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Attorneys for Plaintiffs
HENRY PEREZ, JR., and
HENRY JOHNNY PEREZ III

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

HENRY PEREZ, JR., HENRY JOHNNY PEREZ III, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

MONRO, INC., an unknown business entity;
MONRO HOLDINGS, LLC, an unknown business entity; MNRO HOLDINGS, LLC, a Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV09582

Assigned for all purposes to: Hon. Elihu M. Berle, Dept. 6

**DECLARATION OF HENRY PEREZ III
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: March 4, 2024
Time: 9:00 a.m.
Dept.: 6

Complaint filed: March 11, 2021
Trial: None Set

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1. I am over 18 years of age and a resident of California. I am one of the Class and PAGA Representatives in the action entitled *Perez, et al. v. Monro, Inc., et al.*, Los Angeles County Superior Court, Case No. Case No. 21STCV09582. I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

3. In or about February 2021, I decided to seek legal advice about my experiences working for Defendants and about pursuing my grievances against them. I contacted Class Counsel and spoke with their attorneys. Afterwards, I investigated complex wage-and-hour actions and actions pursuant to the Private Attorneys General Act of 2004 (“PAGA”) on my own and then reached out to Class Counsel again to discuss my situation, and what it meant to be a named plaintiff and representative. I wanted to take steps to make sure that Defendants were held accountable for not compensating their hourly employees for all time worked and failing to comply with California’s wage and hour laws.

5. As part of becoming a Class and PAGA Representative, I understood that I had a responsibility to the Class, Aggrieved Employees, and State of California.

6. My duties were explained to me by my attorneys. I understood that in representing the interests of other employees, I must consider their interest above my own interests in the Action. I am not aware of any interests that I have had that are contrary to the interests of the proposed Class Members, and that even if I were able to successfully recover any penalties from the PAGA claims, most of these penalties would be paid to the State. I also do not know of any

1 conflict of interests that would keep me from adequately representing the Class or the Aggrieved
2 Employees.

3 7. I was also aware that becoming a Class and PAGA Representative could involve
4 additional work including searching for documents, my deposition being taken, and that I might
5 have to take time off to participate in the Action. I still agreed to serve as the Class and PAGA
6 Representative in order to help others recover these wages and penalties.

7 8. After agreeing to serve as a Representative, I spoke with my attorneys extensively.
8 Since my case was filed, I have spent considerable time meeting with my attorneys regarding the
9 Action and fulfilling my responsibilities as a Representative which included searching for
10 documents I might have related to the Action, reviewing documents with my attorneys, discussing
11 issues regarding Defendants' policies, practices, and procedures, and providing guidance
12 regarding the duties of other non-exempt employees and generally my employment with
13 Defendants. I also helped my attorneys develop a strategy as to what documents and information
14 to obtain from Defendants. I routinely checked in with my attorneys and their staff to make sure
15 they had all of my most current information and any additional information that I had obtained.

16 9. I wanted to do whatever I could to make sure Defendants paid me and other
17 employees what I believe was owed to us for all the hours we worked and for what I believe were
18 non-compliant meal and rest breaks. I believed that the Action could help not only myself but
19 others who I believe had similar difficulties working for Defendants.

20 10. As the Action moved forward, I provided substantial information regarding
21 Defendants' policies, practices, and procedures. I had several additional phone calls with my
22 attorneys throughout the Action and attempted to respond promptly whenever Counsel contacted
23 me or needed additional information. I spoke with my attorneys for many hours, including
24 extensively before the global mediation and attempted to provide any help I could on the Action.
25 I proactively monitored the status of the Action and reached out to my Counsel regarding ongoing
26 developments.

27 11. When the Action settled, I reviewed the Settlement Agreement and discussed its
28 terms with my attorneys. When I had additional questions about the Settlement, I contacted my

1 attorneys and reviewed the provisions of the Settlement Agreement where I was unclear. I kept
2 in contact with my attorneys throughout the settlement process and will continue to actively
3 participate in the Action and monitor the Action until it is finalized.

4 12. I believe I took on a substantial risk in agreeing to serve as the Class and PAGA
5 Representative despite being made aware that there was no certainty regarding the outcome of
6 the Action or how long it would take to recover the wages owed to myself and the other Class
7 Members and Aggrieved Employees.

8 13. Although I was concerned and afraid about being the representative in a public
9 lawsuit, I decided to put my own interests aside and bring a lawsuit that would be beneficial not
10 just for myself, but for all employees. I have not yet suffered any adverse consequences as a result
11 of this lawsuit, but neither have I received any benefit for representing the Class, the Aggrieved
12 Employees, or for the help I provided my attorneys.

13 14. I have not entered into any undisclosed settlement agreements, nor have I received
14 any undisclosed compensation in the Action. The only compensation I will receive is whatever
15 amount the Court awards as a Class Representative Service Payment, as well as my share of the
16 settlement fund as a Class Member.

17 15. Furthermore, as part of the Settlement, I have agreed to a much broader individual
18 release than the more limited release made by other Class Members.

19 16. I believe that I have done everything that my attorneys have asked of me and have
20 tried to the best of my ability to represent the Class Members, State of California, and Aggrieved
21 Employees. I think my efforts helped to get the results obtained in the Action, and as the Class
22 and PAGA Representative, I respectfully request that the Court award me a Service Payment in
23 the amount of \$7,500.00 for my active participation in the Action. Taking into consideration the
24 time I have dedicated to the litigation, the risks I took in order to recover on behalf of not just
25 myself but others, and the general release I have entered on my own behalf, I believe that this
26 amount is reasonable.

27 17. I am not related to anyone associated with Lawyers *for* Justice, PC or Protection
28 Law Group, LLP. I have been explained and understand that both Lawyers *for* Justice, PC and

1 Protection Law Group, LLP are my counsel of record. My attorneys explained to me their
2 proposed division attorneys' fees, and I have given written approval for their fee splitting
3 agreement.

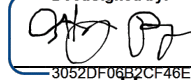
4 18. As part of the Settlement, I understand that the Parties selected ILYM Group, Inc.
5 ("ILYM") as the neutral third-party Settlement Administrator to provide notice to the Class
6 Members and to distribute the Settlement pursuant to its terms. I have no actual or potential
7 conflicts of interests with ILYM.

8 19. I understand that the Parties selected the non-profit organization, Legal Services
9 for Children, as the cy pres recipient. I have no actual or potential conflicts of interest with Legal
10 Services for Children.

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

13 Executed on 5/22/2023 _____.

14 DocuSigned by:

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16 Henry Johnny Perez III