

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile (213) 488-6554

POLARIS LAW GROUP
William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile (831) 634-0333

Attorneys for Plaintiff

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

CHRIS ALVARADO, as an individual and
on behalf of all others similarly situated, and
as a private attorney general,

Plaintiff,

vs.

MISSION BAY MANAGEMENT, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2021-00035853-CU-OE-CTL

[Assigned for all purposes to the Honorable
Eddie C. Sturgeon, Dept. C-67]

**DECLARATION OF CHRIS ALVARADO IN
SUPPORT OF PLAINTIFF'S UNOPPOSED
EX PARTE APPLICATION RE: PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT APPROVAL**

Date: September 21, 2021

Time: 8:30 a.m.

Dept.: C-67

Complaint Filed: August 20, 2021

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

09/17/2021 at 09:28:00 AM
Clerk of the Superior Court
By Kristin Sorianosos, Deputy Clerk

DECLARATION OF CHRIS ALVARADO

I, Chris Alvarado, declare as follows:

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

2. This declaration is submitted in support of Plaintiff's Unopposed *Ex Parte* Application RE: Private Attorneys General Act Settlement Approval and for my Service Award of \$10,000.00.

3. I was hired by Defendant Mission Bay Management, LLC (the "Company" or "Defendant") in about June of 2020, as a non-exempt employee. I work as a safety officer until about April of 2021.

4. Throughout my employment, I was paid on an hourly basis and was paid every two weeks, but was not paid my wages earned during biweekly pay periods until more than seven days after the end of the pay periods.

5. Throughout the pendency of this lawsuit, I have assisted my attorneys. This included meeting and conferring with my attorneys on numerous occasions, providing my attorneys with documents and information, reviewing the pleadings and documents in this case, and reviewing the terms of the Settlement Agreement.

6. I understand that the claims alleged in this action were brought as a representative of the State of California to remedy violations against other aggrieved employees. As a representative, I understand that it is my responsibility to act for the State and others' best interests and not my own. I agree that I will not put my own interests ahead of that of the State or aggrieved employees. Moreover, I am not aware of any conflicts that exist between my interest and the interests of the State or aggrieved employees that would impair or affect my ability to serve as representative.

7. I am aware in cases like mine, that there is the risk that if I do not win my case, then I could be liable for the fees and costs of Defendant. I accepted that risk in this case, which I understood could be substantial.

