

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
ANDRÉS PAYAN

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
ANDRÉS PAYAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANDRES PAYAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AIRCRAFT COMPONENT REPAIR, INC. a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 21STCV04846

*[Assigned for all purposes to the Hon. David S.
Cunningham, Dept. SSC-11]*

**DECLARATION OF PLAINTIFF ANDRES
PAYAN IN SUPPORT OF MOTION FOR
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 10, 2022
Time: 11:00 a.m.
Dept.: SSC-11

FAC filed: June 23, 2021
Complaint filed: February 5, 2021

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I, ANDRES PAYAN, 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 Aircraft Component Repair, Inc. (hereinafter referred to as “ACR” or “Defendant”) as an hourly, non-exempt employee from November 1990 through on or about August 27, 2020. I worked at ACR’s facility located in Santa Clarita, California as a Machine Operator. Also, during my employment with ACR, I, along with the other hourly, non-exempt employees, were required to follow ACR’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with ACR, I was not paid for all my time worked. Specifically, ACR 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. Additionally, I was paid production bonuses but upon information and belief, ACR did not include such bonuses when calculating my regular rate for purposes of overtime.

4. I also do not believe I received all meal and rest breaks to which I was entitled. Specifically, ACR used a bell to signify the start and stop of a meal period and required its employees to be at their work stations ready to resume work by the time the bell signifying the end of the meal period rang, which resulted in systematically 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. Specifically, I was not authorized and permitted to take a third rest break when I worked shifts over 10.0 hours. 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 and I do not believe I was paid all of my wages owed at the time of my separation of employment with ACR.

1 6. I have worked closely with my lawyers on this case. I answered all of their questions
2 about my employment and made myself available to speak and meet with my lawyers whenever I was
3 needed, including the entire day of the mediation on October 26, 2021 and throughout the settlement
4 process.

5 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
6 my former co-workers and current employees of ACR by helping them recover money owed to them.
7 As the named Plaintiff, I knew that I would be taking on certain risks that the other employees would
8 not have to take on. For example, I knew that there was a risk that I could be liable for ACR's costs if
9 we lost the case. I was also scared that it would be difficult for me to get a similar job in the future
10 because other companies might not want to hire me if they knew I had filed a lawsuit against my former
11 employer. Even though I understood that joining a lawsuit is a public record and could stigmatize me
12 and may affect my future employability, I accepted that burden for the benefit of other employees of
13 ACR because I wanted ACR to pay its current and former employees for all unpaid wages according to
14 the law and face consequences for not doing so.

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

27 9. As part of the proposed Settlement, I have also agreed to a full general release of claims
28 related to my employment with ACR that extends beyond the release of claims applicable to members

1 of the Class as defined in the Settlement. I understand that this includes all claims, whether known or
2 unknown, under federal, state, or local law against ACR.

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

13 11. I understand that my attorneys will request that the Court award me Service Award of
14 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Award is not
15 contingent upon me supporting the proposed Settlement.

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

18 Executed on January 13, 2022 at Goodyear, AZ.

19
20 
Andres Payan (Jan 13, 2022 13:39 MST)

21 ANDRES PAYAN
22
23
24
25
26
27
28