

MESSRELIAN LAW INC.

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Attorneys for Plaintiff,

MANUEL MELENDREZ, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

(UNLIMITED JURISDICTION)

MANUEL MELENDREZ,

Plaintiff,

vs.

CLEAN AUTO INC. dba SAN MATEO
CAR WASH; JONATHAN ALFRED
LAM; AUTO CLEAN INCORPORATED
dba REDWOOD CARWASH; ALFRED
LAM; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 22-CIV-01967

**DECLARATION OF MANUEL
MELENDREZ IN SUPPORT OF
PLAINTIFF'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND RELEASE**

Action filed: May 13, 2022

Hearing Date: April 25, 2023

Hearing Time: 2:00 p.m.

Hearing Dept: 2, Hon. Marie S. Weiner

DECLARATION OF MANUEL MELENDREZ IN SUPPORT OF
PAGA SETTLEMENT AND RELEASE

I, MANUEL MELENDREZ, 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 Auto Clean Incorporated in or about April of 2012. I then worked for Clean Auto Inc. from May 1, 2021 to about November 16, 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 Auto Clean Incorporated, Jonathan Lam, Clean Auto Inc., and Alfred Lam (collectively "Clean Auto") are the Defendants. I understand that my name is on the cover of the lawsuit. I understand that I am the representative of other Clean Auto 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 cell phones and 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 Clean Auto 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 Clean Auto. 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

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

6 6. I negotiated an individual settlement of my individual wage and hour claims
7 and retaliation and wrongful termination claims after the Parties had agreed to the Settlement
8 of the PAGA action. During my employment, I was not paid for all hours worked. I would
9 often report for work at my scheduled shift of 10: 00 a.m. but would be told to return later.
10 Clean Auto would not pay me for this time and would not pay me for my reporting time either.
11 I was also not always able to take a timely, duty-free, uninterrupted meal break or my two rest
12 breaks and complained to my manager and to the owner about this. I feel the company
13 retaliated against me by changing my schedule and reducing my work hours and wrongfully
14 terminated my employment for my complaints.

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

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

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

21 Executed on April 11, 2023 at San Bruno, California.

22 
23 MANUEL MELENDREZ,
24 Declarant