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Attorneys for Plaintiff
ENEDINA SANCHEZ DE SEGURA

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

ENEDINA SANCHEZ DE SEGURA, as an
individual and on behalf of all others similarly
situated,

Plaintiff,
vs.

KELCOURT PLASTICS, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendant.

Case No. 30-2021-01219806-CU-OE-CXC

*[Assigned for all purposes to the Hon. Randall J.
Sherman, Dept. CX105]*

**DECLARATION OF PLAINTIFF
ENEDINA SANCHEZ DE SEGURA IN
SUPPORT OF MOTION FOR APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: August 4, 2023
Time: 10:00 a.m.
Dept.: CX105

Reservation No.: 74015581

[Complaint Filed: September 3, 2021]
[FAC Filed: November 19, 2021]

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I, ENEDINA SANCHEZ DE SEGURA declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendant Kelcourt Plastics, Inc. (hereinafter referred to as “Kelcourt” or “Defendant”) as an hourly, non-exempt employee from approximately 2016 through approximately March 2021, at which time I began a medical leave of absence. I worked as a Packer and was responsible for inspecting and preparing items for shipment. Also, during my employment with Kelcourt, I, along with the other hourly, non-exempt employees, were required to follow Kelcourt’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Kelcourt, I was not paid for all my time worked. Specifically, it is my understanding that Kelcourt failed to include all of forms of pay, including shift pay and meal period premiums in my regular rate for overtime purposes. As such, I do not believe I was properly compensated for all my overtime wages.

4. I also do not believe I received all meal and rest breaks to which I was entitled. Specifically, as a result of the Kelcourt's meal and rest period policy that required me to remain on the work premises during my breaks, I did not receive duty free breaks . Despite all of this, I was not paid meal period or rest period premiums.

5. Because of all of the above issues at work, I do not believe I received accurate, itemized wage statements nor was I paid all of my wages owed at the time of my separation of employment with Kelcourt.

6. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available to speak and meet with my lawyers whenever I was needed, including the entire day of the mediation on December 6, 2022 and throughout the settlement process.

1 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
2 my former co-workers and current employees of Kelcourt by helping them recover money owed to
3 them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees
4 would not have to take on. For example, I knew that there was a risk that I could be responsible for
5 Kelcourt's costs if we lost the case. Even though I understood that joining a lawsuit is a public record
6 and could stigmatize me and may affect my future employability, I accepted that burden for the benefit
7 of other employees of Kelcourt because I wanted Kelcourt to pay its current and former employees for
8 all unpaid wages according to the law and face consequences for not doing so.

9 8. I have been actively involved in this case since joining this lawsuit. Without revealing
10 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
11 numerous occasions. I estimate that I have spent approximately 15-20 hours meeting with my lawyers
12 concerning the case and my responsibilities as a class representative, which included, among other
13 things, gathering various employment and non-employment related documents for use in the lawsuit,
14 reviewing documents with my lawyers and answering their questions, answering follow up questions
15 and providing guidance regarding Kelcourt's timekeeping, break schedules, and other policies and
16 procedures that Kelcourt required me and the hourly employees to follow, and reviewing the settlement
17 documents. Additionally, I had to respond to formal written discovery.

18 9. I also made sure to ask my lawyers any questions I had about the terms of the settlement
19 agreement because I wanted to understand everything before I signed it.

20 10. As part of the proposed Settlement, I have also agreed to a full general release of claims
21 related to my employment with Kelcourt that extends beyond the release of claims applicable to
22 members of the Class as defined in the Settlement. I understand that this includes all claims, whether
23 known or unknown, under federal, state, or local law against Kelcourt.

24 11. I believe my claims are typical of the members of the Class because they were required
25 to follow the same policies and procedures I was required to follow when I worked for Kelcourt. I
26 believe Kelcourt's policies and procedures were the same for all hourly employees in California. Since
27 the same policies and procedures applies to myself and the other hourly, non-exempt employees, I
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1 believe they were not paid for all wages earned, did not receive all meal and rest periods, did not receive
2 accurate wage statements, and were not paid all wages owed upon separation of employment.

3 12. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt
4 employees. I understand that as the proposed class representative, I am responsible for representing
5 the interests of all members of the class in litigation to recover money damages for the Class and I
6 consider the interests of the Class and put the interests of the Class before my own interests.

7 13. I understand that my attorneys will request that the Court award me Service Award of
8 \$10,000.00 for my service and efforts on the case. This proposed \$10,000.00 Service Award is not
9 contingent upon me supporting the proposed Settlement.

10 I have reviewed this written statement and fully understand all of its contents. I declare under
11 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

12 Executed on 10-11-25, 2023 at _____, California.

13 LAKE ELSINORE

14 Enedina Segura

15 ENEDINA SANCHEZ DE SEGURA
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