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REMBER GUILLEN and JUAN SALAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

REMBER GUILLEN and JUAN SALAS, as
individuals 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.

Lead Case No.: 22STCV31784

Related to Case No.: 22STCV31788

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

**DECLARATION OF PLAINTIFF JUAN
SALAS 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, JUAN SALAS, declare as follows:

1. I am an individual over the age of 18 and one of the named plaintiffs 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 was employed by Defendant Mobile Clear Shield, LLC (hereinafter referred to as “Defendant” or “Mobile Clear Shield”) as an Independent Contractor from approximately 2016 through approximately January 2020. I work as an Installer and was paid on a piece-rate basis through the end of my independent contractor relationship. Also, during my employment with Defendant, I, along with the other Independent Contractors, 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 due to my misclassification as an Independent Contractor through December 2019. Specifically, I believed that up until December 2019, when I was reclassified as a non-exempt employee, 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. 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 paid rest breaks as Defendant did not authorize and permit me to take rest breaks due to the work demands and being misclassified as an Independent Contractor. Despite all of this, I was not paid meal period or rest period premiums.

1 5. Further, during my employment with Defendant, I was required to use my personal
2 vehicle, personal cellular phone, and purchase my own tools to complete work activities. However,
3 Defendant did not reimburse me for this.

4 6. Because of all of the above issues at work, I do not believe I received accurate, itemized
5 wage statements. I also do not believe I received all of my owed wages at the time of my separation of
6 employment with Defendant.

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

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

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

1 10. In connection with the settlement in this case, I spent about 4-5 hours reviewing the
2 settlement agreement and discussing the agreement and approval process with my attorneys. I made
3 sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted
4 to understand everything before I signed it.

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

9 12. I believe my claims are typical of the members of the Class because they were required
10 to follow the same policies and procedures I was required to follow when I worked for Defendant. I
11 believe 's policies and procedures were the same for all Independent Contractors in California. Since
12 the same policies and procedures applies to myself and the former Independent Contractors, I believe
13 they were not paid for all wages earned, did not receive all meal and rest periods, did not receive
14 accurate wage statements, were not reimbursed for business expenses, and were not paid all wages
15 owed upon separation of employment.

16 13. As far as I am aware, I have no conflicts with any of the other former Independent
17 Contractors. I understand that as the proposed class representative, I am responsible for representing
18 the interests of all members of the class in litigation to recover money damages for the Class and I
19 consider the interests of the Class and put the interests of the Class before my own interests.

20 14. I understand that my attorneys will request that the Court award me Service Payment of
21 \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 Service Payment is not
22 contingent upon me supporting the proposed Settlement.

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

25 Executed on Jan 10, 2024 at EL Segundo California

26
27 
28 Juan Salas