

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
HAIG HOGDANIAN (SBN 334699)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiffs Amar Khatib, Kathy Thai, Michele Thorne, and Anthony Diaz

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MAHO LAZO, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

PROTERRA OPERATING COMPANY,
INC., a corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 21STCV30663

Assigned for All Purposes to:
Honorable Yvette M. Palazuelos
Department 9

CLASS ACTION

**DECLARATION OF ANTHONY DIAZ RE
ADEQUACY IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Notice of Motion and Motion for Preliminary
Approval; Declaration of Proposed Class
Counsel (Douglas Han); Declarations of
Proposed Class Representatives (Maho Lazo,
Stephanie Bitetti, Amar Khatib, Kathy Thai,
and Michele Thorne); Declaration of Julie
Green; Declaration of Joan Graff; and
[Proposed] Order filed concurrently herewith]

Hearing Date: October 5, 2023
Hearing Time: 10:00 a.m.
Hearing Place: Department 9

Complaint Filed: August 19, 2021
FAC Filed: March 22, 2023
Trial Date: None Set

JUSTIN F. MARQUEZ (SBN 262417)
BENJAMIN H. HABER (SBN 315664)
ARRASH T. FATTAHI (SBN 333676)

WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs Maho Lazo and Stephanie Bitetti

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I, **ANTHONY DIAZ**, hereby declare as follows:

1. I am over eighteen (18) years old and am a resident of California. I make this declaration based on my personal knowledge. If called to testify, I could and would testify to the facts contained herein.

2. I am a former employee of Defendants. I worked for Defendants during the relevant time period as an hourly-paid, non-exempt employee.

3. During my employment, I worked one (1) or more shifts over three and one-half (3.5) hours in length.

4. During my employment, I worked one (1) or more shifts between six to ten (6-10) hours in length.

5. During my employment, I worked one (1) or more shifts up to and exceeding twelve (12) hours in length.

6. During my employment, I was paid on an hourly basis and classified as a non-exempt employee.

7. During my employment, Defendants' improper, uniform practices frequently prevented me from taking compliant breaks. Yet, Defendants did not have a policy or practice of paying me premium wages for noncompliant breaks.

8. During my employment, Defendants did not compensate me for all hours worked despite pressuring me into working additional hours off-the-clock.

9. During my employment, Defendants expected me to incur various business-related expenses but failed to reimburse me for these expenses.

10. I know I am one of the proposed class representatives for this lawsuit and that I have the following duties as the class representative:

- a. Represent the interests of all members of the Class;
- b. Always consider the interests of the Class just as I would consider my own interests and put the interests of the Class before my own interests;

- c. Serve as the fiduciary of the Class, meaning I cannot “sell out” the Class for my own personal gain;
- d. Always actively participate in the lawsuit by, amongst other things, searching for documents, keeping in contact with my attorneys, and answering their questions and inquiries as needed – which I believe I have done so far; and
- e. Follow the progress of the lawsuit and provide all relevant facts to my attorneys.

11. I have spent a significant amount of time on this matter performing my duties as the class representative. Among other things, I have met with my attorneys concerning the case and performed my responsibilities as the class representative. My responsibilities included: (a) gathering my employment documents (*i.e.*, personnel records) to give my attorneys an idea of Defendants’ policies, practices, and procedures; (b) reviewing documents with my attorneys and answering all their questions and inquiries; (c) providing the names and contact information of putative class members for my attorneys to locate and interview to corroborate the allegations; (d) speaking with other current and former employees of Defendants to strengthen my claims; (e) providing guidance regarding other employees’ duties and responsibilities; (f) discussing my employment experience and work environment; (g) looking over the written notices sent to the California Labor and Workforce Development Agency and Defendants; (h) reviewing the operative complaint and Settlement Agreement (and exhibit); (i) helping my attorneys develop a strategy to obtain additional documents; and (j) preparing for and making myself available participate in mediation and provide my input. I also routinely checked in with my attorneys and their staff to ensure they had my most current information and any additional material I obtained from speaking to current and former employees of Defendants.

