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Attorneys for Plaintiff
BIDKAR SEQUEIRA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BIDKAR SEQUEIRA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

MOBILE CLEAR SHIELD, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 22STCV31788

Related to Lead Case No.: 22STCV31784

*[Assigned for all purposes to the Hon. David S.
Cunningham III, Dept. SSC-11]*

**DECLARATION OF PLAINTIFF BIDKAR
SEQUEIRA IN SUPPORT OF MOTION
FOR APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 22, 2024

Time: 10:00 a.m.

Dept.: SSC-11

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I, BIDKAR SEQUEIRA, 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”) 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.

2. I have been employed by Defendant Mobile Clear Shield, LLC (hereinafter referred to as “Defendant” or “Mobile Clear Shield”) as an hourly, non-exempt employee since approximately 2019. I work as an Installer. Also, during my employment with Defendant, I, along with the other hourly, non-exempt employees, were required to follow Mobile Clear Shield’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Defendant, I was not paid for all my time worked. Specifically, I believed for at least a portion of my employment, I was paid on a piece-rate basis and was not compensated for time spent cleaning and maintain my tools, administrative tasks, waiting for work, waiting for customers, etc. Defendants would keep track of my time worked and would unlawfully round/shave my work time. Additionally, I believe that Mobile Clear Shield failed to include my bonuses in my regular rate of pay for overtime purposes. 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 Defendant, my meal breaks were often late, short and/or otherwise unlawful meal periods. Additionally, I believe I was not authorized and permitted to take all my legally required rest breaks as Defendant did not authorize and permit me to take rest breaks due to the work demands and understanding. Despite all of this, I was not paid meal period or rest period premiums.

5. Further, during my employment with Defendant, I was required to use my personal vehicle to complete work activities, including driving to Defendant's customers worksites. However, Defendant did not reimburse me for this.

1 6. Because of all of the above issues at work, I do not believe I received accurate, itemized
2 wage statements.

3 7. I have worked closely with my lawyers on this case. I answered all of their questions
4 about my employment and made myself available to speak and meet with my lawyers whenever I was
5 needed, including the entire day of the mediation on July 14, 2023 and throughout the settlement
6 process.

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

16 9. I have been actively involved in this case since joining this lawsuit. Without revealing
17 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
18 numerous occasions. I estimate that I have spent approximately 5-7 hours meeting with my lawyers
19 concerning the case and my responsibilities as a class representative, which included, among other
20 things, gathering various employment and non-employment related documents for use in the lawsuit,
21 reviewing documents with my lawyers and answering their questions, answering follow up questions
22 and providing guidance regarding Defendant's timekeeping, break schedules, pay, reimbursement and
23 other policies and procedures that Defendant's required me and the hourly employees to follow, and
24 helping develop a strategy as to what documents/information to obtain from Defendant.

25 10. In connection with the settlement in this case, I spent over 3 hours reviewing the
26 settlement agreement and discussing the agreement and approval process with my attorneys. I made
27 sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted
28 to understand everything before I signed it.

1 11. As part of the proposed Settlement, I have also agreed to a full general release of claims
2 related to my employment with Defendant that extends beyond the release of claims applicable to
3 members of the Class as defined in the Settlement. I understand that this includes all claims, whether
4 known or unknown, under federal, state, or local law against Defendant.

5 12. I believe my claims are typical of the members of the Class because they were required
6 to follow the same policies and procedures I was required to follow when I worked for Defendant. I
7 believe 's policies and procedures were the same for all hourly employees in California. Since the same
8 policies and procedures applies to myself and the other hourly, non-exempt employees, I believe they
9 were not paid for all wages earned, did not receive all meal and rest periods, did not receive accurate
10 wage statements, were not reimbursed for personal cell phone expenses, and were not paid all wages
11 owed upon separation of employment.

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

16 14. I understand that my attorneys will request that the Court award me Service Payment of
17 \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 Service Payment is not
18 contingent upon me supporting the proposed Settlement.

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

21 Executed on November, 2023 at Los Angeles, California

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23 Bidkar sequeira (Nov 8, 2023 12:12 PST)

24 Bidkar Sequeira
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