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Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RICARDO RODRIGUEZ-ALVAREZ, as
an individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

NORTHWEST CONFECTIONS
CALIFORNIA, LLC, a California limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 34-2021-00300622-CU-OE-GDS

**DECLARATION OF RICARDO RODRIGUEZ-
ALVAREZ IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: January 4, 2023

Time: 9:00 a.m.

Dept.: 54

Reservation No.: 2690543

Complaint Filed: May 12, 2021

FAC Filed: June 11, 2021

Trial Date: None

1 **DECLARATION OF RICARDO RODRIGUEZ-ALVAREZ**

2 I, Ricardo Rodriguez-Alvarez, declare as follows:

3 1. I am an individual over the age of 18 years old and am a resident of California. I
4 am the named Plaintiff in this matter. I have personal knowledge of the facts set forth below and
5 if called to testify I could and would do so competently.

6 2. I worked for Defendant Northwest Confections California, LLC (“Defendant”) as
7 a packager in Defendant’s warehouse, from about November 29, 2020, until on or about April
8 13, 2021. During my employment with Defendant, I was a non-exempt, hourly employee.

9 3. During my employment with Defendant, I was required to undergo daily COVID-
10 19 screening procedures before entering the work premises and starting my shift. The screening
11 procedures included a temperature check and answering a COVID-19 health questionnaire. I was
12 not paid minimum, regular, or overtime wages for the time spent undergoing the screening.

13 4. Since I did not receive all wages owed during each pay period, the corresponding
14 wage statements I received displayed inaccurate gross and net wages earned, number of
15 minimum and/or overtime hours worked, and total hours worked.

16 5. I did not receive all wages owed to me upon separation of employment. In
17 addition to the wages owed to the COVID-19 screening procedures, Defendant did not pay me
18 all accrued vacation wages upon separation of employment.

19 6. I understand that this action was brought on behalf of all other employees in the
20 State of California, and that I am acting as a representative for the Class. As the Class
21 Representative, I understand that it is my responsibility to act in the best interests of the Class
22 and not my own. I agree that I will not put my own interests ahead of that of the Class, and that I
23 will not settle out my class claims in this lawsuit separately or independently from the Class.
24 Moreover, I am not aware of any conflicts that exist between my interests and the interests of the
25 Class that would impair or affect my ability to serve as representative for the Class.

26 7. I have and continue to be willing to assist in the investigation of this matter,
27 including meeting, conferring, and discussing the case with my attorneys, providing any
28 necessary information and documents, and making myself available for trial or any further

proceedings in this matter as required to represent the interests of the Class. I also understand my duties and responsibilities to the proposed Class and will carry out those duties as necessary.

8. I have discussed the case with my attorneys on a number of occasions, provided information and documents to my attorneys to help with the prosecution of the case, and reviewed documents in the case, including the Settlement Agreement.

9. I have discussed the terms of the Settlement Agreement with my attorneys, and based on the information provided, I believe the Settlement to be fair, adequate, and reasonable for myself and for the entire Class.

10. I also executed a general waiver of any and all claims, including a waiver of California Civil Code § 1542, which I understand was not required of other Class Members.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 6 day of December 2022, at Sacramento, California.



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Ricardo Rodriguez-Alvarez