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Attorneys for Plaintiff, JOSE ARMANDO MATA on
behalf of himself and others similarly situated

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JOSE ARMANDO MATA, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

ELDORADO NATIONAL CALIFORNIA,
INC. a subsidiary of the REV GROUP, a
California corporation; and DOES 1 to 10,
inclusive,

Defendants.

CASE NO. CVRI2303500

[Assigned to Hon. Harold W. Hopp, Dept. 1]

CLASS ACTION

**DECLARATION OF PLAINTIFF JOSE
ARMANDO MATA IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Complaint filed July 10, 2023
FAC filed October 9, 2023

DECLARATION OF JOSE ARMANDO MATA

I, Jose Armando Mata, declare as follows:

1. I am a resident of Colorado Springs, Colorado. I am a former employee of Eldorado National (California), Inc. (hereinafter "ENC") and am the named plaintiff in this case.

2. I am over the age of eighteen. I have personal knowledge of the following facts, and if called to testify, I could and would testify competently to them.

3. I am aware that filing a class action lawsuit against my former employer would require me to work with my attorneys. I worked closely with my attorneys in filing the lawsuit, assisting the discovery process, mediation, and settlement discussions. I am familiar with all aspects of the litigation, and I participated in all stages of it.

4. I am not aware of any conflicts that would prevent me from serving as a class representative in this matter. I do not have any business or personal relationships with any of my attorneys other than me retaining them to represent me in this lawsuit.

Employment History

5. I worked for ENC from approximately 2021 through January 2023, at their Riverside, California location.

6. During that time, I worked as a painter in a non-exempt employee position.

Typicality of Claims

7. During my time working for ENC, I was not paid for all the hours that I worked, including, but not limited to, overtime and minimum wages.

8. I was also not provided with all my entitled meal and rest periods nor compensated at my regular rate of pay for any noncompliant meal and rest periods.

9. In addition, ENC failed to maintain my employment records, and I was not provided with my personnel file after requesting it.

10. During the entire period of my employment with ENC, my paycheck stubs were not accurate because they did not reflect gross wages earned, net wages earned, all applicable hourly rates, or applicable deductions as a result of ENC not compensating me for all hours that I worked. The lack of this information on my paycheck stubs subjected me to the difficulty of

1 having to reconstruct the hours I actually worked, and compensation earned during a pay period.

2 11. I believe I was not paid all wages owed at the time of my termination.

3 12. I was also subjected to an unsafe indoor working environment with conditions of
4 excessive heat.

5 13. Furthermore, I was not provided adequate seating during my work shifts.

6 14. Lastly, I was not paid for my necessary business expenses.

7 **My Involvement in the Litigation & Adequacy as Class Representative**

8 15. I participated in all aspects of this litigation. Initially, I participated in a pre-
9 litigation investigation, then I assisted with the drafting of the complaint, provided
10 documentation, and was involved in settlement discussions and mediation. I have had numerous
11 discussions with my attorneys over the course of this matter.

12 16. I also spent a considerable amount of time learning about California labor laws,
13 deciding whether pursuing a lawsuit was a step I should take. I had to research attorneys and
14 research whether I had claims that were actionable under California law. Through my research, I
15 located experienced wage and hour attorneys and met with them to determine if I would retain
16 them to handle my case. We spent several hours discussing my case, reviewing my records, and
17 discussing the remedies I could pursue. When I decided to file a lawsuit, I decided to not just to
18 file a lawsuit on behalf of myself, but also those of my former co-workers by filing a class-action
19 lawsuit against ENC for its violations of labor laws. My attorneys and I discussed what it meant
20 to be a class representative, and I understood I would have to devote a significant amount of my
21 time to this lawsuit.

22 17. I spent several hours “educating” my attorneys about ENC’s policies and practices.
23 I searched for, and produced, documents that I had from my employment and what my concerns
24 with them were.

25 18. I also made sure that I was available to speak to my lawyers and was fully prepared
26 for mediation as part of my duty as the class representative.

27 19. I have spent considerable time and attention working on this case.

28 20. I believe I have fairly represented the absent class and request that the Court

1 approve this settlement and confirm me as a class representative. I have always maintained the
2 best interest of the class while performing my class representative duties. I am not aware of any
3 conflicts of interest that would prevent me from being confirmed as the class representative in
4 this lawsuit.

5 21. I am not related in any way to my lawyers or any other employee of the law firm
6 that is representing me. I do not have business dealings or other involvement with my attorneys
7 beyond this lawsuit and this representation. I was not promised any money or any type of bribe
8 or gift to serve as the class representative in this action.

9 **My Understanding Regarding the Terms of the Settlement**

10 22. I understand that as part of this class action settlement, I am required to provide
11 ENC with a full and complete release of all claims, known and unknown, and that this is
12 something that other class members do not have to provide. I understand that this means that I
13 will be giving up any claims I may have against ENC. I have agreed to this term because I think
14 it is in the best interests of the class and this settlement.

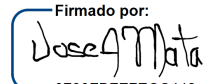
15 23. As I discussed above, I participated significantly in this lawsuit, on behalf of
16 myself and for the Settlement Class. As a class representative, I have been actively involved in
17 all stages of the litigation and have been continually updated, and I participated in all aspects of
18 my lawsuit. I would frequently call my attorneys to see how I could assist in moving the lawsuit
19 forward. I estimate that I have spent significant time in the litigation of this case, including
20 searching for documents related to my employment, answering, reviewing, and verifying
21 responses served by ENC, and fielding numerous phone calls, emails, and letters from my
22 attorneys.

23 24. In addition to my hours spent participating in the prosecution of this case, I was
24 nervous filing this lawsuit because I knew I was taking a very big risk by coming forward and
25 filing a class action. I was aware that my name could be in the public domain. I also knew that if
26 I lost this case, I could have been held liable for ENC's litigation costs, which would have
27 destroyed me financially. Moreover, there was an increased the risk of retaliation by prospective
28 employers. This lawsuit has cost ENC considerable resources and such conduct might be of

interest to future prospective employers

25. In light of the time that I have put into this case since the original meetings and conversations in June 2023 through the present, including my continued commitment to the case and the risks that came with being a named plaintiff, I respectfully request that the Court grant a service payment of up to \$10,000, in an amount that the Court deems to be fair and appropriate. I believe a significant award is warranted here because of the result achieved, the many hours of my personal time that I have invested in the case, my commitment to seeing it through to a strong settlement for my co-workers, and my release of all other claims that I may have against ENC.

I declare under penalty of perjury under the laws of the State of California and State of Colorado that the foregoing is true and correct to the best of my personal knowledge. This declaration is executed on November 14, 2024, at Colorado Springs, Colorado.

Firmado por:

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Jose Armando Mata