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Attorneys for Plaintiff
HOWARD KINCHERLOW

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HOWARD KINCHERLOW, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

PABCO BUILDING PRODUCTS LLC, a
Nevada limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 23STCV07711

[Assigned to Hon. Michael Small, Dept. 57]

**DECLARATION OF PLAINTIFF
HOWARD KINCHERLOW IN SUPPORT
OF PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT AND
REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT AWARD**

Date: December 12, 2024
Time: 8:30 a.m.
Dept.: 57
Reservation ID: 064764038778

Complaint Filed: April 7, 2023
Trial Date: None Set

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I, HOWARD KINCHERLOW, 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 Private Attorneys General Act (“PAGA”) 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. PABCO Building Products, LLC (“Defendant”) does business by manufacturing various paper-related products through their various divisions, including PABCO Paper, PABCO Roofing, PABCO Gypsum, and QuietRock.

3. I was employed by Defendant as a non-exempt Lab Technician from approximately 2021 through approximately January 2023. While working for Defendant, I was subject to Defendant's wage and hour policies and practices.

4. It is my understanding that I was not compensated for all of my hours worked. Specifically, I am informed and believe that Defendants rounded and/or shaved my time worked such that I was not paid all of my minimum and overtime wages.

5. I do not believe I received all legally-compliant meal periods. I was not required to and did not clock in and out for my lunch breaks. My lunch break often times took place after five hours of work. Additionally, Defendant automatically deducted thirty minutes from my work time each shift for a “meal period” regardless of whether or not a meal period was taken and regardless of whether the meal period, if taken, was less than 30 minutes in length. As a result, my meal breaks were often short, interrupted, missed, or otherwise unlawful.

6. I also do not believe I received all legally-compliant rest periods. I was not authorized to take a rest period for every four hours that I worked because of Defendant's work demands.

7. As a result of these violations, I also do not believe I received accurate and complete wage statements.

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1 8. I retained Lidman Law, APC to represent me in my Labor Code violation claims
2 against Defendant.

3 9. At the time of filing this lawsuit, I understood that this lawsuit had the chance to
4 benefit my former co-workers and current employees of Defendant by helping them recover
5 unpaid penalties for various Labor Code violations, including failure to pay minimum wages,
6 failure to pay overtimes wages, failure to provide meal periods, failure to authorize and permit
7 rest periods, failure to provide accurate itemized wage statement, failing to timely pay all wages
8 due at the time of termination/separation, failure to pay all wages at least twice a month, and
9 failure to maintain accurate wages. As the named Plaintiff I knew that I would be taking on
10 certain risks that the other employees wouldn't have to bear. I knew that there was a risk that I
11 could be liable for Defendant's costs if we lost the case. I accepted these risks because I wanted
12 Defendant to compensate its former employees and to fix its pay practices. Even though I
13 understood that joining a lawsuit is a public record and could stigmatize me and may affect my
14 future employability because employers do not like to hire employees who have filed lawsuits
15 against their prior employers, I accepted that burden for the benefit of other employees of
16 Defendant. Indeed, if I had not sought legal representation to enforce California's labor laws, I
17 do not believe my former co-workers of Defendant and California's Labor and Workforce
18 Development Agency ("LWDA"), which I understand receives a portion of the proposed
19 settlement, would receive any of these funds. Without counsel and my assistance, I do not believe
20 we would have gotten the proposed settlement.

21 10. After the lawsuit was filed, I continued to work closely with my lawyers. I
22 worked with my lawyers to prepare for the mediation and was available that day for any
23 questions that arose. I spent time discussing the proposed settlement with my attorneys. I wanted
24 to understand everything before I signed it. I believed I represented the aggrieved employees
25 and the LWDA to the best of my ability and put the interests of the aggrieved employees ahead
26 of my own. I estimate that I have spent 20-25 hours on this case.

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11. As part of the proposed Settlement, I have agreed to release Defendant and Released Parties from any and all of the PAGA Released Claims that arose during the PAGA Period.

12. I understand that my attorneys will request that the Court award me an enhancement award of \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 enhancement award is not contingent upon me supporting the proposed Settlement.

I declare under penalty of perjury under the laws of the United States and state of California that the foregoing is true and correct. Executed on October 25, 2024 at san jacinto, California.

Howard Kincherlow

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