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

MARCOS SEGURA and MIGUEL SEGURA,
 individually, and on behalf of all others similarly
 situated,

Plaintiffs,

vs.

E.B. STONE & SON, INC., a California
 corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: FCS056951

**DECLARATION OF PLAINTIFF
 MIGUEL SEGURA IN SUPPORT OF
 FINAL APPROVAL**

*[Filed with Plaintiffs' Notice of Motion and
 Motion for Final Approval, Declaration of
 Kane Moon, Declaration of Marcos Segura,
 Declaration of Mayra Gonzalez, and
 [Proposed] Order, and [Proposed] Judgment]*

FINAL APPROVAL HEARING

Date: November 1, 2024
 Time: 9:00 a.m.
 Department: 22

Action Filed: August 10, 2021
 Trial Date: Not Set

DECLARATION OF MIGUEL SEGURA

I, MIGUEL SEGURA, declare as follows:

1. I am the named Plaintiff in this case.

2. I am a former employee of the named Defendant, E.B. Stone & Son, Inc. As such, I have personal knowledge of, or believe and am informed of, the facts stated herein. If called as a witness, I could and would testify competently to the following:

BACKGROUND OF EMPLOYMENT

3. I worked for Defendant from approximately December 2019 to March 2021, as a forklift driver.

4. Throughout my employment with Defendant, I typically worked six days per workweek and about 60 hours each workweek, and I was paid on an hourly basis.

5. During my employment with Defendant, I realized its wage and hour practices placed employees, including me, at a disadvantage. For instance, I believe I was not paid for all the hours I worked, including the time I spent cleaning after I clocked out. Also, due to the nature of my work, I regularly experienced problems with receiving full and uninterrupted 10-minute rest breaks and 30-minute meal breaks, and I do not recall ever signing a meal period waiver or receiving premium wages for non-code-compliant breaks. Also, I did not receive reimbursement for necessary business expenses, including expenses incurred for the use of my personal cellphone for business purposes.

COMMONALITY AND PREDOMINANCE

6. Throughout my employment with Defendant, I realized the wage and hour practices that affected me also affected all hourly employees. For instance, I believe the practice of not paying for all hours worked was common among all Defendant's employees. I also believe other employees experienced problems with receiving full and uninterrupted 30-minute meal breaks and 10-minute rest breaks, receiving premium wages, or receiving reimbursements for necessary business expenses they incurred. Other employees who worked at the same location that I worked, but during different shifts and on different days, also could not take uninterrupted meal periods and rest breaks.

7. As a result of the Defendant failing to compensate for all time worked and failing to provide legally compliant meal periods and rest breaks, other employees and I were subjected to these illegal wage

and hour practices.

TYPICALITY AND ADEQUACY

8. I was employed by Defendant in California in an hourly paid, non-exempt position during the alleged Class Period.

9. I brought this class action on behalf of myself and all other employees who are or were at some point classified as non-exempt during the alleged Class Period.

10. I believe the violations alleged in this case impacted not only me but the entire Class.

11. I believe that I have no conflicts of interest with any Class Member.

12. Before initiating this action, Class Counsel advised me that, if I were to become Class Representative, I would have significant responsibilities to both the Class and the Court. I understood and continue to understand that my responsibilities include responding truthfully, completely and promptly to any information requests made by my attorneys; making myself available for any meetings, proceedings or other court hearings at which I am needed; and, above all, placing the interests of the Class above my own.

13. I brought this class action in full recognition and acceptance of my responsibilities as Class Representative, and I continue to appreciate the importance of my responsibilities as the settlement process progresses.

REASONABLENESS OF SERVICE PAYMENT

14. Throughout and prior to initiating this case, I engaged in lengthy conversations with my attorneys about all aspects of the case; identified relevant witnesses and provided several documents to my attorneys, including policy documents and records I had received from Defendant during my employment; promptly responded to all of my attorneys' inquiries about my employment with Defendant; met with my attorneys on multiple occasions; spoke with other employees regarding their treatment by Defendant; requested regular case updates from my attorneys; asked my attorneys questions so that I understood how everything worked; discussed the mediation and proposed settlement terms with my attorneys; and reviewed and signed the proposed Settlement.

15. I understand the Joint Stipulation for Settlement of Class and PAGA Representative Action provides a Service Payment to me in the amount of \$7,500.00. I believe this amount is fair compensation

for initiating and helping to prosecute this case, for my effort and approximately thirty-five hours of work on this case, and for the risks I undertook with respect to agreeing to be one of the named Plaintiffs in this case, including the negative impact this role may have on my future employability. Furthermore, I agreed to release any and all claims against the Defendant, for whom I worked many years, and who I believe treated me unjustly.

16. I am glad that I had the opportunity to represent the Class in this lawsuit and that I was able to recover money through a settlement for the Class.

17. I believe the Settlement is fair, adequate and reasonable, and for this reason, I would recommend that the Court approve it.

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

10/8/2024

Executed this _____, at Woodland, California.

DocuSigned by:

Miguel Segura

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Miguel Segura