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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 FINAL APPROVAL OF CLASS
 ACTION SETTLEMENT**

Date: October 27, 2023

Time: 9:00 a.m.

Dept.: 28

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. During the pendency of this lawsuit, I was required to provide assistance to my attorneys, including discussing the case with them on numerous occasions and providing them with documents and information. I have spent a significant amount of time in connection with the assistance/prosecution of the claims in this lawsuit. I estimate that I spent approximately 40 hours in connection with the assistance/prosecution of the claims in this lawsuit. This includes engaging in numerous telephonic discussions with my counsel regarding the case, searching for and providing various documents relating to my claims, including my pay records, reviewing various files and pleadings in this case, including my PAGA letter, the complaints, the Settlement Agreement, and my declarations. Throughout this case, I have continuously been kept apprised of the status of this case.

6. I understand that this action was brought on behalf of other similarly situated

employees, 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. 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.

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

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

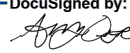
9. I understand that I could have been liable for Defendant's legal costs had Defendant prevailed. I also understand that this lawsuit was filed in the public court records, which may affect my ability to obtain future employment.

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

11. I am aware of and have agreed to the split of attorneys' fees between Diversity Law Group and Webber Law Group. Diversity Law Group is to receive two-thirds of the fees and Webber Law Group the remaining third.

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

Executed on this 27 day of September 2023, at Sacramento, California.

DocuSigned by:

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Amy Orozco