

HAINES LAW GROUP, APC

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ARMANDO GARCIA-AVILA, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

ORANGE COUNTY ERECTORS, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No.: 30-2022-01284202-CU-OE-CXC

*[Assigned for all purposes to the Honorable
Melissa R. McCormick, Dept. CX104]*

**DECLARATION OF PLAINTIFF
ARMANDO GARCIA-AVILA IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 15, 2024
Time: 2:00 p.m.
Dept.: CX104

Complaint Filed: October 5, 2022
Trial Date: None Set

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1. I am an individual over the age of 18 and am 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.

3. During my employment with Orange County Erectors, I often did not receive a lunch break until after the end of my fifth hour of work due to Orange County Erectors' scheduling policies. I was also not able to take a second lunch break when I worked more than 10.0 hours. I was also often not permitted to take two separate rest periods during Friday shifts, and I was provided with only a single, combined, 20-minute rest period. I also clocked in and out through Orange County Erectors' timekeeping system, which recorded hours worked to the minute; however, it is my understanding that Orange County Erectors rounded my timekeeping entries, and I was underpaid as a result. I also received bonuses at least twice per year, which do not appear to be included by Orange County Erectors when calculating my overtime wages. As a result of these violations, it is my understanding that I was not paid all final wages owed to me by Orange County Erectors and was provided with inaccurate wage statements.

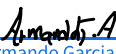
4. I have been actively involved in this case since I first retained Haines Law Group, APC (“HLG”) in 2022. Without waiving the attorney-client privilege, prior to filing this lawsuit, my attorneys explained my role and responsibilities as a Class Representative, and I understand my responsibilities as a Class Representative. Since retaining my attorneys, I have had many discussions with the attorneys and staff at HLG, including discussions regarding Orange County Erectors’ wage and hour practices and my claims in this case, potential witnesses, litigation

1 strategy, updates on how the case was proceeding, the Settlement, and how I could help the case
2 and potential Settlement Class members. I also gathered and reviewed documents for use in the
3 lawsuit and reviewed relevant documents with my attorneys. I also spent time preparing for
4 mediation with my attorneys as well as reviewing the Settlement Agreement in this case. I
5 estimate that I have spent at least 45-50 hours on this case from the time I first spoke with my
6 attorneys regarding this case until the present. I also understand that as part of the Settlement, I
7 have agreed to a general release of claims against Orange County Erectors, which is broader than
8 the release of claims agreed to by other Settlement Class members.

9 5. When this lawsuit was filed, I understood that this lawsuit could benefit former
10 and current employees by helping to recover their unpaid wages, unpaid meal and rest period
11 premiums, and other penalties. I knew there was a risk that I could be liable for Orange County
12 Erectors' costs if we lost the case. I accepted this risk because I wanted Orange County Erectors
13 to pay its current and former employees for their unpaid wages and penalties. Even though I
14 understood that filing a lawsuit is a public record, I accepted that burden in order to help former,
15 current, and future employees. As far as I am aware, I have no actual or potential conflicts with
16 any of the Settlement Class members.

17 6. I understand that my attorneys will request that the Court approve a Class
18 Representative Enhancement Payment of \$7,500.00 for my efforts on behalf of the Settlement
19 Class. I believe this amount is reasonable based on the amount of time and effort I have devoted
20 to this case and the risks I have undertaken as a class representative, and my general release of
21 claims, as described above. My support for the Settlement is not contingent on me receiving this
22 enhancement payment.

23 I declare under penalty of perjury under the laws of the State of California and the United
24 States that the foregoing is true and correct. Executed on 04/02/24, 2024 in
25 Hawaiian Gardens, California.

26 
27 Armando Garcia Avila (Apr 2, 2024 11:23 PDT)
28 Armando Garcia-Avila