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 JUAN RAMON TORRES REYES on behalf of himself
 and all similarly aggrieved employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

JUAN RAMON TORRES REYES, on behalf
 of himself and all similarly aggrieved
 employees,

Plaintiff,

v.

MB LABOR CONTRACTING, INC.;
 D'ARRIGO BROS. CO., OF CALIFORNIA;
 and DOES 1 through 50, inclusive,

Defendants.

Case No. 22CV000682

**DECLARATION OF JUAN RAMON
 TORRES REYES IN SUPPORT OF
 PLAINTIFF'S MOTION FOR
 PRELIMINARY APPROVAL OF CLASS
 ACTION SETTLEMENT**

Date: June 28, 2024

Time: 8:30 A.M.

Dept.: 14

Complaint Filed: March 11, 2022

Trial Date: None Set

DECLARATION OF JUAN RAMON TORRES REYES

I, Juan Ramon Torres Reyes, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I was employed by MB Labor Contracting Inc. and assigned to work for D'Arrigo Bros. Co., of California from about September 2020, through October 2020, and from about June 2021, through July 2021. I worked for MB Labor Contracting Inc. and D'Arrigo Bros. Co., of California (together, "Defendants") as a non-exempt employee and was paid on an hourly basis.

3. During my employment, I was not paid for all hours worked, including minimum and overtime wages, paid the correct rate for sick pay wages, paid premiums for missed or late meal and rest breaks, and paid all wages when due and upon separation of employment. Defendants also failed to provide me with off-duty meal and rest breaks, reimburse work-related expenses, provide accurate wage statements, or keep accurate records.

4. For example, I was not paid wages for time spent working, including but not limited to, waiting in line to wash my hands at the beginning of the workday and reviewing and implementing Cal/OSHA safety requirements for agricultural field work.

5. During my employment, I was also required to work shifts of five hours or more without receiving a 30-minute uninterrupted, duty-free meal break and a 10-minute duty-free rest break for shifts of four hours or more. Further, Defendants maintained a policy where I was not allowed to leave the premises for rest breaks. I was still subject to Defendants' control, and as such, did not receive off-duty rest breaks. I did not receive premium pay for the noncompliant meal and rest breaks.

6. In addition, as an employee, I was often required to work in multiple fields during a workday. On these occasions, I was required to travel between fields during my meal break, and consequently received shortened meal breaks. I was also required to use my personal vehicle for the travel, but was not reimbursed for the costs of using my own vehicle.

1 7. During periods when I received non-discretionary pay, such as incentive pay or
2 bonuses, and was paid sick pay, Defendants failed to pay the sick pay at the regular rate of
3 pay.

4 8. At the end of each season of employment with Defendants, I was not paid my
5 final wages on the last day.

6 9. Due to the practices mentioned above, the wage statements I received did not
7 show accurate information such as regular and overtime hours worked, total hours worked,
8 gross and net wages earned, and all applicable rates of pay and the number of hours worked at
9 each rate.

10 10. I understand that this action was brought on behalf of all other non-exempt
11 hourly employees in the State of California, and I am acting as a representative for the Class.
12 As a class representative, I understand that it is my responsibility to act in the best interest of
13 the Class and not my own. I agree that I will not put my own interests ahead of that of the
14 Class, and that I will not settle out my claims separately or independently from the Class.
15 Moreover, I am not aware of any conflicts that exist between my interests and the interests of
16 the Class that would impair or affect my ability to serve as representative for the Class.

17 11. I have and continue to be willing to assist in the investigation of this matter,
18 including providing any necessary information and documents to my attorneys, as well as
19 make myself available for trial or any further proceeding in this matter as required to represent
20 the interests of the Class. I also understand my duties and responsibilities to the proposed class
21 and will carry out those duties as necessary.

22 12. I have discussed the terms of the settlement with my attorneys, and based on the
23 information provided, I believe the settlement to be fair, adequate, and reasonable for myself
24 and for the entire Class.

25 13. My first language is Spanish, and I speak no English. Jackie Mireles orally
26 translated the contents of this declaration from English to Spanish for me before I signed it.
27 Ms. Mireles speaks my language fluently and appeared to have no difficulty understanding
28 me. Likewise, I had no difficulty understanding Ms. Mireles. Ms. Mireles read the entire

1 contents of this declaration to me in Spanish before I signed it, and the translation she read to
2 me was a true and accurate recitation of the testimony I wish to present to the court.

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct. Executed on this ____ day of May 2024, at _____,
5 California.

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7 JUAN R. TORRES
8 Juan Ramon Torres Reyes
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