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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

EUSTORGIA ADAME AGUILERA, on behalf
of herself, and all others similarly situated,

Plaintiff,

vs.

QUALITY FOOD SERVICE, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No. 23CV028272

PAGA REPRESENTATIVE ACTION

*[Assigned for all purposes to the
Hon. Patrick McKinney, Dept. 18]*

**DECLARATION OF EUSTORGIA
ADAME AGUILERA IN SUPPORT
APPROVAL OF REPRESENTATIVE
PAGA ACTION SETTLEMENT**

Reservation ID: 934654325360

Action Filed: February 23, 2023
Trial Date: None Set

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I, Eustorgia Adame Aguilera, declare as follows:

1. I am an individual over the age of 18 and am the named plaintiff in this matter against Quality Food Service, LLC. (“Quality Food”). This declaration is submitted in support of approval of the proposed representative 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. I am a former employee of Quality Food, where I worked as a non-exempt employee from approximately December 2021 to April 2022.

3. While working at Quality Food, I believe that I was not paid all of my minimum and overtime wages to which I was entitled, I also did not receive all of my off-duty meal breaks and was not permitted to take all of my rest breaks. I was also not paid all of my meal and rest period premium wages. I also believe that I was not paid wages on time during my employment. As a result, I understand that I was not provided accurate wage statements and was not paid all wages owed to me at the end of my employment.

4. When I first discussed this case with my attorneys and agreed to move forward with this case, I understood that this lawsuit could benefit other Quality Food employees by helping to recover unpaid wages and other penalties. I knew that filing a lawsuit carries risk, including the risk of being responsible for Quality Food's costs if the case were lost. But I accepted this risk because I wanted to vindicate my and other Quality Food's employees' rights. Even though I understood that filing a lawsuit is a public record, and that this could potentially harm my reputation in the future, I accepted that burden in order to help other Quality Food employees.

5. Perhaps more importantly, I accepted the big risk that news of this lawsuit could potentially impact my ability to secure other work. I accepted the risk that news of this lawsuit and settlement, which is a public matter, may spread to potential future employers and impact

1 my future job prospects. But I took on this case and the risks that came with it, because I believed
2 that it was the right thing to do and would greatly help other employees.

3 6. I have been actively involved in this case since I first had discussions with my
4 attorneys at Abramson Labor Group about a potential representative lawsuit back in February
5 2023. I have had many discussions with my attorneys throughout this case to discuss Quality
6 Food's policies and practices, identify potentially helpful documents and witnesses, and discuss
7 case strategy. I spent significant time searching for my own documents, and I also spent time
8 reviewing the Settlement Agreement and other documents with my attorneys. I estimate that I
9 have spent about 35-40 hours on this case from the time I first spoke with my attorneys regarding
10 this case until the present.

11 7. As part of the proposed Settlement, I understand that my attorneys will request
12 that the Court approve a service award of \$5,000 for my efforts on behalf of Aggrieved
13 Employees. I have also agreed to provide a general release of my claims, which is broader than
14 the release provided by other employees. I believe this amount is reasonable based on the amount
15 of time and effort I have devoted to this case as well as the risks I have undertaken as the
16 representative for Aggrieved Employees, as described above.

17 I declare under penalty of perjury under the laws of the state of California that the
18 foregoing is true and correct, and this declaration was executed by me on 01/09/2026.

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20 Eustorgia Adame Aguilera
Eustorgia Adame Aguilera (Jan 9, 2026 10:17:47 PST)

Eustorgia Adame Aguilera