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Attorneys for Plaintiff
ALICIA VELASQUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALICIA VELASQUEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

LINZER PRODUCTS CORPORATION, a New
York corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 22STCV28665

*[Assigned for all purposes to the Hon.
Lawrence P. Riff, Dept. SSC-7]*

**DECLARATION OF PLAINTIFF ALICIA
VELASQUEZ IN SUPPORT OF MOTION
FOR APPROVAL OF CLASS ACTION
SETTLEMENT**

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I, Alicia Velasquez, 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 was employed by Defendant Linzer Products Corporation (hereinafter referred to as “Linzer” or “Defendant”) as an hourly, non-exempt employee and started my employment in approximately May 2012. Since the filing of the lawsuit, I have voluntarily separated my employment with Linzer. During my employment, my job title was Packer, Production, and/or Assembly and my duties included packing items and assembly/production line work. Also, during my employment with Linzer, I, along with the other hourly, non-exempt employees, were required to follow Linzer’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Linzer, I was not paid for all my time worked. Specifically, Linzer would keep track of my time worked and would unlawfully round/shave my work time. Additionally, it is my understanding that Linzer did not compensate me for the time it took to complete the daily screening and questionnaire related to the COVID-19 pandemic. 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 Linzer and the bell signaling system, 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 Linzer required me to be back at my work station before the 10 minute bell signal and Linzer did not authorize and permit me to take a third rest break on my shifts over 10.0 hours. Despite all of this, I was not paid meal period or rest period premiums.

5. I was also required to use my personal cellular phone to complete the COVID-19 screening questionnaire and Linzer did not reimburse me for any cell phone related expenses.

1 6. Because of all of the above issues at work, I do not believe I received accurate, itemized
2 wage statements and was not paid all wages upon my separation of employment with Linzer.

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 April 19, 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 Linzer by helping them recover money owed to them.
9 As the named Plaintiff, I knew that I would be taking on certain risks that the other employees would
10 not have to take on. For example, I knew that there was a risk that I could be liable for Linzer's costs
11 if we lost the case. Even though I understood that joining a lawsuit is a public record and could
12 stigmatize me and may affect my future employability, I accepted that burden for the benefit of other
13 employees of Linzer because I wanted Linzer to pay its current and former employees for all unpaid
14 wages according to the law and face consequences for not doing so.

15 9. I have been actively involved in this case since joining this lawsuit. Without revealing
16 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
17 numerous occasions. I estimate that I have spent approximately 14-18 hours meeting with my lawyers
18 concerning the case and my responsibilities as a class representative, which included, among other
19 things, gathering various employment and non-employment related documents for use in the lawsuit,
20 reviewing documents with my lawyers and answering their questions, answering follow up questions
21 and providing guidance regarding Linzer's timekeeping, break schedules, bell signaling system,
22 reimbursement, and other policies and procedures that Linzer required me and the hourly employees to
23 follow, helping develop a strategy as to what documents/information to obtain from Linzer, and the
24 settlement process, including reviewing terms of the settlement agreement.

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

11. I believe my claims are typical of the members of the Class because they were required to follow the same policies and procedures I was required to follow when I worked for Linzer. I believe Linzer's policies and procedures were the same for all hourly employees in California. Since the same policies and procedures applies to myself and the other hourly, non-exempt employees, I believe they were not paid for all wages earned, did not receive all meal and rest periods, were not reimbursed for business expenses, and did not receive accurate wage statements and were not paid all wages upon separation of employment with Linzer.

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

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

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

Executed on 08/14/2023, 2023 at Sylmar, California.


Alicia Velazquez (Aug 14, 2023 13:53 PDT)

ALICIA VELASQUEZ