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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SAN MATEO**

13 **(UNLIMITED JURISDICTION)**

14 ORLANDO PEREZ AVALOS,

15 *Plaintiff,*

16 vs.

17 MILAGROS RESTAURANT LLC;
18 GREGORY HAROLD ST. CLAIRE; and
19 DOES 1 to 25, inclusive,

20 *Defendants.*

Case No.: 22-CIV-01222

21 **DECLARATION OF ORLANDO PEREZ**
22 **AVALOS IN SUPPORT OF PLAINTIFF'S**
23 **MOTION FOR APPROVAL OF PAGA**
24 **SETTLEMENT AND RELEASE**

Action filed: March 22, 2022

Hearing Date: May 16, 2023

Hearing Time: 2:00 p.m.

Hearing Dept: 2, Hon. Marie S. Weiner

DECLARATION OF ORLANDO PEREZ AVALOS
IN SUPPORT OF PAGA SETTLEMENT AND RELEASE

I, ORLANDO PEREZ AVALOS, declare and state as follows:

1. I am a resident of the State of California and am over 18 years of age. I am the named Plaintiff in this action and am represented by Harout Messrelian of Messrelian Law, Inc. in this action. Except as otherwise stated, I have personal knowledge of all matters set forth in this declaration and could and would competently testify thereto if called upon to do so as a witness.

2. I first started working for Milagros restaurant in or about April of 2021 as a bartender. My employment ended in or around late September 2021.

3. I understand that this lawsuit is a Private Attorney General action, otherwise known as a PAGA lawsuit. I understand that I am the Plaintiff and that Milagros Restaurant LLC and Gregory Harold St. Claire (collectively "Milagros") are the Defendants. I understand that my name is on the cover of the lawsuit. I understand that I am the representative of other Milagros employees. As the representative in this lawsuit, I have duties to the State of California and other employees like me who were not paid for all hours worked at the correct rates of pay, provided all required meal and rest periods, and reimbursed for necessary business expenses, such as uniforms. I also understand that my lawsuit is on behalf of the State of California. I have fairly represented the other employees and the State throughout this lawsuit. I don't have any disagreements with the other Milagros employees I represent. I am not aware of any reason why I can't make the best decisions for them in this lawsuit.

4. When I agreed to hire my attorneys to file this lawsuit, I also agreed that I would be the representative of the other employees and the State of California. I agreed that the interests of the other employees and the State in the lawsuit are as important as my personal interests in suing Milagros. I agreed that I would do what is in the best interest of the other employees and the State when deciding whether or not to settle this lawsuit. I also agreed to actively participate in the lawsuit. I also understand that there will only be a settlement of the lawsuit if the Court allows it.

5. The PAGA statute does not forbid service awards. Courts frequently award them in PAGA-only cases as well. The work I have done on this case includes hiring my attorneys, speaking with my attorneys on many occasions by phone, explaining what my employment at

1 Milagros was like, explaining what my employment at Milagros had in common with other
2 employees who worked for Milagros, explaining my claims to my attorneys, and communicating
3 with my attorneys about the settlement agreement and related documents. Despite this, I am **not**
4 asking for a service award for my involvement and the time I spent assisting my counsel with
the PAGA action.

5 6. I negotiated an individual settlement of my individual wage and hour claims and
6 retaliation and wrongful termination claims after the Parties had agreed to the Settlement of the
7 PAGA action. During my employment, I was not always able to take a timely, duty-free,
8 uninterrupted meal break or my two rest breaks and complained to management about this. I
9 was reprimanded with a write-up for attempting to take a statutory break to which I was legally
10 entitled and was terminated from my employment immediately thereafter. I feel the company
11 retaliated against me and wrongfully terminated my employment for attempting to take my
breaks.

12 7. As part of my individual settlement, I signed a general release of all claims,
13 whether known or unknown, that I may have against Defendants, not only PAGA claims.

14 8. I don't believe that my individual settlement has any bearing on whether I have
15 served the Aggrieved Employees' best interests and will continue to do so. Nevertheless, I am
16 willing to provide it to the Court *in camera* if the Court so requests.

17 I declare under the penalty of perjury of the laws of the State of California that the
18 foregoing is true and correct to the best of my knowledge.

19 Executed on April 19, 2023 at Sunnyvale, California.

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22 ORLANDO PEREZ AVALOS,
23 Declarant
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