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Attorneys for Plaintiff RAMON AGUILA,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

RAMON AGUILA, on behalf of the general
public as private attorney general,

Plaintiff,

v.

BECTON AND DICKINSON; APIDEL
TECHNOLOGIES, LLC; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 22CV404498
Hon. Theodore C. Zayner
Department 19

**DECLARATION OF PLAINTIFF RAMON
AGUILA IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
SETTLEMENT**

DECLARATION OF RAMON AGUILA

I, Ramon Aguila, declare as follows:

1. I am over the age of eighteen. The following is based upon my personal knowledge, and if called as a witness, I could and would competently testify regarding the statements in this Declaration

2. I was employed by Defendants Becton and Dickinson and Apidel Technologies, LLC ("Defendants"), as a non-exempt employee in approximately November 20, 2020 with the title of Packaging Operator, and worked during the liability period for Defendants until Plaintiff's separation from Defendants' employ in approximately August 30, 2021. My duties included, but were not limited to packaging and shipping out medical equipment, filling boxes and crates to be shipped, and operating a hoist to put in crates.

3. Prior to filing this lawsuit, I searched for an attorney and found James Hawkins, APLC. I never knew James Hawkins, APLC before my consultation with them. After my consultation, I asked them to represent me in bringing a Class Action against Defendants, as well as a representative PAGA action on behalf of myself and all other similarly situated non-exempt employees of Defendants.

4. I knew the alleged Labor Code violations complained of in the Complaints not only happened to me, but happened to the other employees of Defendants that I worked with. I wanted to help the other non-exempt workers vindicate their rights, so I agreed to represent all other similarly situated exempt and non-exempt employees who worked for Defendants in California, and to obtain relief for the Class Members and Aggrieved Employees.

5. I believe my situation is similar and has been similar to all other non-exempt employees like me. I suffered the same damages as other employees, including: not being paid all wages, including overtime wages; not provided with meal and rest periods; not timely paid all wages earned and owed upon separation from Defendant's employ; not provided accurate itemized wage statements; not provided with business expenses reimbursements; and not paid reporting time pay.

1 6. I believe that my interests have been and continue to be in alignment with the
2 Class Members and Allegedly Aggrieved Employees, and I am willing to continue to pursue and
3 prosecute their representative claims against Defendant in this litigation. I believe I do not have
4 any interests which are against the interests of the Class Members or Allegedly Aggrieved
5 Employees, and I will continue to do what is best for all rather than myself, as I have done from
6 the beginning of this case.

7 7. My relationship with James Hawkins, APLC is purely an attorney client
8 relationship and there are no other business, familial or social relationships between my attorney
9 and myself. In addition, I do not have any relationship with Defendants other than being a former
10 employee of Defendants. For these reasons, there is no conflict of interest between myself, my
11 attorney, between Defendant, and myself or between the Allegedly Aggrieved Employees, Class
12 Members, and myself.

13 8. Since I agreed to become a Class Representative, I have worked every step of the
14 way with my attorneys. During the course of the litigation, I have always kept the best interest of
15 the Class Members on equal footing as mine. I have been, and I am willing to continue to pursue
16 the Class Members' claims vigorously on our collective behalf if the Settlement is not finally
17 approved. As a result, I firmly believe that I do not have any interests adverse to the interests of
18 the Class Members. I have maintained the Class Members best interest from the inception of the
19 case.

20 9. As the PAGA Representatives in this case, I participated in every aspect of the
21 litigation and have been apprised of its progress. I believe I have maintained the best interests of
22 the Allegedly Aggrieved Employees while performing my PAGA Representative duties. I have
23 participated in many interviews and conferences with my counsel regarding the conduct and
24 settlement of this matter.

25 10. My counsel has informed me that this information, along with the details and
26 support I provided for the claims alleged in this matter, were very important in convincing
27 Defendants to negotiate the settlement now before the Court for approval. I have also provided
28 many documents to my counsel in support of my claims, have helped my attorneys with preparing

written questions and what documents to ask for, and I have invested a lot of time and effort in performing my duties on behalf of the Allegedly Aggrieved Employees. I also conducted numerous meetings with my counsel to prepare for and discuss Defendants' information requests relating to formal discovery and in advance of the mediation. I also participated in an all-day mediation of my case.

11. After reviewing the settlement agreement and speaking with my counsel about it, I agreed that I will sign it on behalf of myself and all the other Class Members and Allegedly Aggrieved Employees. I will sign the Settlement Agreement because I believe the Settlement obtained in this case on behalf of the Class Members and Allegedly Aggrieved Employees is very fair, sufficient, and reasonable in view of the facts I know and have been made aware of, and due to the risk of going through further litigation. I believe the average payouts for the Class Members and Allegedly Aggrieved Employees are very reasonable considering all the facts and evidence and risks moving the case forward to trial.

12. I have not received and understand I will not receive any consideration or promises that are different from any of the other Allegedly Aggrieved Employees will receive under the Settlement.

13. I also understand and believe to be fair the settlement allocation formula and believe it fairly accounts for the individual settlement payments based on the strengths and weaknesses of the various alleged claims and also considering the individual compensation and pay rates for the various class members over the settlement period.

14. I also understand my counsel will request that I be awarded an Enhancement Award Payment of \$10,000.00 for my efforts as a Class and PAGA Representative, and that this additional payment is not guaranteed, but must be approved by the Court. I believe the requested enhancement payment is fair and reasonable based upon the results we have achieved for the Class Members and Allegedly Aggrieved Employees and because of the tasks I have performed on their behalf, including:

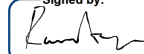
- Compilation of many documents for my attorneys;
- Review of many documents with my attorneys;

- 1 • Conducting preparation with my attorneys and participating in responding to
- 2 information for mediation and to informal discovery requests;
- 3 • Several telephone conferences with my attorneys and their representatives;
- 4 • Participation in the full-day mediation and in the approval settlement process;

5 15. I estimate that I have spent approximately 33 hours helping to prosecute this
6 matter.

7 16. I also believe the requested enhancement payment is fair and reasonable because
8 my decision to accept the risk of being a Class and PAGA Representative in a Class and PAGA
9 action under the Labor Code may affect my future ability to get other jobs in this industry. I also
10 understood and accepted the risk of potentially being liable for the opposing parties' costs and
11 attorneys' fees if I was unsuccessful in this lawsuit. I voluntarily assumed these real and large
12 risks and the case would not have been brought without me and the other class members. I
13 believe the Class Members and Allegedly Aggrieved Employees will receive a good benefit by
14 resolving their claims against Defendants under the terms of the settlement.

15 17. I declare under penalty of perjury under the laws of California that the foregoing is
16 true and correct. Executed on this RA day of October 2024 at San Jose, California.

Signed by:

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RAMON AGUILA