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**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 REMBER
GUILLEN IN SUPPORT OF MOTION FOR
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May, 22, 2024
Time: 10:00 a.m.
Dept.: SSC-11

1 **DECLARATION OF REMBER GUILLEN**

2 I, REMBER GUILLEN, declare as follows:

3 1. I am an individual over the age of 18 and one of the named plaintiffs in this matter. This
4 declaration is submitted in support of approval of the proposed class action settlement (“Settlement”)
5 reached in this case. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I was employed by Defendant Mobile Clear Shield, LLC (hereinafter referred to as
8 “Defendant” or “Mobile Clear Shield”) as an Independent Contractor from approximately 2017 through
9 approximately February 2022. I work as an Installer and was paid on a piece-rate basis through the end
10 of December 2019. Also, during my employment with Defendant, I, along with the other Independent
11 Contractors, were required to follow Mobile Clear Shield’s wage and hour policies and practices.

12 3. I am informed and believe, and on that basis state, that throughout my employment with
13 Defendant, I was not paid for all my time worked due to my misclassification as an Independent
14 Contractor through December 2019. Specifically, I believed that up until December 2019, when I was
15 reclassified as a non-exempt employee, I was paid on a piece-rate basis and was not compensated for
16 time spent cleaning and maintain my tools, administrative tasks, waiting for work, waiting for
17 customers, etc. Additionally, I believe that Mobile Clear Shield failed to include my bonuses in my
18 regular rate of pay for overtime purposes. As such, I do not believe I was compensated for all required
19 minimum and overtime wages owed.

20 4. I also do not believe I received all meal and rest breaks to which I was entitled.
21 Specifically, as a result of the work demands imposed by Defendant, my meal breaks were often late,
22 short and/or otherwise unlawful meal periods. Additionally, I believe I was not authorized and
23 permitted to take all my legally required paid rest breaks as Defendant did not authorize and permit me
24 to take rest breaks due to the work demands and being misclassified as an Independent Contractor.
25 Despite all of this, I was not paid meal period or rest period premiums.

26 5. Further, during my employment with Defendant, I was required to use my personal
27 vehicle, personal cellular phone, and purchase my own tools to complete work activities. However,
28 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. I also do not believe I received all of my owed wages at the time of my separation of
3 employment with Defendant.

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

8 8. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
9 my former co-workers of Defendant by helping them recover money owed to them. As the named
10 Plaintiff, I knew that I would be taking on certain risks that the other former Independent Contractors
11 would not have to take on. For example, I knew that there was a risk that I could be liable for
12 Defendant's costs if we lost the case. Even though I understood that joining a lawsuit is a public record
13 and could stigmatize me and may affect my future employability, I accepted that burden for the benefit
14 of other former Independent Contractors of Defendant because I wanted it to pay them for all unpaid
15 wages for being misclassified and 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 4-6 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 Independent Contractor contract, timekeeping, break
23 schedules, pay, reimbursement and other policies and procedures that Defendant's required me and the
24 hourly employees to follow, and helping develop a strategy as to what documents/information to obtain
25 from Defendant.

26 10. In connection with the settlement in this case, I spent about 4-5 hours reviewing the
27 settlement agreement and discussing the agreement and approval process with my attorneys. I made
28

1 sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted
2 to understand everything before I signed it.

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

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

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

18 14. I understand that my attorneys will request that the Court award me Service Payment of
19 \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 Service Payment is not
20 contingent upon me supporting the proposed Settlement.

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

23 Executed on Rember guillen, 2023 at Rember guillen

24 

25 Rember guillen (Nov 17, 2023 12:15 PST)

26 Rember Guillen