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Attorneys for Plaintiff MAYRA CORTES

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

MAYRA CORTES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

WETMORE TOOL AND ENGINEERING
COMPANY, a Delaware corporation; and DOES
1 through 100, inclusive,

Defendants.

Case No. CIVDS2016160

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

**DECLARATION OF PLAINTIFF MAYRA
CORTES IN SUPPORT OF MOTION FOR
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 20, 2021
Time: 10:00 a.m.
Dept.: S-26

Concurrently filed with:

- ❖ *Notice of Motion and Motion for Final Approval of Class Action Settlement, Class Representative's Service Award, and Attorneys' Fees and Costs; MPA in Support Thereof*
- ❖ *Declaration of Elizabeth Nguyen*
- ❖ *Declaration of Scott M. Lidman*
- ❖ *Declaration of Milan Moore*
- ❖ *Declaration of Paul K. Haines*
- ❖ *Declaration of Elizabeth Kruckenberg*
- ❖ *Proposed Order Granting Plaintiff's Motion for Final Approval*
- ❖ *Proposed Final Judgment*

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I, MAYRA CORTES, 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 Wetmore Tool and Engineering Company (“Wetmore” or “Defendant”) as an hourly, non-exempt employee and performed work for Wetmore between approximately March 2018 and approximately January 5, 2019. I worked at Wetmore’s facility located in Chino, California as a machine operator. During my employment with Wetmore, I, along with the other hourly employees, were required to follow Wetmore’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Wetmore, I was not paid for all my time worked. Specifically, Wetmore would keep track of my time worked and would unlawfully round/shave my work time. Wetmore's time-shaving and/or rounding practice was not even-handed over time and would almost always exclusively round and shave in Wetmore's favor such that I would not be fully paid for all time worked. As such, I do not believe I was compensated for all required minimum and overtime wages owed.

4. I do not believe I received all meal and rest breaks to which I was entitled. Specifically, as a result of the work assigned to me by Wetmore and its failure to maintain any policies and practices of accurately recording meal breaks, I do not believe I was provided with all my legally required meal breaks. I believe that Wetmore automatically deducted thirty minutes from my work time each shift for a meal break regardless of whether I took a meal break or not. Additionally, although I often worked more than 10.0 hours in a shift, Wetmore did not provide me with a second meal break. Also, due to the work assigned to me by Wetmore, I believe I was not authorized and permitted to take all my legally required rest breaks. Specifically, Wetmore's timekeeping policies did not allow me to take a 2nd rest period when I worked more than 6.0 hours in a shift, nor a 3rd rest break when I worked 10.0 hours in a shift. Despite all of this, I was not paid meal period or rest period premiums.

1 5. Because of all of the above issues at work, I do not believe I received accurate, itemized
2 wage statements. I also do not believe I was paid all my wages upon my separation of employment
3 with Wetmore.

4 6. I have worked closely with my lawyers on this case. I answered all of their questions
5 about my employment and participated in the mediation on March 1, 2021.

6 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
7 my former co-workers and current employees of Wetmore by helping them recover money owed to
8 them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees
9 would not have to take on, especially being a current employee of Wetmore at the time of the filing of
10 this lawsuit. As a current employee, it is riskier to speak up against management and the company. I
11 was very nervous because I knew there would be a risk that Wetmore would not like that I brought these
12 allegations against it and that Wetmore, my supervisors, and other employees of Wetmore would treat
13 me differently after they had learned that I filed this lawsuit. I was also afraid that Wetmore would not
14 allow me to return to work because I filed a lawsuit against it. I also knew that there was a risk that I
15 could be liable for Wetmore's costs if we lost the case. I accepted all of these risks because I wanted
16 Wetmore to pay its current and former employees for all unpaid wages according to the law and face
17 consequences for not doing so.

18 8. Also, I was scared that it would be difficult for me to get a similar job in the future
19 because other companies might not want to hire me if they knew I had filed a lawsuit against an
20 employer. Even though I understood that joining a lawsuit is a public record and could stigmatize me
21 and may affect my future employability in this industry or any other industry as companies would view
22 me as a "problem" employee and not want to interview me and/or hire me, I accepted that burden for
23 the benefit of other employees of Wetmore.

24 9. I have been actively involved in this case since joining this lawsuit. Among other things,
25 I gathered various employment and non-employment related documents for use in the lawsuit. Without
26 revealing and/or waiving attorney-client privileged communications, I have communicated with my
27 attorneys on numerous occasions. In connection with the settlement in this case, I spent time reviewing
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1 the settlement agreement and discussing it with my attorneys. I wanted to understand everything before
2 I signed it. I estimate that I have spent approximately 10 – 15 hours on activities related to this case.

3 10. As part of the proposed Settlement, I have agreed to separate my employment with
4 Wetmore and agreed to a full general release of claims related to my employment with Wetmore that
5 extends beyond the release of claims applicable to members of the Settlement Class. I understand that
6 this includes all claims, whether known or unknown, under federal, state, or local law against Wetmore.

7 11. I believe my claims are typical of the members of the Settlement Class because they
8 were required to follow the same policies and procedures I was required to follow when I worked at
9 Wetmore. I believe Wetmore's policies and procedures were the same for all hourly employees in
10 California. Since the same policies and procedures applies to myself and the other Settlement Class
11 members, I believe they were not paid for all wages earned, did not receive all meal and rest periods,
12 and did not receive all final wages due. As far as I am aware, I have no conflicts with any of the other
13 Settlement Class members. I understand that as the proposed class representative, I am responsible for
14 representing the interests of all members of the class in litigation to recover money damages for the
15 Settlement Class and I consider the interests of the Settlement Class and put the interests of the
16 Settlement Class before my own interests.

17 12. I understand that my attorneys will request that the Court award me a Service Award of
18 \$10,000.00 for my service and efforts on the case, of which \$5,000 is designated as payment for agreeing
19 to separate my employment with Wetmore. This proposed \$10,000.00 Service Award is not contingent
20 upon me supporting the proposed Settlement.

21 I have reviewed this written statement and fully understand all of its contents. I declare under
22 penalty of perjury under the laws of the State of California that the foregoing is true and correct.
23 Executed on April 1, 2021 at Pomona, California.

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mayra cortes (Apr 1, 2021 16:33 PDT)

26 MAYRA CORTES
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