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OSCAR GERARDO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OSCAR GERARDO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

STRATASYS DIRECT, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 20STCV44366

*[Assigned for all purposes to the Honorable William
F. Highberger, Dept. SSC-10]*

**DECLARATION OF PLAINTIFF OSCAR
GERARDO IN SUPPORT OF MOTION
FOR APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 22, 2022
Time: 1:30 p.m.
Dept.: SSC-10

Action Filed: November 17, 2020
Trial Date: None Set

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I, OSCAR GERARDO, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendant Stratasys Direct, Inc. (hereinafter referred to as “Stratasys Direct” or “Defendant”) as an hourly, non-exempt employee from approximately 2008 through approximately February 2020, at which time I began a medical leave of absence. I have since formally voluntarily separated my employment with Stratasys. Also, during my employment with Stratasys, I, along with the other hourly, non-exempt employees, were required to follow Stratasys’ wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Stratasys, I was not paid for all my time worked. Specifically, Stratasys would keep track of my time worked and would unlawfully round/shave my work time. As such, I do not believe I was compensated for all required minimum and overtime wages owed.

4. I also do not believe I received all meal and rest breaks to which I was entitled. Specifically, as a result of the work demands imposed by Stratasys, my meal breaks were often late, short and/or otherwise unlawful meal periods. Additionally, I believe I was not authorized and permitted to take all my legally required rest breaks. Despite all of this, I was not paid meal period or rest period premiums.

5. Because of all of the above issues at work, I do not believe I received accurate, itemized wage statements nor was I paid all of my wages owed at the time of my voluntary separation of employment with Stratasys.

6. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available to speak and meet with my lawyers whenever I was needed, including the entire day of the mediation on October 27, 2021 and throughout the settlement process.

1 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
2 my former co-workers and current employees of Stratasys by helping them recover money owed to
3 them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees
4 would not have to take on. For example, I was a current employee at the time the lawsuit was filed and
5 faced the possibility of being retaliated against by Stratasys and/or its employees. I also knew that there
6 was a risk that I could be liable for Stratasys' costs if we lost the case. Even though I understood that
7 joining a lawsuit is a public record and could stigmatize me and may affect my future employability, I
8 accepted that burden for the benefit of other employees of Stratasys because I wanted Stratasys to pay
9 its current and former employees for all unpaid wages according to the law and face consequences for
10 not doing so.

11 8. I have been actively involved in this case since joining this lawsuit. Without revealing
12 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
13 numerous occasions. I estimate that I have spent approximately 10 hours meeting with my lawyers
14 concerning the case and my responsibilities as a class representative, which included, among other
15 things, gathering various employment and non-employment related documents for use in the lawsuit,
16 reviewing documents with my lawyers and answering their questions, answering follow up questions
17 and providing guidance regarding Stratasys' timekeeping and break schedules, and other policies and
18 procedures that Stratasys required me and the hourly employees to follow, and helping develop a
19 strategy as to what documents/information to obtain from Stratasys. In connection with the settlement
20 in this case, I spent over 1 hour reviewing the settlement agreement and discussing the agreement and
21 approval process with my attorneys. I made sure to ask my lawyers any questions I had about the terms
22 of the settlement agreement because I wanted to understand everything before I signed it.

23 9. As part of the proposed Settlement, I have also agreed to a full general release of claims
24 related to my employment with Stratasys that extends beyond the release of claims applicable to
25 members of the Class as defined in the Settlement. I understand that this includes all claims, whether
26 known or unknown, under federal, state, or local law against Stratasys.

27 10. I believe my claims are typical of the members of the Class because they were required
28 to follow the same policies and procedures I was required to follow when I worked for Stratasys. I

1 believe Stratasys' policies and procedures were the same for all hourly employees in California. Since
2 the same policies and procedures applies to myself and the other hourly, non-exempt employees, I
3 believe they were not paid for all wages earned, did not receive all meal and rest periods, did not receive
4 accurate wage statements, and were not paid all wages owed upon separation of employment. As far
5 as I am aware, I have no conflicts with any of the other hourly, non-exempt employees. I understand
6 that as the proposed class representative, I am responsible for representing the interests of all members
7 of the class in litigation to recover money damages for the Class and I consider the interests of the Class
8 and put the interests of the Class before my own interests.

9 11. I understand that my attorneys will request that the Court award me Service Award of
10 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Award is not
11 contingent upon me supporting the proposed Settlement.

12 I have reviewed this written statement and fully understand all of its contents. I declare under
13 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

14 Executed on Dec 21, 2021 at Piru, California.

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Oscar Gerardo (Dec 21, 2021 13:32 PST)

17 OSCAR GERARDO
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