12. I have made myself accessible to meet and speak with my attorneys whenever they needed me. I have responded to my attorneys’ questions and inquiries as quickly as I could and supplied them with as much information as I could gather. I have dedicated a fair amount of my time to discussing the case with my attorneys and sending them relevant information. As far as the settlement itself is concerned, I made myself available to review and approve the

1 Settlement Agreement (and exhibit). In short, I have expended a considerable amount of time
2 and resources to help with this matter.

3 13. During my employment, Defendants' improper, uniform practices often forced
4 me to forgo taking compliant breaks. Firstly, because Defendants were understaffed, supervisors
5 would instruct me to work through my breaks to keep things running while other employees
6 were on break. By extension, Defendants' prioritization of production also pressured me into
7 skipping my breaks to wait for the machines to stop running, to perform maintenance, and to
8 wait for production to finish. Furthermore, even though I worked the requisite hours, Defendants
9 sparingly, if ever, permitted me to take additional breaks. Secondly, even when I was given
10 opportunities to take my breaks, they were usually interrupted by supervisors asking me work-
11 related questions (*i.e.*, issues that arose on the production line, fixing machines that went down).
12 Thirdly, Defendants prioritizing continuous production meant I had no choice but to postpone
13 taking my breaks to keep production running, otherwise it would cause delays down the line.
14 Finally, despite these violations, Defendants did not have a policy or practice of paying me
15 premium wages for noncompliant breaks.

16 14. During my employment, I was also not paid for all hours worked. Whenever I
17 attempted to clock in at the beginning of the day, there was usually a line of employees trying to
18 use the timeclock at the same time. As a result, I was forced to arrive at work earlier than my
19 scheduled shift to compensate for this waiting period and avoid appearing tardy. Next, I was
20 required to wear personal protective equipment ("PPE") pursuant to the performance of my
21 duties. Yet, Defendants expected me to don and doff my PPE before clocking in and after
22 clocking out to make sure I used all my time on-the-clock to help keep production running.
23 Finally, even after I had clocked out for the day, I was still expected to continue answering work-
24 related questions from supervisors and maintenance people nearly every day.

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1 15. During my employment, Defendants required me to purchase steel-toed boots and
2 use my personal cell phone for work-related purposes. The purchasing of steel-toed boots,
3 including replacements, was to ensure I properly performed my duties while the use of my
4 personal cell phone was to communicate with supervisors and maintenance people. Yet,
5 Defendants did not consistently reimburse me for these expenses or usage.

6 16. Finally, following my employment, Defendants still did not pay me all the wages
7 I was owed, including minimum wages, overtime wages, and premium wages. In other words,
8 Defendants have not paid me all wages owed during and after my employment.

9 17. I believe my interests in this litigation are aligned with the interests of the Class,
10 and I do not have any actual or potential conflicts of interest with the Class. Consequently, I
11 believe I am an adequate class representative for this matter.

12 18. I do not have any actual or potential conflicts of interest with the Administrator.

13 19. I am not aware of any other pending matter or action asserting claims that will be
14 extinguished or adversely affected by the Settlement Agreement.

15 20. I believe I have done everything my attorneys have asked of me, and I have tried
16 to represent Class Members to the best of my abilities. I understand as part of the Settlement
17 Agreement, I had to provide a general release of all my known or unknown claims against
18 Defendants that other Class Members were not required to provide. This included expressly
19 waiving and relinquishing the provisions, rights, and benefits, if any, of section 1542 of the Civil
20 Code. In addition, I understand I could face the risk of being passed over for employment
21 opportunities in the future when compared to other candidates who have not been a part of class
22 action and representative lawsuits against their employers. In other words, I have exchanged my
23 personal gain for the benefit of Class Members.

24 21. I am not related to anyone associated with Justice Law Corporation and Wilshire
25 Law Firm, have not entered into any undisclosed agreements, and have not been promised or
26 received any undisclosed compensation in this case.

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22. I understand the Class Representative Service Payment of \$7,500 I am seeking for my work and efforts, for undertaking the risk of having a judgment for attorneys' fees and costs entered against me, and for my general release of claims is not guaranteed in the sum sought and is subject to Court approval.

I declare under penalty of perjury under the laws of California the foregoing is true and correct to the best of my knowledge. Executed on 05/17/2023 in San Leandro, California.



Anthony Diaz