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on behalf of the general public as private attorney general
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN DIEGO**

12 GABRIEL DELGADO, on behalf of the
13 general public as private attorney general,,
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14 Plaintiffs,

15 v.

16 BAKER COMMODITIES INC., a California
17 Corporation, and DOES 1-50, inclusive,
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18 Defendants.
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Case No. 37-2021-00018865-CU-OE-CTL
Assigned for all Purposes to:
Hon. Carolyn Caietti
Dept. C-70

**DECLARATION OF GABRIEL
DELGADO IN SUPPORT OF
PLAINTIFF'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

Date: April 22, 2022
Time: 10:30 a.m.
Dept.: C-70

DECLARATION OF GABRIEL DELGADO

I, Gabriel Delgado, declare as follows:

1. I am over the age of eighteen. I submit this Declaration in support of the concurrently filed Motion for Approval of the PAGA Settlement. The following is based upon my personal knowledge, and if called as a witness, I could and would competently testify regarding the statements in this Declaration.

2. I am currently a resident of Chula Vista, California. I worked for Defendants during the PAGA period through my separation in October 2020 as a non-exempt employee with the job title of Route Driver.

3. Prior to filing this lawsuit, I searched for an attorney and found James Hawkins, APLC. I never knew James Hawkins, APLC before my consultation with them. After my consultation, I asked them to represent me in a representative action on behalf of myself and all other similarly situated non-exempt aggrieved employees of Defendants.

4. I knew the actions complained of in the complaint not only happened to me, but happened to the other employees of Defendants that I worked with. I wanted to help the other non-exempt workers vindicate their rights so I decided to bring the lawsuit on or about April 28, 2021.

5. I believe my situation is similar and has been similar to all other non-exempt hourly paid employees like me who worked for Defendants during the time of July 2, 2020 through December 31, 2021. The operative Second Amended Complaint which I brought against Defendant alleges a single claim under PAGA for Defendant's failure to pay wages including overtime under California labor laws, failure to provide lawful meal periods, failure to provide lawful rest periods, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to accurately record and pay sick leave, payment of wages in a non-labor code compliant instrument, and unreimbursed expenses.

6. I believe that my interests have been and continue to be in alignment with Defendant's non-exempt employees, and I am willing to continue to pursue and prosecute this PAGA action against Defendants in this litigation. I believe I do not have any interests which are

1 against the interests of the Aggrieved Employees, and I will continue to do what is best for all the
2 Aggrieved Employees rather than myself, as I have done from the beginning of this case. My
3 relationship with James Hawkins, APLC is purely an attorney client relationship and there are no
4 other business, familial or social relationships between my attorney and myself. In addition, I do
5 not have any relationship with Defendants other than being a former employer of Defendants.
6 For these reasons, there is no conflict of interest between myself, my attorney, between
7 Defendants, and myself or between the Aggrieved Employees and myself.

8 7. As the PAGA Representative in this case, I participated in every aspect of the
9 litigation and have been apprised of its progress. I estimate that I have spent time of at least 40
10 hours working on this case. I have spent numerous hours consulting with my attorneys, providing
11 documents to my attorneys, working with my attorneys to review documents received, helping
12 my attorneys in preparing for the mediations, and being available to discuss the case whenever
13 my attorneys called. I was consulted about the status of the case and provided constant feedback
14 about the case from my attorneys including the mediation, settlement negotiations and eventual
15 settlement

16 8. I believe I have maintained the best interests of the Aggrieved Employees while
17 performing my duties, and I have invested a lot of time and effort in performing my duties on
18 behalf of the Aggrieved Employees.

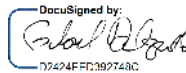
19 9. After reviewing the settlement agreement and speaking with my counsel about it,
20 I agreed to sign it on behalf of myself and all the other Aggrieved Employees. I signed the
21 settlement because I believe the Settlement obtained in this case on behalf of the Aggrieved
22 Employees is very fair, sufficient, and reasonable in view of the facts I know and have been made
23 aware of, and due to the risk of going through further litigation. I believe the average payouts for
24 the Aggrieved Employees are very reasonable considering all the facts and evidence and risks
25 moving the case forward to trial.

26 10. I have not received and understand I will not receive any consideration or promises
27 that are different from any of the other Aggrieved Employees will receive under the Settlement
28 other than the \$10,000 for my individual claims and general release of such claims which none of

1 the other aggrieved employees are giving up. I also understand that the Aggrieved Employees are
2 limited to all non-exempt employees who worked at Defendants in California from approximately
3 July 2, 2020 through December 31, 2021. I also understand and believe the settlement to be fair
4 and a fair allocation formula and believe it fairly accounts for the individual PAGA settlement
5 payments based on the strengths and weaknesses of the PAGA claim over the settlement period.

6 11. I voluntarily assumed these real and large risks and the case would not have been
7 brought without me.

8 I declare under penalty of perjury under the law of the United States and of the State of
9 California that the foregoing is true and correct. Executed on March 25, 2022 at Chula Vista,
10 California.

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12  _____
13 The signature is a handwritten-style digital signature in blue ink, enclosed in a blue rectangular box. Above the signature, the text "DocuSigned by:" is visible. Below the signature, a long horizontal line extends to the right.

14 Gabriel Delgado
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