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

LUIS MONTANEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

MEI RIGGING & CRATING, LLC, a
Texas Limited Liability Company;
DUNKEL BROS. MACHINERY
MOVING INC., a California Corporation;
and DOES 1 through 100,

Defendants.

CASE NO. 21STCV04062

*[Case assigned for all purposes to the Hon.
Carolyn B. Kuhl; Dept. 12]*

**DECLARATION OF LUIS MONTANEZ IN
SUPPORT OF APPROVAL OF CLASS
ACTION SETTLEMENT**

Action Filed: February 2, 2021
Trial Date: None Set

DECLARATION OF LUIS MONTANEZ

I, Luis Montanez, 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 worked for MEI Rigging & Crating, LLC (“MEI”) and Alondra MM Holdings, Inc. (“Alondra”) (collectively “Defendants”) from approximately August 1999 to November 4, 2021. During my employment, I worked as a warehouse supervisor and rigger and was subject to Defendants’ general wage and hour policies and practices.

3. Some of my warehouse duties included managing shipment and receipt of products, materials and supplies, loading and unloading trucks, truck maintenance including washing and fueling trucks, and rigging and maintaining equipment on various job sites and in the La Mirada warehouse. My other duties included moving machinery to jobsites in Los Angeles, Riverside, San Diego and San Pedro. I regularly worked over 10 hours a day throughout my employment.

4. Although I was regularly not provided with 30-minute meal periods, Defendants still deducted that time from my daily hours. This is true even though I could not clock in and out on the fingerprint scanner when I was away from the warehouse. I was also not paid for time spent working washing, fueling, or checking my truck for maintenance issues after my shift.

5. When I was able to take a meal period, it was usually later in my shift, interrupted, or cut short due to work demands. Additionally, Defendants did not allow me to take a second meal period or third rest period when I worked a shift over 10 hours.

6. As a result of these issues, I do not believe I was paid all the wages I am owed and I believe the wage statements Defendants issued me were inaccurate during my employment.

7. I have worked closely with my lawyers on this case. I answered all of their questions about my employment with Defendants. I also made myself available whenever I was needed, including the entire day of the mediation.

1 8. At the time of filing this lawsuit, I understood that this lawsuit had the chance to
2 benefit my former co-workers and current employees of Defendants by helping them recover their
3 unpaid wages as well as meal and rest period premiums and penalties. I knew that there was a
4 risk that I could be liable for Defendants' costs if we lost the case. I accepted this risk because I
5 wanted Defendants to compensate their employees for all unpaid wages and premiums. Even
6 though I understood that joining a lawsuit is a public record, I accepted that burden for the benefit
7 of other employees of Defendants.

8 9. I also understood that joining a lawsuit against an employer could stigmatize me
9 and may affect my future employability, I accepted that burden for the benefit of other employees
10 of Defendants because I wanted Defendants to pay their current and former employees according
11 to the law and face consequences for not doing so. If I had not sought legal representation to
12 enforce California's labor laws, I do not believe my former co-workers and current employees of
13 Defendants and California's Labor and Workforce Development Agency ("LWDA"), which I
14 understand will receive a portion of the proposed settlement, would receive any of the settlement
15 funds. Without counsel and the assistance of myself, I do not believe we would have gotten the
16 proposed settlement which will benefit the other employees.

17 10. I have been actively involved in this case since joining this lawsuit. Among other
18 things, I gathered various employment related documents for use in the lawsuit, including without
19 limitation wage statements issued to me during my employment. Without revealing and/or
20 waiving attorney-client privileged communications, I also communicated with my attorneys on
21 numerous occasions. In connection with the settlement in this case, I spent time discussing and
22 review the settlement agreement with my attorneys to make sure I understood everything before
23 I signed it.

24 11. I believed I represented the Settlement Class members and the LWDA to the best
25 of my ability and put the interests of the Settlement Class ahead of my own. As such, I believe
26 my claims are typical of the members of the Settlement Class. I believe that I have spent
27 approximately 15 to 20 hours in total on activities related to this case.

12. I am not involved in any other wage and hour lawsuits. Therefore, based on the above, and as far as I am aware, I have no conflicts with any of the other Settlement Class members.

13. I am not financial involved or otherwise affiliated with the proposed settlement administrator, Simpluris.

I have reviewed this written statement and fully understand all of its contents. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 3/11/2022 at 2:11 pm.

Luis Montanez

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