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Attorneys for Plaintiff

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

OSMAN VENTURA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

KAY & JAMES, INC., a California
corporation, dba J & S MACHINE WORKS;
and DOES 1 through 100,

Defendants.

Case No. 19STCV25743

*[Assigned for all purposes to the
Hon. Stuart M. Rice, Dept. SSC-1]*

**DECLARATION OF PLAINTIFF OSMAN
VENTURA IN SUPPORT OF APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: January 9, 2023
Time: 10:30 a.m.
Dept.: SSC-1

Action Filed: July 24, 2019
Trial Date: None Set

[illegible]

I, OSMAN VENTURA, declare as follows:

1. I am an individual over the age of 18 and am 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 worked for Defendant Kay & James, Inc., dba J&S Machine Works (“Kay & James”), as a non-exempt employee from approximately June 2007 until approximately April 11, 2018. During my employment with Kay & James, I was subject to Kay & James’ wage and hour policies/practices that are at issue in this case. While working for Kay & James, it is my understanding that Kay & James would round my hours worked such that I was paid in 30-minute increments. I believe this caused me to be underpaid for the hours I worked. Additionally, Kay & James often did not pay me any overtime on days where I worked over eight hours in a workday.

3. Also, during my employment with Kay & James, I often was not able to take a meal break until after the end of my fifth hour of work. Kay & James also failed to provide me with a second meal break or allow me to take a third rest break on shifts where I worked over 10 hours. I do not believe that Kay & James always paid me a meal or rest break premium when I did not receive my meal breaks or rest breaks. Because of these violations, I believe I did not receive all of the wages I was owed when my employment ended with Kay & James, and that Kay & James issued inaccurate wage statements.

4. I retained Haines Law Group, APC to represent me in my wage claims against Kay & James. Even before this lawsuit was filed, I worked closely with my lawyers on this case. I answered all of their questions regarding my work experiences and made myself available at all times. Prior to filing this lawsuit, my attorneys explained my role and responsibilities as a Class Representative, and I understand my responsibilities as a Class Representative. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my former co-workers and Kay & James' current employees by helping them recover their unpaid wages and penalties.

1 I knew that there was a risk that I could be liable for Kay & James' costs if we lost the case. I
2 accepted this risk because I wanted Kay & James to compensate their current and former
3 employees for all unpaid wages and penalties. Even though I understood that filing a lawsuit is a
4 public record, I accepted that burden for the benefit of other employees of Kay & James. As far
5 as I am aware, I have no actual or potential conflicts with any of the other Settlement Class
6 members.

7 5. I have been actively involved in this case since its inception. Among other things,
8 I gathered various employment and non-employment related documents for use in the lawsuit,
9 responded to formal written discovery and produced responsive documents, reviewed and
10 analyzed documents related to the claims in this case and the policies produced by Kay & James,
11 and discussed case strategy and Kay & James' wage and hour practices and policies with my
12 attorneys on numerous occasions. I estimate that I have spent approximately 30-35 hours in total
13 on these activities in order to move this case forward.

14 6. As part of the proposed Settlement, I have also agreed to a full release of claims
15 related to my employment with Kay & James that extends beyond the release of claims applicable
16 to the Settlement Class members.

17 7. I understand that my attorneys will request that the Court award me a Class
18 Representative Enhancement Payment of \$7,500.00 for my service and efforts in the case. This
19 proposed \$7,500.00 Class Representative Enhancement Payment is not contingent upon me
20 supporting the proposed Settlement. I understand that I will not accept any compensation from
21 this case other than what is ordered by the Court.

22 8. I do not have any personal or financial interest, relationship, or involvement with
23 the proposed *cy pres* recipient, CASA, Court Appointed Special Advocates for Children.

24 I have reviewed this written statement and fully understand all of its contents. I declare
25 under penalty of perjury under the laws of the State of California that the foregoing is true and
26 correct. Executed on December ¹², 2022, at Osman Ventura, California.

27 Osman Ventura
Osman Ventura (Dec 12, 2022 16:08 PST)
28 Osman Ventura