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6 Attorneys for Plaintiff, CINDY PEREZ,

7 on behalf of herself and all others similarly situated

8 and aggrieved

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF KERN**

11 CINDY PEREZ, an individual, and on behalf
12 of all others similarly situated,

13
14 Plaintiff,

15 v.

16 PRO SAFETY & RESCUE, INC., a California
17 corporation; and DOES 1 through 100,
18 inclusive,

19 Defendant.

CASE NO.: BCV-22-103333-TSC

(RELATED WITH CASE NO. BCV-23-
103227-BCB)

[Assigned for all purposes to the Hon. Thomas
S. Clark in Dept 17]

**DECLARATION OF PLAINTIFF CINDY
PEREZ IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

HEARING INFORMATION:

DATE: August 25, 2026

TIME: 8:15 a.m.

DEPT: 17

DECLARATION OF CINDY PEREZ

1
2 1. I am a party to this action and reside in the State of California. I am fully competent
3 to make this declaration. I have personal knowledge of the facts set forth herein, except for those
4 stated on information and belief, and as to those I am informed and believe them to be true. If
5 called upon to testify, I could and would testify as set forth herein.

6 2. I make this Declaration in support of Plaintiff's Motion for Preliminary Approval
7 of Class and Representative Action Settlement.

8 3. I was employed by Pro Safety & Rescue, Inc. ("Defendant"), as a non-exempt,
9 hourly paid employee, specifically as an emergency medical technician ("EMT"), with duties that
10 included, but were not limited to, providing emergency medical services and transportation, within
11 California from approximately September of 2021, through approximately August of 2022.

12 4. I am informed and believe that, throughout my employment with Defendant, myself
13 and other non-exempt, hourly paid employees of Defendant were not paid all wages owed because
14 we were not paid for all time under Defendant's control, or for which we were suffered or
15 permitted to work by Defendant. In addition, I am informed and believe we were not paid all
16 overtime hours worked at the overtime rate of pay owed due to, without limitation, failure to
17 record all time worked and failure to pay for off-the-clock work.

18 5. During my employment with Defendant, I often took meal periods that were after
19 the fifth hour, short, or not duty-free. I witnessed other non-exempt, hourly paid employees with
20 my job duties often taking meal periods that were after the fifth hour, short, or not duty-free, as
21 well.

22 6. I do not recall receiving any premium pay for the full, timely and uninterrupted
23 meal periods I was not provided an opportunity to take and am informed and believe that my
24 coworkers were not provided premium pay for not being provided with the opportunity to take
25 full, timely and uninterrupted meal periods either.

26 7. I do not believe I was provided with opportunities to take full, uninterrupted 10-
27 minute rest periods while working with Defendant and am informed and believe my coworkers
28 were often not provided with such an opportunity, either.

1 8. I do not recall receiving any premium pay for the full rest breaks I was not provided
2 an opportunity to take and am informed and believe that my coworkers were not provided
3 premium pay for not being provided with the opportunity to take full, uninterrupted 10-minute
4 rest periods, either.

5 9. Before and during the course of litigation, I was actively involved in assisting my
6 attorneys to support the wage and hour claims asserted. My involvement began before the initial
7 complaint was filed wherein, I provided first-hand knowledge and documentation as to
8 Defendant's practices, their ownership and corporate structure, and their wage and hour policies
9 and practices.

10 10. Part of the information I relayed was with regard to Defendant's timekeeping policies
11 and practices, and their meal and rest period policies and practices.

12 11. I provided them with all the documentation provided to me by Defendant during my
13 employment.

14 12. I assisted in reviewing time and payroll records with my attorneys, and informed
15 them of Defendant's employment policies, and whether those policies matched Defendant's
16 practices.

17 13. My attorneys called me to ask me questions over several times throughout the
18 litigation and I contacted my attorneys several times to stay updated on the case and offer my
19 assistance on any matters I could be helpful with. I was also available for mediation by telephone,
20 during which I was available to be called to answer the questions posed by the mediator regarding
21 the asserted claims, as well as arguments raised by Defendant. In addition, I worked with my
22 attorneys over the next several weeks after mediation to understand and execute a long form
23 settlement agreement.

24 14. Over the past few months since the mediation has been resolved, I have stayed in
25 touch with my attorneys to ensure that there was no undue delay in payment for other class
26 members for whom I brought this Action.

27 15. I believe that, through the present, I have spent at least 27 hours in connection with
28 this matter, which included time spent having preliminary calls with my attorneys; doing an intake

1 with my attorneys; time spent searching for documents relating to my employment; time spent
2 responding to informal discovery; time spent reading and understanding the Settlement
3 Agreement; time spent answering calls to discuss Defendant's timekeeping, pay, meal and rest
4 periods, and to review time and payroll records; time spent discussing with my attorneys
5 Defendant's policies and practices; time spent on-call at mediation; and time spent checking in on
6 the status of the case, among other things. I also spent time preparing this declaration to support
7 Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement.

8 16. I feel that by bringing this lawsuit, I could stand up for not only my rights but the
9 rights of other employees who suffered from the same unfair wage practices. I felt that current
10 employees might not want to share their experiences with Defendant since they feared losing their
11 jobs. This is certainly understandable as I, too, have to provide for myself and others.

12 17. By bringing this lawsuit, I have put the interests of the class ahead of my own.

13 18. I understood that I could possibly earn a small enhancement if this case is resolved
14 favorably. I also knew that I could face retaliation from Defendant and backlash from former
15 coworkers who are loyal to Defendant. I have also had to provide a general release of claims to
16 Defendant as part of the settlement. My understanding, in addition, is that if I brought this case
17 individually, I may have earned more compensation individually and on a much quicker timeline
18 than the timeline to resolve this Action.

19 19. My goal in bringing this lawsuit was to obtain a recovery on behalf of the class,
20 and, even more importantly, to put an end to what I believe are illegal practices on the part of
21 Defendant. I believe I have achieved both through this lawsuit and settlement.

22 20. I have no interest in or conflict with the *cy pres* recipient, Legal Aid at Work.

23
24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct this 6 day of August 2026, at Lamont, California.

26
27 *Cindy Perez*

28 CINDY PEREZ