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Attorneys for Plaintiff, Cesar Rodriguez Vinalay
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

CESAR RODRIGUEZ VINALAY, on
behalf of himself and all others similarly
situated,

Plaintiff,

vs.

RESTAURANT PACIFIC GROUP, LLC, a
California Limited Liability company, and
DOES 1-50, inclusive ,

Defendants.

Case No. 22CV000486
ASSIGNED FOR ALL PURPOSES TO:
Judge: Thomas W. Mills
Dept.: 15
Class Action

**DECLARATION OF CESAR RODRIGUEZ
VINALAY IN SUPPORT OF FINAL
APPROVAL MOTION**

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DECLARATION OF CESAR RODRIGUEZ VINALAY

I, Cesar Rodrigurz Vinalay, declare as follows:

1. I am the Plaintiff and proposed Class Representative in the matter titled *Cesar Rodriguez Vinalay v. Restaurant Pacific Group, LLC*, Case No. 22CV000486 Monterey County Superior Court. I know the facts declared herein to be true of my own personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendant Restaurant Pacific Group, LLC. (RPG) from on or about October 19, 2019 through on or about March 4, 2021. During my employment with RPG, I occupied a non-exempt, hourly position.

3. Prior to retaining the law firm of James Hawkins APLC to redress the grievances that I had against RPG, James Hawkins APLC informed me of the advantages and disadvantages of litigation, and of my responsibilities as both a Plaintiff and a Class Representative.

4. By deciding to litigate my claims as part of this class action, I agreed to pursue not only my own potential wage and hour claims, but the claims of all similarly situated employees, and to put the interests of the class ahead of my own. I pledged to participate actively in the lawsuit and have done so.

5. As a Class Representative, I am aware that I represent the interest of the class members in this litigation and of my fiduciary duty to the putative class members. I am not aware of any interests adverse to the interests of the proposed class members, and I am, and have been, committed to vigorously prosecuting the case on behalf of the class. I have adhered to my commitment and duty to the class including foregoing the opportunity to settle my individual claims against RPG early on in this litigation.

6. As a Class Representative, I continuously interacted with my attorneys to discuss the status of the case. I provided relevant oral and documentary information necessary to prosecute this case. By way of example, I searched for and provided relevant documents pertaining to my employment with Defendant and engaged in multiple discussions with my attorneys regarding my employment. Those discussions included, but were not limited to, the following topics: the policies, practices and specific working conditions at RPG. I have also had

1 numerous discussions with my attorneys regarding the progress of this case and assisted in
2 preparation for and was available during the media tion. Since before the actual filing of
3 the lawsuit to date, I have spent approximately thirty (30) hours on this case.

4 7. By agreeing to bring this action, I formally accepted the responsibilities of
5 representing the interests of class members in California and willingly chose to assume risks and
6 potential costs that I alone might have to bear if judgement would have been rendered in favor of
7 RPG.

8 8. As part of the Class Action Settlement, I also signed a general release releasing all
9 claims I have or may have against RPG, which is far broader than the release by the class
10 members.

11 9. I also risked the potential stigma of being the named plaintiff in a representative
12 action labor dispute which could affect my further employability in the industry or with any
13 prospective employer who learns of my lawsuit against a former employer.

14 10. The class representative incentive payment, subject to court approval, is Five
15 Thousand Dollars (\$5,000). I believe that this amount is fair and reasonable in light of the efforts
16 and time I have put into this matter, and the risks of litigating this class action as a class
17 representative which has resulted in a favorable outcome to the class members. This incentive
18 payment is also in consideration for executing a broad, general, release of all my claims against
19 RPG.

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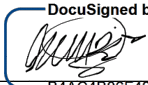
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11. Defendant disputes Plaintiff's meal and rest break claims and contends that: (i) Class Members were allowed to take 30-minute meal breaks (ii) were allowed ten-minute rest periods; and (iii) regularly took lawful meal and rest breaks. Defendant also disputes the propriety of certification in this case and contends that its policies and practices concerning the claims asserted in this lawsuit are compliant with California law. Defendant has also denied and continues to deny that the lawsuit is appropriate for class treatment for any purpose other than for settlement.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed this 28th day of May 2024, in , Seaside, California

DocuSigned by:

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Cesar Rodriguez Vinalay