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MAGDALENA CRUZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MAGDALENA CRUZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SPS TECHNOLOGIES, LLC dba AIR
INDUSTRIES COMPANY, a Pennsylvania
limited liability company; PRECISION
CASTPARTS CORP.; an Oregon corporation;
AIR INDUSTRIES CORPORATION, a
California corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2021-01202173-CU-OE-CJC

*[Assigned for all purposes to the Hon. Lon F.
Hurwitz, Dept. CX103]*

**DECLARATION OF PLAINTIFF
MAGDALENA CRUZ IN SUPPORT OF
MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 27, 2023

Time: 1:30 p.m.

Dept.: CX103

[Complaint Filed: May 21, 2021]

[Trial Date None Set]

1 **DECLARATION OF MAGDALENA CRUZ**

2 I, MAGDALENA CRUZ, declare as follows:

3 1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration
4 is submitted in support of approval of the proposed class action settlement ("Settlement") reached in this
5 case. I have personal knowledge of the facts stated in this declaration and could testify competently to
6 them if called upon to do so.

7 2. I was employed by Defendant SPS Technologies, LLC dba Air Industries Company
8 (hereinafter referred to as "SPS" or "Defendant") as an hourly, non-exempt employee from about 1997
9 through about July 31, 2020. I worked at SPS's facility located in Garden Grove, California as an
10 Operator. Also, during my employment with SPS, I, along with the other hourly, non-exempt employees,
11 were required to follow SPS's wage and hour policies and practices.

12 3. I am informed and believe, and on that basis state, that throughout my employment with
13 SPS, I was not paid for all my time worked. Specifically, SPS required to me to clock in and start working
14 five (5) minutes before my scheduled start time and remain working about five (5) minutes after my
15 scheduled end time but did not pay for this time. As such, I do not believe I was compensated for all
16 required minimum and overtime wages owed. Additionally, I was paid bonuses but upon information and
17 belief, SPS did not include such bonuses when calculating my regular rate for purposes of overtime. It is
18 also my understanding that SPS did not use my weighted average of overtime pay when I was paid
19 different pay rates in a workweek.

20 4. I also do not believe I received all meal and rest breaks to which I was entitled.
21 Specifically, SPS did not provide me with a second meal period when I worked over 10 hours in a shift.
22 Additionally, I believe I was not authorized and permitted to take all my legally required rest breaks.
23 Specifically, I was not authorized and permitted to take a third rest break when I worked shifts over 10.0
24 hours. Despite all of this, I was not paid meal period or rest period premiums.

25 5. Because of all of the above issues at work, I do not believe I received accurate, itemized
26 wage statements and I do not believe I was paid all of my wages owed at the time of my separation of
27 employment with SPS.
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1 6. I have worked closely with my lawyers on this case. I answered all of their questions about
2 my employment and made myself available to speak and meet with my lawyers whenever I was needed,
3 including the entire day of the mediation on February 9, 2022 and throughout the settlement process.

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

14 8. I have been actively involved in this case since joining this lawsuit. Without revealing
15 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
16 numerous occasions. I estimate that I have spent approximately 10 hours meeting with my lawyers
17 concerning the case and my responsibilities as a class representative, which included, among other things,
18 gathering various employment and non-employment related documents for use in the lawsuit, reviewing
19 documents with my lawyers and answering their questions, answering follow up questions and providing
20 guidance regarding meal breaks, rest breaks, bonuses, clocking in and clocking out, pay stubs, and other
21 policies and procedures that SPS required me and the hourly employees to follow.

22 9. In connection with the settlement in this case, I spent about 1 to 2 hours reviewing the
23 settlement agreement and discussing it with my attorneys. I made sure to ask my lawyers any questions I
24 had about the terms of the settlement agreement because I wanted to understand everything before I signed
25 it.

26 10. As part of the proposed Settlement, I have also agreed to a full general release of claims
27 related to my employment with SPS that extends beyond the release of claims applicable to members of
28 the Class as defined in the Settlement.

1 11. I believe my claims are typical of the members of the Class because they were required to
2 follow the same policies and procedures I was required to follow when I worked for SPS. I believe SPS's
3 policies and procedures were the same for all hourly employees in California. Since the same policies
4 and procedures applies to myself and the other hourly, non-exempt employees, I believe they were not
5 paid for all wages earned, did not receive all meal and rest periods, did not receive accurate wage
6 statements, and were not paid all wages owed upon separation of employment.

7 12. As far as I am aware, I have no conflicts with any of the other former or current hourly,
8 non-exempt employees. I understand that as the proposed class representative, I am responsible for
9 representing the interests of all members of the class in litigation to recover money damages for the Class
10 and I consider the interests of the Class and put the interests of the Class before my own interests.

11 13. I am not involved in any other lawsuits nor have I been a named plaintiff in any other class
12 and/or representative PAGA cases.

13 14. 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. Executed
18 on 04-21, 2022 at Lynwood, CA.

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