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Attorneys for Plaintiff LUKE KOEHLER, on behalf of himself and other aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

LUKE KOEHLER, an individual; on behalf
of himself and other aggrieved employees

Plaintiff,

v.

SEA POINTE CONSTRUCTION AND
DEVELOPMENT, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. 30-2022-01297787-CU-OE-CXC

[Assigned for all purposes to the Hon. Melissa
R. McCormick, Dept. CX-104]

RESERVATION ID. # 74144814

**DECLARATION OF LUKE KOEHLER IN
SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Date: February 22, 2024
Time: 2 p.m.
Dept.: CX-104

1 I, LUKE KOEHLER, declare as follows:

2 1. I am over the age of eighteen and am a named Plaintiff in *Luke Koehler v. Sea*
3 *Pointe Construction and Development, Inc.* The foregoing is based upon my personal
4 knowledge and, if called as a witness, I could and would competently testify thereto.

5 2. I submit this declaration in support of Plaintiff's Motion for Approval of Private
6 Attorneys General Act Settlement Agreement.

7 3. I was previously employed by Defendant Sea Pointe Construction and
8 Development, Inc. ("Defendant") between 2018 and 2022 as a non-exempt hourly employee.
9 During my time working for Defendant, I was subjected to the same wage and hour policies and
10 practices that are at issue in this case, including Defendant's practice of failing to pay employees
11 all wages owed, including overtime compensation, failing to provide meal periods, failing to
12 authorize and permit rest periods, failing to provide accurate wage statements, and related issues.

13 4. For instance, Defendant deducted 30 minutes of time every day from my time,
14 despite the fact that I did not receive 30-minute uninterrupted meal periods. My understanding is
15 that all other non-exempt employees were subject to this same policy. Moreover, because of the
16 nature of the construction work we performed, we were tethered to the construction sites, and
17 unable to take duty-free meal periods or rest periods. These policies and practices affected all
18 aggrieved employees.

19 5. Prior to getting involved in this case, I spoke with my attorneys for many hours to
20 understand the nature of the case, and shared with my attorneys the wage and hour violations that
21 I experienced over the years working for Defendant. After I became involved in this case, I
22 assisted my attorneys in reviewing and understanding the numerous documents exchanged
23 during informal discovery. I reviewed many of Defendant's policy documents with my
24 attorneys, and answered my attorney's questions relating to those documents.

25 6. During the informal discovery process, I assisted my attorneys with interpreting
26 various documents produced, and discussed with my attorneys strategies to ensure that the
27 settlement was fair to all of the aggrieved employees.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DocuSigned by:

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Luke Koehler