

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
LEONEL LUNA

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
LEONEL LUNA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

LEONEL LUNA, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

DEMCON CONCRETE CONTRACTORS,
INC., a California corporation; D AND D
CONCRETE CONSTRUCTION, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 37-2023-00004126-CU-OE-CTL

*[Assigned for all purposes to Hon. Carolyn
Caietti, Dept. C-70]*

**DECLARATION OF PLAINTIFF LEONEL
LUNA IN SUPPORT OF MOTION FOR
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 26, 2024
Time: 10:30 a.m.
Dept.: C-70

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I, LEONEL LUNA, 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 Defendants Demcon Concrete Contractors, Inc. and D and D Concrete Construction, Inc. (hereinafter referred to as “Defendants”) as an hourly, non-exempt employee from approximately 1997 through approximately July 7, 2022. During my employment, I poured concrete at the various locations of Defendants’ customers. Also, during my employment with Defendants, I, along with the other hourly, non-exempt employees, were required to follow Defendants’ wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Defendants, I was not paid for all my time worked. Specifically, Defendants would keep track of my time worked and would unlawfully round/shave my work time. 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 Defendants, and the nature of my work of pouring concrete, my meal breaks were often late, short and/or otherwise unlawful meal periods. I was also not required to record my meal breaks, which I was informed was in violation of California law. Additionally, I believe I was not authorized and permitted to take all my legally required rest breaks as Defendants did not authorize and permit me to take any rest breaks as a result of the work demands imposed. Despite all of this, I was not paid meal period or rest period premiums.

5. I was also required to use my personal cell phone and tools to discharge my duties but did not receive any reimbursement from Defendants.

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

1 7. I have worked closely with my lawyers on this case. I answered all of their questions
2 about my employment and made myself available to speak and meet with my lawyers whenever I was
3 needed, including the entire day of the mediation on September 28, 2023 and throughout the settlement
4 process.

5 8. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
6 my former co-workers and current employees of Defendants by helping them recover money owed to
7 them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees
8 would not have to take on. For example, I knew that there was a risk that I could be liable for
9 Defendants' costs if we lost the case. Even though I understood that joining a lawsuit is a public record
10 and could stigmatize me and may affect my future employability, I accepted that burden for the benefit
11 of other employees of Defendants because I wanted Defendants to pay their current and former
12 employees for all unpaid wages according to the law and face consequences for not doing so.

13 9. I have been actively involved in this case since joining this lawsuit. Without revealing
14 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
15 numerous occasions. I estimate that I have spent approximately 8-10 hours meeting with my lawyers
16 concerning the case and my responsibilities as a class representative, which included, among other
17 things, gathering various employment and non-employment related documents for use in the lawsuit,
18 reviewing documents with my lawyers and answering their questions, answering follow up questions
19 and providing guidance regarding Defendants' timekeeping, break schedules, job duties, and other
20 policies and procedures that Defendants required me and the hourly employees to follow, and helping
21 develop a strategy as to what documents/information to obtain from Defendants. In connection with
22 the settlement in this case, I spent about 1 hour reviewing the settlement agreement and discussing the
23 agreement and approval process with my attorneys. I made sure to ask my lawyers any questions I had
24 about the terms of the settlement agreement because I wanted to understand everything before I signed
25 it.

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

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

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

14 13. I understand that my attorneys will request that the Court award me Service Award of
15 \$10,000.00 for my service and efforts on the case. This proposed \$10,000.00 Service Award is not
16 contingent upon me supporting the proposed Settlement.

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

19 Executed on November 1, 2023 at San Diego, California.

20 *leonel luna*
21 leonel luna (Nov 1, 2023 12:04 PDT)

22 LEONEL LUNA
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