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Attorneys for Plaintiff
ELIAS MORALES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ELIAS MORALES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

JBI INTERIORS, LLC., a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 21STCV43284

*[Assigned for all purposes to the Hon. Kenneth R.
Freeman, Dept. SSC-14]*

**DECLARATION OF PLAINTIFF ELIAS
MORALES IN SUPPORT OF MOTION
FOR APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 6, 2023
Time: 10:00 a.m.
Dept.: SSC-14

Action Filed: November 24, 2021
Trial Date: None Set

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I, ELIAS MORALES, 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 JBI Interiors, LLC (hereinafter referred to as “JBI” or “Defendant”) as an hourly, non-exempt Painter from approximately June 6, 2018 through approximately January 11, 2021. Also, during my employment with JBI, I, along with the other hourly, non-exempt employees, were required to follow JBI’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with JBI, I was not paid for all my time worked. Specifically, JBI would keep track of my time worked and I believe that JBI would unlawfully round/shave my work time. As such, I do not believe I was compensated for all required minimum and overtime wages owed.

4. I also do not believe I received all meal and rest breaks to which I was entitled. Specifically, as a result of the work demands imposed by JBI and the bell signaling system, my meal breaks were often late, short and/or otherwise unlawful meal periods. Additionally, I believe I was not authorized and permitted to take all my legally required rest breaks as JBI only authorized and permitted one 15-minute rest break each shift. 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 JBL.

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 September 12, 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 JBI by helping them recover money owed to them. As
3 the named Plaintiff, I knew that I would be taking on certain risks that the other employees would not
4 have to take on. For example, I knew that there was a risk that I could be responsible for JBI's costs if
5 we lost the case. Even though I understood that joining a lawsuit is a public record and could stigmatize
6 me and may affect my future employability, I accepted that burden for the benefit of other employees
7 of JBI because I wanted JBI to pay its current and former employees for all unpaid wages according to
8 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 8-10 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 JBI's timekeeping, break schedules, bell signaling system, and other
16 policies and procedures that JBI required me and the hourly employees to follow, and reviewing the
17 settlement documents. I made sure to ask my lawyers any questions I had about the terms of the
18 settlement agreement because I wanted to understand everything before I signed it.

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

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

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

5 12. I understand that my attorneys will request that the Court award me Service Payment of
6 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Payment is not
7 contingent upon me supporting the proposed Settlement.

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

10 Executed on 11 /30, 2022 at Long Beach, California.

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Elias G Morales. (Nov 30, 2022 15:50 PST)

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