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Attorneys for Plaintiff
LUIS MANUEL JARA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

LUIS MANUEL JARA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

REID PRODUCTS, INC., a California
corporation; and DOES 1 through 100, inclusive.

Defendants.

Case No. CIVSB2204688

*[Assigned for all purposes to the
Hon. Gilbert Ochoa, Dept. S-24]*

**DECLARATION OF PLAINTIFF LUIS
MANUEL JARA IN SUPPORT OF
MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 30, 2024
Time: 9:00 a.m.
Dept.: S-24

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I, LUIS MANUEL JARA, 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”) in this case. I have personal knowledge of the facts stated in this declaration and could testify truthfully to them if called upon to do so.

2. I was employed by Defendant Reid Products, Inc. (hereinafter referred to as “Reid Products” or “Defendant”) as an hourly, non-exempt employee from approximately February 2019 to approximately August 31, 2021. During my employment, I worked as a Stamper and stamped numbers on parts. Also, during my employment with Reid Products, I, along with the other non-exempt employees, were required to follow Reid Products’ wage and hour policies and procedures.

3. I am informed and believe, and on that basis state, that throughout my employment with Reid Products, I was not paid for all my time worked. Specifically, Reid Products would keep track of the time I worked and would unlawfully round/shave my work time. Additionally, it is my understanding that Reid Products did not compensate me for the time it took to complete the daily temperature checks required during the COVID-19 pandemic. 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 Reid Products, my meal breaks were often short and/or otherwise unlawful meal periods. I was also required to remain on the work premises during meals during the COVID-19 pandemic, which I was informed was in violation of California law. Personally, I believe I was not authorized and permitted to take all my legally required rest breaks as Reid Products did not authorize and permit me to take a third rest break on my shifts over 10.0 hours. As to my meals, I was required to remain on the work premises during the COVID-19 pandemic. In 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 statements and was not paid all wages upon my separation of employment with Reid Products.

1 6. I have worked closely with my lawyers on this case. I answered all of their questions
2 about my employment and made myself available to speak and meet with my lawyers whenever I was
3 needed, including the entire day of the mediation on June 7, 2023 and throughout the settlement process.

4 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
5 my former co-workers and current employees of Reid Products by helping them recover money owed
6 to them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees
7 would not have to take on. For example, I knew that there was a risk that I could be liable for Reid
8 Products' costs if we lost the case. Even though I understood that joining a lawsuit is a public record
9 and could stigmatize me and may affect my future employability, I accepted that burden for the benefit
10 of other employees of Schumacher because I wanted Reid Products to pay its current and former
11 employees for all unpaid wages according to the law and face consequences for not doing so.

12 8. I have been actively involved in this case since joining this lawsuit. Without revealing
13 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
14 numerous occasions. I estimate that I have spent approximately 7-9 hours meeting with my lawyers
15 concerning the case and my responsibilities as a class representative, which included, among other
16 things, gathering various employment and non-employment related documents for use in the lawsuit,
17 reviewing documents with my lawyers and answering their questions, answering follow up questions
18 and providing guidance regarding Reid Products' timekeeping, break schedules, COVID-19 protocols,
19 and other policies and procedures that Reid Products required me and the hourly employees to follow,
20 and helping develop a strategy as to what documents/information to obtain from Reid Products. In
21 connection with the settlement in this case, I spent about 1 hour reviewing the settlement agreement and
22 discussing the agreement and approval process with my attorneys. I made sure to ask my lawyers any
23 questions I had about the terms of the settlement agreement because I wanted to understand everything
24 before I signed it.

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

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

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

12. I understand that my attorneys will request that the Court award me Service Payment of \$10,000.00 for my service and efforts on the case. This proposed \$10,000.00 Service Payment is not contingent upon me supporting the proposed Settlement.

I have reviewed this written statement and fully understand all of its contents. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 29, 2023 at Victorville, California.

Luis Manuel Jara
Luis Manuel Jara (Sep 29, 2023 16:41 PDT)

LUIS MANUEL JARA