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

ISAAC REYES, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

PLATINUM SECURITY, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV35313

Honorable William F. Highberger
Department 10

**DECLARATION OF ISAAC REYES IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (CAL. LABOR CODE § 2698,
ET SEQ.) SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND COSTS,
GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION COSTS**

Date: February 18, 2025
Time: 2:00 p.m.
Department: 10

Complaint Filed: September 24, 2021
Trial Date: None Set

DECLARATION OF ISAAC REYES

I, **Isaac Reyes**, hereby declare as follows:

1. I am over 18 years of age and a resident of California. I am the named plaintiff in the above-captioned case. I have personal knowledge of the facts and statements set forth in this declaration, and if called upon to testify, I could and would competently testify thereto.

2. I was employed by Platinum Security, Inc. ("Defendant") from approximately January 2019 to approximately February 2020 as a non-exempt, hourly-paid employee. I decided to seek legal advice about my work experiences with Defendant and about pursuing my grievances. I contacted Lawyers *for* Justice, PC and spoke with attorneys there. I wanted to do whatever I could to make sure Defendant was held accountable for its practice of not properly compensating its employees for all hours worked and non-compliant meal and rest breaks. I consulted with the attorneys and staff at Lawyers *for* Justice, PC discussing my situation, representative actions under the Private Attorneys General Act ("PAGA") in general, and what it meant to be a named plaintiff and a PAGA representative. Prior to commencing the case, I was informed of and came to understand what my duties and responsibilities would be as a plaintiff and a PAGA representative.

3. Throughout the matter, I have spent time speaking with my attorneys regarding the case and fulfilling my responsibilities as a PAGA representative, which included gathering documents concerning my employment with Defendant reviewing documents with my attorneys, providing information regarding the duties of hourly-paid and non-exempt employees, and helping develop a strategy as to what documents and information to obtain from Defendant. I routinely checked in with my attorneys and their staff to make sure that they had all of my most current information and any additional information that I had obtained.

4. As the case progressed, I was available to answer any questions my attorneys had and was available to speak and meet with my attorneys whenever they needed me. I responded to them as quickly as possible and gave them as much information and identified as many documents as I could. I spent time speaking with my attorneys about the matter, identifying potential witnesses, providing my attorneys with documents and information concerning the case, and also describing policies, practices, and procedures of Defendant.

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5. As far as the settlement is concerned, I was available to review documents and answer any questions my attorneys had. I reviewed the Settlement Agreement and discussed the questions I had regarding the potential settlement with my attorneys before signing the settlement papers.

6. I believe that I have done everything that my attorneys have asked of me and have tried, to the best of my ability, to seek relief for the aggrieved employees and the State of California. I think my efforts helped to get the result obtained in this case.

7. I think my efforts helped to get the result obtained in this matter, and as a PAGA representative, I respectfully request that the Court award me a General Release Fee in the amount of \$10,000.00, to be paid out of the Total Settlement Amount for my efforts in pursuing and participating in this matter and for my broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement). Taking into consideration the time that I have dedicated to this matter and my broader individual waiver and release of claims, I believe that this amount is reasonable.

8. I am not related to anyone associated with Lawyers *for* Justice, PC.

9. I have not entered into any undisclosed agreements, nor have I received any undisclosed compensation in this case. The only compensation I will receive is whatever amount the Court awards as a general release fee, as well as my share of the settlement as an aggrieved employee.

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

11/26/2024

Executed this day of November 2024, at Santa Monica, California.

Electronically Signed _____ 2024-11-26 21:16:16 UTC - 172.58.211.4



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Isaac Reyes