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Attorneys for Plaintiff
LAURA TORRES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LAURA TORRES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

R. A. PHILLIPS INDUSTRIES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 21STCV41572

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

**DECLARATION OF PLAINTIFF LAURA
TORRES IN SUPPORT OF MOTION FOR
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 5, 2023

Time: 10:00 a.m.

Dept.: SSC-14

Action Filed: November 10, 2021

Trial Date: None Set

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I, LAURA TORRES, 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 have been employed by Defendant R.A. Phillips Industries, Inc. (hereinafter referred to as “R.A. Phillips” or “Defendant”) as an hourly, non-exempt employee from approximately November 2018 through approximately January 2023. Also, during my employment with R.A. Phillips, I, along with the other hourly, non-exempt employees, were required to follow R.A. Phillips’ wage and hour policies and practices.

3. I 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 R.A. Phillips 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 R.A. Phillips required me and the other hourly employees to be back at our workstations ready to work before the end of the 10-minute rest break. Despite all of this, I was not paid meal period or rest period premiums.

4. Because of all of the above issues at work, I do not believe I received accurate, itemized wage statements.

5. 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 August 30, 2022 and throughout the settlement process.

6. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my co-workers and current employees of R.A. Phillips by helping them recover money owed to them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees would not have to take on. For example, I was a current employee at the time the lawsuit was filed and I was fearful of potential retaliation from R.A. Phillips and/or its employees for filing this lawsuit. I also

1 knew that there was a risk that I could be liable for R.A. Phillips' costs if we lost the case. Even though
2 I understood that joining a lawsuit is a public record and could stigmatize me and may affect my future
3 employability, I accepted that burden for the benefit of other employees of R.A. Phillips because I
4 wanted the company to pay its current and former employees for all unpaid wages according to the law
5 and face consequences for not doing so.

6 7. I have been actively involved in this case since joining this lawsuit. Without revealing
7 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
8 numerous occasions. I estimate that I have spent approximately 8-10 hours meeting with my lawyers
9 concerning the case and my responsibilities as a class representative, which included, among other
10 things, gathering various employment and non-employment related documents for use in the lawsuit,
11 reviewing documents with my lawyers and answering their questions, answering follow up questions
12 and providing guidance regarding for R.A. Phillips' timekeeping, break schedules, bell signaling
13 system, and other policies and procedures that for R.A. Phillips required me and the hourly employees
14 to follow, and helping develop a strategy as to what documents/information to obtain from for R.A.
15 Phillips'. In connection with the settlement in this case, I spent over 1 hour reviewing the settlement
16 agreement and discussing the agreement and approval process with my attorneys. I made sure to ask
17 my lawyers any questions I had about the terms of the settlement agreement because I wanted to
18 understand everything before I signed it.

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

23 9. 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 R.A. Phillips. I
25 believe for R.A. Phillips' policies and procedures were the same for all hourly employees in California.
26 Since the same policies and procedures applies to myself and the other hourly, non-exempt employees,
27 I believe they were not paid for all wages earned, did not receive all meal and rest periods, did not
28 receive accurate wage statements, and were not paid all wages owed upon separation of employment.

1 10. 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 11. 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 02/28/23, at Norwalk, California.

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laura torres (Feb 28, 2023 10:45 PST)

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