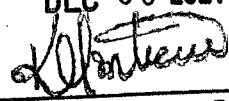


FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 06 2021

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

RAKESH RAY, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

C&W FACILITY SERVICES, INC.,
Massachusetts corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2101321

[Assigned for all purposes to the Hon. David Cohn,
Department S-26]

**DECLARATION OF RAKESH RAY IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 29, 2021

Time: 10:00 A.M.

Dept.: S-26

Complaint Filed: January 28, 2021

FAC Filed: April 22, 2021

SAC Filed: October 1, 2021

DECLARATION OF RAKESH RAY

I, Rakesh Ray, declare as follows:

1. I am an individual over the age of 18. I am the named plaintiff in the above-reference 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 Defendant C&W Facility Services, Inc. ("Defendant") as a non-exempt, hourly employee from about August 31, 2020, to about December 17, 2020. During my employment, the wage statements I received from Defendant did not accurately identify the inclusive dates of the pay period and the legal name and address of my employer. In addition, upon my separation of employment from the company, I did not receive all wages owed to me in a timely manner.

3. I understand that this action was brought on behalf of all other employees in the State of California, and that I am acting as a representative for the Class. As the Class Representative, I understand that it is my responsibility to act in the best interests of the Class and not my own. I agree that I will not put my own interests ahead of that of the Class, and that I will not settle out my class and PAGA claims as alleged in the Complaint separately or independently from the Class. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the Class that would impair or affect my ability to serve as representative for the Class.

4. I have and continue to be willing to assist in the investigation of this matter, including meeting and discussing the case with my attorneys, providing any necessary information and documents, making myself available for trial or any further proceedings in this matter as required to represent the interests of the Class. I also understand my duties and responsibilities to the proposed Class and will carry out those duties as necessary.

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

6. I am proud of the result and accomplishment of this lawsuit. I feel that it is a

positive accomplishment and understand that other people will benefit because of the actions that I have taken. I believe that the class settlement is fair, adequate, and reasonable.

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

Executed on this 25th day of November, 2021, at Eastvale, California.

DocuSigned by:

Rakesh Ray

DocuSigned by: Rakesh Ray