

HAINES LAW GROUP, APC

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

LETICIA RICO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

BOYD SPECIALTIES LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. CIVSB2523082

*[Assigned for All Purposes to the Hon. Michael
A. Dauber, Dept. S35]*

**DECLARATION OF LETICIA RICO IN
SUPPORT OF APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 26, 2027
Time: 8:30 a.m.
Dept.: S35

Complaint Filed: August 11, 2025
Trial Date: None Set

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I, Leticia Rico, 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 class action settlement. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. From about August 2022 to about January 17, 2025, I worked for Defendant Boyd Specialties LLC (“Boyd”) as a non-exempt “Labeler.” During my employment with Boyd, I was subject to Boyd’s wage and hour policies and practices. As a Labeler, my job mainly consisted of putting labels on bags of beef jerky that Boyd manufactured.

3. During my employment as a Labeler, on occasions when I worked over 8.0 hours per workday and/or more than 40.0 hours per workweek, Boyd did not pay me overtime pay at 1.5x my regular rate of pay for working overtime hours, as Boyd did not include non-discretionary incentive pay, like bonuses, when calculating my regular rate of pay. Boyd also did not always provide me with first meal periods that started before the end of my fifth hour of work. I also did not receive a full 30 minutes of uninterrupted time during my meal periods because my supervisors dismissed me for my meal periods and required me to be back at my workstation ready to work within 30 minutes of being dismissed, but it took several minutes for me to remove my personal protective equipment, walk from my workstation to the timeclock, wait in line while other employees clocked out, then walk to the break room, and do the same in reverse at the end of my meal periods, which caused my meal periods to be cut short. I also did not receive a full 10 minutes of uninterrupted time during my rest breaks because my supervisors required me to be back at my workstation within 10 minutes of them dismissing me for my rest breaks, but it took several minutes to walk between my workstation and the breakroom. I was also required to use my cell phone to communicate with supervisors and coworkers, but Boyd did not reimburse me for my cell phone expenses. As a result of these alleged violations, I do not believe my pay stubs were accurate or that I received all final wages owed to me by Boyd.

4. I have been actively involved in this case since I first retained Haines Law Group,

1 APC (“HLG”) in 2025. Without waiving the attorney-client privilege, prior to filing this lawsuit,
2 my attorneys explained my role and responsibilities as a Class Representative, and I understand
3 my responsibilities as a Class Representative. Since retaining my attorneys, I have had many
4 discussions with the attorneys and staff at HLG, including discussions regarding Boyd’s wage
5 and hour practices and my claims in this case, potential witnesses, litigation strategy, updates on
6 how the case was proceeding, the Settlement, and how I could help the case and potential
7 Settlement Class members. I also gathered and reviewed documents for use in the lawsuit and
8 reviewed relevant documents with my attorneys. I estimate that I have spent at least 40-45 hours
9 on this case from the time I first spoke with my attorneys regarding this case until the present. I
10 also understand that as part of the Settlement, I have agreed to a general release of claims against
11 Boyd, which is broader than the release of claims agreed to by other Settlement Class members.

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

20 6. I understand that my attorneys will request that the Court approve a service award
21 of \$10,000.00 for my efforts on behalf of the Settlement Class. I believe this amount is reasonable
22 based on the amount of time and effort I have devoted to this case and the risks I have undertaken
23 as a class representative, and my general release of claims, as described above. My support for
24 the Settlement is not contingent on me receiving this service award.

25 I declare under penalty of perjury under the laws of the State of California that the
26 foregoing is true and correct. Executed on 09/28/26, in
27 San Bernardino, California.

28 
Leticia Rico (Sep 28, 2026 15:48:56 PDT)

Leticia Rico