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and Proposed Class Counsel

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

ADRIANA MUNOZ, on behalf of herself
and all "aggrieved employees" pursuant to
Labor Code § 2698 et seq.,

Plaintiffs,

v.

SONOCO PLASTICS, INC., a Delaware
corporation, PENINSULA PACKAGING,
LLC, a California limited liability
company, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: VCU292220

Assigned to Hon. John P. Bianco, Dept 2

CLASS ACTION

**DECLARATION OF SAMUEL AGUIRRE IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 23, 2023

Time: 8:30 a.m.

Dept.: 2

Complaint Filed: June 23, 2022

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16 and Proposed Class Counsel
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DECLARATION OF SAMUEL AGUIRE

I, Samuel Aguirre, hereby declare:

1. The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. I am the named Plaintiff in this action.

3. On or around October 3, 2022, the Complaint entitled *Aguire v. Sonoco Plastics, Inc. et al.* was filed in the Superior Court of California, Tulare County, on behalf of myself, and all other current and former non-exempt employees who are similarly situated.

4. Defendants are a packaging provider of diversified consumer and industrial packaging and packaging supply chain services. I was employed by Defendants as a non-exempt employee from approximately July 2022. I along with other non-exempt employees were responsible for all aspects of Defendants' cultivation, manufacturing, and sales of cannabis across the State of California I have subjected to the same employment policies and practices that affected other similarly situated and similarly aggrieved employees of Defendants in California during the relevant time period.

5. As a non-exempt employee employed by Defendants, I was not paid all minimum and overtime wages owed. I was also not authorized or permitted all of off-duty rest periods and did not receive rest period premiums at the "regular rate of pay" for missed or non-complaint rest periods. I was not provided with all compliant meal periods or paid missed meal period premiums at the "regular rate of pay" for non-compliant meal periods. I was also not issued accurate itemized wage statements, was not reimbursed for all necessary business expenditures, and did not receive all of my wages due upon separation of my employment.

6. I understand that, as a Class Representative, I have a duty to look out for and protect the interest of the putative class as a whole. I do not believe, nor do I have any reason to believe, that my interests in this lawsuit are in conflict or in any way antagonistic to the interests of those of my fellow putative class members. Given the various defenses asserted by Defendant, I believe, along with my attorneys, that the settlement obtained is fair and reasonable to the putative class members.

7. As the named Plaintiff in this action, I provided invaluable assistance to Counsel and the putative class members in this case, including providing factual information, wage and hour

1 documentation, wage statements, my payroll records and personnel file and factual background for
2 the allegations in the PAGA Notices, and Complaints. I also provided invaluable information in
3 preparation for mediation and was available at mediation. I also participated in various phone calls
4 with my lawyers to discuss litigation and settlement strategy and reviewed the settlement documents.
5 My efforts were instrumental in securing the favorable terms of the Settlement Agreement, which
6 will provide monetary compensation to the similarly aggrieved employees of Defendant. I also agreed
7 to participate in this case with no guarantee of personal benefit.

8 8. From the inception, I spent time speaking with my attorneys, seeking updates on the
9 case and providing paperwork related to Defendant and its pay practices and policies and procedures.
10 During this time, I also provided all the relevant factual background information required for drafting
11 the PAGA Notices, Complaints, and mediation brief. Thereafter, from time to time, I also was
12 responsible to participate in phone calls with my lawyers to discuss litigation and settlement strategy
13 and review the settlement documents. My efforts were instrumental in securing the favorable terms
14 of the Settlement. I played a vital role in various aspects of this litigation, including investigation,
15 filing the PAGA Notice, Complaints, discovery, mediation and the settlement process.

16 9. This case also involved risks for me, such as the potential risk of having to pay
17 Defendants' costs if we lost. Disregarding these risks, I pursued this case on behalf of the putative
18 class members and aggrieved employees and the State of California to a successful resolution and
19 settlement. Further, as part of the Settlement, I am agreeing to a general release of all claims, which
20 is broader than the release of claims that the members of the class will agree to if they wish to
21 participate in the settlement.

22 10. I have not received and will not receive any benefits in connection with this action
23 other than my portion of the general settlement and requested service award.

24 11. It is my understanding that based upon my industrious efforts as the named Plaintiff
25 in this action, I may be entitled to a Service Award. I respectfully request that the Court grant this
26 award to me in the amount of \$15,000 in addition to my pro rata share of the settlement fund.

27 12. In light of what I have done for the class and the hard work we put in, I believe that
28 the requested award is fully warranted and respectfully request that it be granted. Moreover, I

1 voluntarily undertook a great amount of risk by publishing my name and putting my time and
2 reputation on the line to represent the putative class members and aggrieved employees. Regardless
3 of these risks, I put the interests of the putative class members and aggrieved employees before mine.

4 13. My attorneys have informed that the Contingency Fee Agreement I signed with my
5 attorneys contains a fee sharing provision which I consented to. My attorneys have agreed to split the
6 total attorneys' fees earned in this matter equally and I have agreed to this fee sharing arrangement.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing
8 is true and correct this 9/5/2023 at Tulare County, California.

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DocuSigned by:
Samuel Aguirre
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Plaintiff, Samuel Aguirre