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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

LUIS CRUZ, individually, and on behalf of all
others similarly situated; JAMES
CARAMAZZA, individually, and on behalf of
all others similarly situated; MICHAEL LEON,
individually, and on behalf of all others similarly
situated

Plaintiffs,

v.

GREYSTAR MANAGEMENT SERVICES, LP,
a Delaware limited partnership; GREYSTAR
REAL ESTATE PARTNERS, LLC, a Delaware
limited liability company; SUNRISE
RIVERSIDE, LLC, a Delaware limited liability
company, BRADLEY JOHNSON, an individual;
and DOES 1 through 100, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

06/22/2022 at 05:12:00 PM

Clerk of the Superior Court
By Regina Chanez, Deputy Clerk

CASE NO.: 37-2020-00009672-CU-OE-CTL

[Assigned to the Hon. Carolyn Caiette in Dept.
C-70]

PAGA REPRESENTATIVE ACTION

**DECLARATION OF LUIS CRUZ IN
SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF
REPRESENTATIVE ACTION
SETTLEMENT**

HEARING INFORMATION

DATE: July 15, 2022
TIME: 10:30 a.m.
DEPT: C-70

Action Filed: May 26, 2020
Trial Date: None Set

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DECLARATION OF LUIS CRUZ

I, Luis Cruz, declare as follows:

1. I am an adult resident of the State of California, and, if called as a witness in this matter, I would testify truthfully as to the matters described in this Declaration. All of the matters described in this Declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to those matters, I believe them to be true.

2. I make this Declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this Declaration. Before signing this Declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I am a former employee of Defendants Greystar Management Services, LP, ("Greystar Management"), Greystar Real Estate Partners, LLC ("Greystar Real Estate"), Sunrise Riverside, LLC ("Sunrise"), and Bradley Johnson ("Johnson", and collectively, "Defendants"). I worked for Defendants as a maintenance worker from approximately December 2014 through approximately November of 2020 as an hourly-paid, non-exempt employee. Throughout the duration of my employment, I was subject to all of Defendants' policies and practices that have been alleged as unlawful in the Representative Action Complaint ("Complaint") and Private Attorneys General Act ("PAGA") Notice sent to Defendants and the Labor & Workforce Development Agency ("LWDA").

4. I have actively participated in litigating this action. Prior to commencing this case, I provided Wilshire Law Firm with a detailed account of the facts related to my employment with Defendants, including, but not limited to, Defendants' policy and practice of failing to pay for all hours worked (including minimum, straight time, reporting time, and overtime wages), failing to properly calculate overtime pay, failing to provide meal and rest periods, failing to provide paid sick leave at the proper rate and notice of accrued paid sick leave, failing to maintain accurate records of hours worked and meal periods, failing to pay all wages at termination, failing to indemnify for employment-related losses or expenditures, failing to provide employment records, failing to provide accurate itemized wage statements and failing to provide lawful, written

1 commission agreements. Additionally, I provided my counsel with documentation in the form of
2 annotated wage statements and timekeeping records in support of the claims brought against
3 Defendants. These documents, along with the details I shared regarding my employment, assisted
4 my attorneys in understanding Defendants' illegal policies and practices. I also regularly
5 communicated with my attorneys and staff members of Wilshire Law firm via both telephone and
6 text message.

7 5. My attorneys explained to me the risks and benefits of bringing forward a
8 representative action under PAGA. I understood the risks, both professionally and financially,
9 associated with pursuing a PAGA representative action and acting as the PAGA Representative
10 for all aggrieved employees. I further understood that pursuing this case as a representative action
11 under PAGA – rather than individually – meant that case resolution would take substantially longer
12 as a result of the approval process as mandated by California Courts. While I was made aware that
13 it was possible that I would receive nothing at the end, I believed that pursuing this representative
14 action under PAGA was important to ensure that Defendants followed the law with respect to all
15 of its hourly-paid, non-exempt employees. Further, I understood that it was my responsibility to
16 act in the best interests of all aggrieved employees rather than just myself. In that respect, I
17 understood my duties and responsibilities were to all aggrieved employees and therefore carried
18 out and will continue to carry out those duties as necessary.

19 6. Throughout the course of this litigation, I maintained constant communication with
20 my attorneys and discussed pertinent matters relevant to this lawsuit. I asked questions when I
21 wanted to know what was being done to advance the interests of the aggrieved employees or simply
22 wanted an update regarding this case. I understood that a potential recovery would not only be to
23 my benefit but would benefit my fellow coworkers as well. At all times, I made myself available
24 to answer any questions that my attorneys had about my employment.

25 7. This was especially true leading up to and during the mediation that took place on
26 July 7, 2021. In preparation for mediation, I had extensive conversations with my attorneys
27 regarding the nuanced issues that we were going to advance and discuss during the negotiating
28 process with the mediator. During mediation, I was available to speak with my attorneys, answer

1 any questions that arose, and further provide any additional documentation that was necessary to
2 assist in settlement discussions. Prior to resolution of this matter, my attorneys walked me through
3 the individual provisions of the Settlement Agreement and answered all of the questions I had.

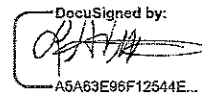
4 8. I estimate that I spent approximately 35 hours searching for and collecting
5 documents related to my employment, speaking with my attorneys throughout this litigation,
6 helping my attorneys prepare for mediation, discussing the particulars and reasonableness of the
7 settlement, and lastly reviewing/signing documents related to this settlement.

8 9. I have reviewed the Settlement Agreement in full and discussed all of the terms with
9 my attorneys. My attorneys answered all of the questions I had regarding the Settlement
10 Agreement. I believe the settlement terms and allocations are fair, adequate, and reasonable given
11 the strength of the PAGA representative claims and Defendants' defenses.

12 10. I am aware of the attorney fee sharing agreement in this matter of 70% to Bibiyan
13 Law Group, P.C., 25% to Wilshire Law Firm, and 5% to Lavi and Ebrahimian, LLP. I approve the
14 amounts and allocations of this fee sharing agreement.

15 I declare under penalty of perjury, under the laws of the State of California and the United
16 States of America, that the foregoing is true and correct.

17 Executed on June 6/6/2022, 2022, at San Pedro, California.

18  DocuSigned by:
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