

1 **LIDMAN LAW, APC**

2 Scott M. Lidman (SBN 199433)
3 slidman@lidmanlaw.com
4 Elizabeth Nguyen (SBN 238571)
5 enguyen@lidmanlaw.com
6 Milan Moore (SBN 308095)
7 mmoore@lidmanlaw.com
8 2155 Campus Drive, Suite 150
9 El Segundo, California 90245
10 Tel: (424) 322-4772
11 Fax: (424) 322-4775

12 Attorneys for Plaintiff
13 JOSE SALCIDO

14 **HAINES LAW GROUP, APC**

15 Paul K. Haines (SBN 248226)
16 phaines@haineslawgroup.com
17 2155 Campus Drive, Suite 180
18 El Segundo, California 90245
19 Tel: (424) 292-2350
20 Fax: (424) 292-2355

21 Attorneys for Plaintiff
22 JOSE SALCIDO

23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

24 **FOR THE COUNTY OF LOS ANGELES**

25 JOSE SALCIDO, as an individual and on behalf
26 of all others similarly situated,

27 Plaintiff,

28 vs.

ELECTRO ADAPTER, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 21STCV32600

*[Assigned for all purposes to the Hon. Stuart M.
Rice, Dept. SSC-1]*

**DECLARATION OF PLAINTIFF JOSE
SALCIDO IN SUPPORT OF MOTION FOR
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: November 15, 2023
Time: 10:30 a.m.
Dept.: SSC-1

Action Filed: September 2, 2021
Trial Date: None Set

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

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”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

3. I am informed and believe, and on that basis state, that throughout my employment with Electro Adapter, I was not paid for all my time worked. Specifically, Electro Adapter would keep track of my time worked and would unlawfully round/shave my work time. As such, I do not believe I was compensated for all required minimum and overtime wages owed.

5. Because of all of the above issues at work, I do not believe I received accurate, itemized wage statements nor was I paid all of my wages owed at the time of my separation of employment with Electro Adapter.

6. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available to speak and meet with my lawyers whenever I was needed, including the entire day of the mediation on August 16, 2022 and throughout the settlement process.

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

9 8. I have been actively involved in this case since joining this lawsuit. Without revealing
10 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
11 numerous occasions. I estimate that I have spent approximately 7-10 hours meeting with my lawyers
12 concerning the case and my responsibilities as a class representative, which included, among other
13 things, gathering various employment and non-employment related documents for use in the lawsuit,
14 reviewing documents with my lawyers and answering their questions, answering follow up questions
15 and providing guidance regarding Electro Adapter's timekeeping, break schedules, bell signaling
16 system, and other policies and procedures that Electro Adapter required me and the hourly employees
17 to follow, and helping develop a strategy as to what documents/information to obtain from Electro
18 Adapter. In connection with the settlement in this case, I spent over 1 hour reviewing the settlement
19 agreement and discussing the agreement and approval process with my attorneys. I made sure to ask
20 my lawyers any questions I had about the terms of the settlement agreement because I wanted to
21 understand everything before I signed it.

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

26 10. I believe my claims are typical of the members of the Class because they were required
27 to follow the same policies and procedures I was required to follow when I worked for Electro Adapter.
28 I believe Electro Adapter's policies and procedures were the same for all hourly employees in

1 California. Since the same policies and procedures applies to myself and the other hourly, non-exempt
2 employees, I believe they were not paid for all wages earned, did not receive all meal and rest periods,
3 did not receive accurate wage statements, and were not paid all wages owed upon separation of
4 employment.

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

9 12. I understand that my attorneys will request that the Court award me Service Payment of
10 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Payment is not
11 contingent upon me supporting the proposed Settlement.

12 I have reviewed this written statement and fully understand all of its contents. I declare under
13 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

14 Executed on 11-09, 2022 at Sylmar California.

15
16 
17 JOSE SALCIDO