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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ALMA BARRIGA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DUCOMMUN INCORPORATED, a Delaware
corporation; DUCOMMUN
AEROSTRUCTURES, INC., A Delaware
corporation; and DOES 1 through 100,

Defendants.

Case Nos. CIVSB 2028738

*[Assigned for all purposes to the Hon. David
S. Cohn, Dept. S26]*

**DECLARATION OF ALMA BARRIGA
IN SUPPORT OF APPROVAL OF CLASS
ACTION SETTLEMENT**

Action Filed: December 16, 2020
Trial Date: None set

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I, ALMA BARRIGA, declare as follows:

1. I am an individual over the age of 18 and am the named plaintiff in this matter against Ducommun Incorporated and Ducommun Aerostructures, Inc. (together, “Ducommun” or “Defendants”). 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 I could testify competently to them if called upon to do so.

2. I am a former employee of Ducommun. I was employed by Ducommun as a non-exempt Senior Scriber from approximately August 2007 until approximately June 2020. During my employment with Ducommun, I was subject to the wage and hour policies that are the subject of this lawsuit.

3. I believe that while I worked at Ducommun, Ducommun did not pay me and other employees all of our overtime wages owed, because Ducommun did not incorporate all of the bonuses and shift differentials that we earned into the “regular rate of pay” when calculating overtime wages. In addition, I did not always receive 30-minute meal periods, because we had to be back at our work stations by the time the second meal period bell rang, and I also often did not receive second meal periods when I worked more than 10 hours. Furthermore, I believe that I did not always receive all of the 10-minute rest periods I was entitled to.

4. As a result of these violations, it is my understanding that I was not paid all wages owed at the time of my separation from employment from Ducommun, and that I did not receive accurate wage statements while working for Ducommun.

5. When this lawsuit was filed, I understood that this lawsuit could benefit former and current Ducommun employees by helping to recover their unpaid wages, meal period premium wages, rest period premiums, and other penalties. I knew there was a risk that I could be liable for Ducommun's costs if we lost the case. I accepted this risk because I wanted Ducommun to pay its current and former employees properly. Even though I understood that filing a lawsuit is a public record, I accepted that burden in order to help former, current, and future Ducommun employees.

6. I have been actively involved in this case since I first met with Mr. Haines in December 2020. I have had many phone conversations with my attorneys throughout this case to discuss Ducommun's wage and hour policies and practices, and to discuss case strategy. I also gathered and reviewed documents for use in the lawsuit and reviewed relevant documents with my attorneys. I estimate that I have spent approximately 15-20 hours on this case from the time I first spoke with Mr. Haines in December 2020 until the present.

7. I also understand that as part of the Settlement, I have agreed to a general release of claims against Ducommun, which is broader than the release of claims agreed to by other Settlement Class members.

8. I understand that my attorneys will request that the Court approve an enhancement award of \$7,500 for my efforts on behalf of the Settlement Class. I believe this amount is reasonable based on the amount of time and effort I have devoted to this case, the time that has transpired since this case was filed, as well as my general release of claims and the risks I have undertaken as a class representative, as described above. My support for the Settlement is not contingent on my receiving this incentive award.

I declare under penalty of perjury under the laws of the state of California and the United States that the foregoing is true and correct. Executed on June 28, 2022 at Jurupa Valley, California.

Alma Barriga
Alma Barriga (Jun 28, 2022 12:26 PDT)

Alma Barriga