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Attorneys for Plaintiff and the Class

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

AMY OROZCO, as an individual and on
 behalf of all others similarly situated,

Plaintiff,

vs.

BETTS COMPANY, a California
 corporation; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: 34-2021-00309846

(Assigned to the Hon. Lauri A. Damrell, Dept. 28)

**DECLARATION OF AMY OROZCO IN
 SUPPORT OF PLAINTIFF'S MOTION FOR
 PRELIMINARY APPROVAL OF CLASS
 ACTION SETTLEMENT**

Date: May 5, 2023

Time: 9:00 a.m.

Dept.: 28

Reservation No.: 2713039

Complaint Filed: October 15, 2021

FAC Filed: December 27, 2021

SAC Filed: March 9, 2022

Trial Date: Not Set

DECLARATION OF AMY OROZCO

I, Amy Orozco, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I worked for Defendant Betts Company ("Defendant") as an Administrative Assistant from about July 2019, until on or about September 13, 2021. During my employment with Defendant, I was a non-exempt employee, and was paid hourly.

3. During my employment with Defendant, I was underpaid meal and rest period premiums and sick pay wages. Specifically, I was regularly paid non-discretionary wages, such as "Opt-Out" wages, that were not factored into the regular rate of pay when paying meal and rest period premiums and sick pay wages. The underpaid wages were not paid to me at the time owed or upon separation of employment.

4. As a result of the underpayment of meal and rest period premiums and sick pay wages, the wage statements I received did not identify the correct rates of pay and gross and net wages earned. In addition, the wage statements also failed to identify the rate of pay and applicable hours worked whenever "Opt-Out OT" wages were paid.

5. I understand that this action was brought on behalf of all other employees in the State of California, and that I am acting as a representative for the Class. As the Class Representative, I understand that it is my responsibility to act in the best interests of the Class and not my own. I agree that I will not put my own interests ahead of that of the Class, and that I will not settle out my class claims in this lawsuit separately or independently from the Class. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the Class that would impair or affect my ability to serve as representative for the Class.

6. I have and continue to be willing to assist in the investigation of this matter, including meeting, conferring, and discussing the case with my attorneys, providing any necessary information and documents, and making myself available for trial or any further proceedings in this matter as required to represent the interests of the Class. I also understand my

1 duties and responsibilities to the proposed Class and will carry out those duties as necessary.

2 7. I have discussed the case with my attorneys on a number of occasions, provided
3 information and documents to my attorneys to help with the prosecution of the case, and
4 reviewed documents in the case, including the Settlement Agreement.

5 8. I have discussed the terms of the Settlement Agreement with my attorneys, and
6 based on the information provided, I believe the Settlement to be fair, adequate, and reasonable
7 for myself and for the entire Class.

8 9. I also executed a general waiver of any and all claims, including a waiver of
9 California Civil Code § 1542, which I understand was not required of other Class Members.

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

12 Executed on this ¹⁰ day of April 2023, at Sacramento, California.

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Amy Orozco