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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

ANTONIO JESUS JARAMILLO DE LA CRUZ,
as an individual and on behalf of all others
similarly situated, and as a private attorney
general,

Plaintiff,

vs.

WEIDNER PROPERTY MANAGEMENT, LLC,
a Washington limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2021-00308697

[Assigned for all purposes to Department 22,
Hon. Lauri A. Damrell]

**DECLARATION OF ANTONIO JESUS
JARAMILLO DE LA CRUZ IN SUPPORT
OF PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 16, 2024
Time: 9:00 a.m.
Department: 22

Complaint Filed: September 22, 2021
FAC Filed: February 28, 2022

1 I, Antonio Jesus Jaramillo de la Cruz, declare as follows:

2 1. I am an individual over the age of 18. I am the named plaintiff in the above-reference
3 action. I have personal knowledge of the facts set forth below, except as to those matters stated on
4 information and belief and, as to those matters, I believe them to be true. If called as a witness, I could
5 testify competently as to the matters stated in this declaration.

6 2. I began working for Weidner Property Management, LLC around November 2020 as a
7 maintenance technician. I was paid on an hourly basis as a non-exempt employee and also received non-
8 hourly remuneration, including bonuses and rent discount incentives. I worked in California for Weidner
9 for 30 or more days within a year and regularly worked more than 3.5, 5, 6, and 8 hours in a workday. I
10 was not permitted to take duty-free 10-minute rest periods, was not provided duty-free 30-minute meal
11 periods, and was not paid an additional hour of regular rate wages for missed rest periods and meal
12 periods. I am informed and believe that I also was not paid overtime at a rate of at least 1.5 times my
13 regular rate of pay. Because of underpayments, I was not paid timely during employment, and I was not
14 fully paid at the end of my employment around July 2021. I also was regularly required to use my
15 personal cell phone for work-related purposes, including to perform daily COVID health screenings
16 before work, but was not reimbursed for cell phone related expenses. I also was not provided with
17 accurate itemized wage statements.

18 3. During the pendency of this lawsuit, I have done my best to represent the interests of the
19 employees that are part of the class. I have actively contributed to the litigation of this case. My
20 contributions include but are not limited to (i) participating in numerous telephonic meetings with my
21 attorneys and their staff to discuss the case and review documents prepared on my behalf, (ii) providing
22 my attorneys with information and documents regarding my employment with Defendant, (iii) searching
23 for additional information and documents requested by my attorneys, (iv) reviewing and approving the
24 written notice to the Labor and Workforce Development Agency and the complaint and other papers
25 filed with the court, (v) reviewing documents and information provided to my attorneys by Defendant,
26 (vi) participating in settlement discussions, (vii) reviewing and executing the settlement agreement, and
27 (viii) reviewing and signing the declarations submitted to this Court in support of the settlement. During
28

1 the more than 28 months that this lawsuit has been pending, I have easily spent at least 1.5 hours per
2 month, on average—or more than 40.0 hours total—in progressing the litigation on behalf of the Class.

3 4. I understand that the class claims alleged in this action were brought on behalf of other
4 similarly situated employees, and thus I am acting as a representative for the Class. I understood that an
5 individual case would have resolved much faster than a class action and involved much less financial
6 risk than a class action.

7 5. Throughout the lawsuit, I have been kept apprised of the status of this case. As the class
8 representative, I understand that it is my responsibility to act in the Class's best interest and not my own.
9 I agree that I will not put my own interests ahead of that of the Class. Moreover, I am not aware of any
10 conflicts that exist between my interest and the interests of the Class that would impair or affect my
11 ability to serve as representative for the Class.

12 6. I have and continue to be willing to assist in the investigation of this matter as well as
13 make myself available for trial or any further proceeding in this matter as required to represent the
14 interests of the Class. I also understand my duties and responsibilities to the proposed class and will
15 carry out those duties as necessary.

16 7. I have discussed the terms of the settlement agreement with my attorneys, and based on
17 my understanding of the case, I am of the opinion that settlement for the consideration and on the terms
18 set forth in the settlement agreement are fair, reasonable, and adequate, and in the best interests of the
19 Class.

20 8. I understood that filing this lawsuit is a public record and I accepted that burden. This
21 lawsuit is something that potential employers can look into, and which may cause a negative impact of
22 my employment prospects. I also understood that there were risks due to my involvement as a named
23 plaintiff in a representative lawsuit against a large employer. For instance, if I lost, I might have to face a
24 judgment for some of Defendant's legal costs. Even understanding all these risks, I was willing to move
25 forward and bring this case on behalf of the other employees.

9. As part of the settlement, I agreed to sign a general release of claims. This general release included a waiver of any rights I have under Civil Code section 1542. I understand the proposed settlement does not require similar releases of any other employees.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 22nd day of January 2024, at Sacramento, California.

Antonio Jesus Jaramillo De la Cruz

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Antonio Jesus Jaramillo de la Cruz