINS APLC
 James R. Hawkins (SBN 192925)
 Isandra Fernandez (SBN 220482)
 9880 Research Drive, Suite 200
 Irvine, CA 92618
 Telephone: (949) 387-7200
 Facsimile: (949) 387-6676
 staff@jameshawkinsaplc.com
 isandra@jameshawkinsaplc.com
 kacey@jameshawkinsapl.com

Attorneys for Plaintiffs NATHANIAL RUBERO
 ERNESTO CARRANZA AGUILAR on behalf of
 themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

NATHANIAL RUBERO and ERNESTO
 CARRANZA AGUILAR on behalf of
 themselves and all others similarly situated

Plaintiffs,

vs.

CLASSIC DISTRIBUTING AND
 BEVERAGE GROUP, INC. a California
 corporation, and DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV38353

**DECLARATION OF ERNESTO CARANZA
 AGUILAR IN SUPPORT OF PLAINTIFFS'
 MOTION FOR PRELIMINARY APPROVAL
 OF CLASS ACTION SETTLEMENT**

DECLARATION OF NATHANIEL RUBERO

I, Ernesto Carranza Aguilar, declare as follows:

1. I am a Named Plaintiff and Class Representative in the case of *Nathaniel Rubero and Ernesto Carranza Aguila, et al. r v. Classic Distributing, Inc.* Los Angeles County Case No. 20STCV38353. I make this declaration on the basis of my personal knowledge and if asked to testify thereto I could and would do so.

2. I was employed by Classic Distributing Inc, ("Classic Distributing") from on or about October 2019 through July 2020. During my employment, I occupied a non- exempt position as a sales

1 representative at a Classic Distributing facility.

2 3. During my employment with Classic Distributing, there were shifts in which I had my
3 meal breaks interrupted and was asked to return to work and therefore performed work “off the clock”
4 and without compensations. There were also instances in which, due to the demands of work shifts, I
5 was required to work in excess of five (5) hours without being provided an uninterrupted thirty (30)
6 minute meal period by the end of the fifth hour and was not compensated one (1) hour of pay at my
7 regular rate of compensation for each workday that a compliant meal period was not provided. I was
8 also not provided a second 30 minute uninterrupted meal period by the end of the tenth hour when I
9 worked in excess of 10 hours.

10 4. During my employment with Classic Distributing, due to the time constraints resulting
11 from the demands of work shifts and understaffing, I was frequently unable to take any rest breaks
12 during my work shift or had my rest breaks shortened to less than 10 minutes. I was not compensated
13 one (1) hour of pay at my regular rate of compensation for each workday that a compliant rest break was
14 not provided.

15 5. My understanding is that Classic Distributing also failed to provide accurate itemized
16 wage statements to me and similarly situated employees and also failed to timely pay all compensation
17 owed to me at the termination of my employment.

18 6. Additionally, due to the requirements of my position, I was required to use my personal
19 cell phone for the purposes of executing my duties, an expense for which I was not compensated.

20 7. Prior to retaining the law firm of James Hawkins APLC to redress the grievances that I
21 had against Classic Distributing, I was made aware of the advantages and disadvantages of litigation. I
22 was also made aware of my responsibilities as both a Plaintiff and a class representative prior to filing
23 the class action complaint which was filed on or about October 12, 2020. I accepted the responsibility
24 and agreed to move forward. I also accepted the responsibilities as a named plaintiff and representative
25 when the PAGA Complaint was filed on or about January 28, 2021. I pledged to participate actively in
26 the lawsuit.

27 8. During the litigation of this case, I have continuously interacted with my attorneys to
28 discuss the status of the case. I provided relevant oral and documentary information necessary to

1 prosecute this case. By way of example, I searched for and provided relevant documents pertaining to
2 my employment with Defendant and engaged in multiple discussions with my attorneys regarding my
3 employment. These discussions include, but are not limited to, the following topics: the policies,
4 practices and specific working conditions at Classic Distributing. I have also had numerous discussions
5 with my attorneys regarding the progress of this case. Since before the actual filing of the lawsuit to
6 date, I have spent approximately 15 to 20 hours on this case.

7 9. By agreeing to bring this action, I formally accepted the responsibilities of representing
8 the interests of all similarly situated employees in California and willingly chose to assume risks and
9 potential costs that I alone might have to bear if judgement would have been rendered in favor of
10 Defendants.

11 10. As part of the settlement agreement, I also signed a general release releasing all claims I
12 have or may have against Classic Distributing which is far broader than the release by class members.
13 The incentive payment also serves as compensation for agreeing to a full, general release of all claims
14 against Classic Distributing.

15 11. I also risked the potential stigma of being a named plaintiff in a representative action
16 labor dispute which could affect my further employability in the industry or with any prospective
17 employer who learns of my lawsuit against a former employer.

18 12. The incentive payment, subject to court approval, is Ten Thousand Dollars (\$10,000). I
19 believe that this amount is fair and reasonable in light of the efforts and risks

20 I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on
21 3/27/2023 at Compton, California.

22
23 DocuSigned by:

24 *Ernesto Aguilar*

25 87C0BA5048CD476...

26 Ernesto Carranza Aguilar
27
28