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Attorneys for Plaintiff
SALVADOR CORTEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - SPRING STREET

SALVADOR CORTEZ, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

DIRECT PAINTING & DECORATING,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 23STCV02248
Consolidated with Case No. 23STCV07806

*Assigned for All Purposes to: Judge William F.
Highberger, Department 10*

CLASS ACTION

**DECLARATION OF SALVADOR
CORTEZ IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL**

Hearing Date: November 20, 2024
Hearing Time: 11:00 a.m.
Department: 10

Complaint Filed: February 1, 2023
Trial Date: None Set

DECLARATION OF SALVADOR CORTEZ

I, SALVADOR CORTEZ, declare as follows:

1. I am over 18 years of age and a resident of California. I am the proposed class and PAGA representative in *Cortez v. Direct Painting & Decorating, Inc.*, Los Angeles County Superior Court Case No. 23STCV02248. I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

2. I worked for Defendant from approximately December 2007 until I suffered a workplace injury in April 12, 2022. During my employment with Defendant, I worked as a Painter and was classified as a non-exempt employee and paid on an hourly basis.

3. Following my employment with Defendant, I reached out to my attorneys to discuss my employment with Defendant and the ways I believed I had been undercompensated during my employment. I spoke with class counsel extensively and discussed issues regarding Defendant's policies and practices, and generally my employment with Defendant.

4. After speaking with my attorneys, I agreed to serve as a class representative and PAGA representative in this action. I was aware that serving as class and PAGA representative could involve additional work including potentially having my deposition being taken and participating in discovery. I understood it was my responsibility to vigorously prosecute this case to obtain recovery of damages and penalties for the other class members and that I would have additional duties and obligations, such as responding to written discovery, assisting my attorneys, traveling and participating in the case when needed, and monitoring the progress of the case. I still agreed to serve as class representative in order to recover missing wages on behalf of others as well as myself.

5. Since initiating this lawsuit, I have considered the interests of the Class Members, the State of California, and the Aggrieved Employees, just as I would consider my own interests and have understood that I must put the interests of the Class Members, the State of California, and the Aggrieved Employees before my own interest. I am not aware of any interests that I have that are contrary to the interests of the proposed Class Members, the State of California, or the

1 Aggrieved Employees, and I do not know of any conflicts of interest that would keep me from
2 adequately representing the Class Members, the State of California, or the Aggrieved Employees.

3 6. Since becoming involved in this matter, I have spent significant time meeting with
4 my attorneys at Protection Law Group, LLP regarding the case and fulfilling my responsibilities
5 as a class representative. As the case moved forward, I have had several extensive conversations
6 with my attorneys, during which I provided substantial information regarding Defendant's
7 policies, practices, and procedures, as well as my own experiences working for Defendant. At my
8 attorneys' request, I searched for any documents I'd been provided by Defendant including old
9 wage statements, notes I'd taken regarding my employment, and any type of policy documents I
10 had signed or been given and provided these to my attorneys.

11 7. Throughout my involvement in this case, I have routinely checked in with my
12 attorneys and their staff to monitor the status of the case. I had several additional phone calls with
13 my attorneys throughout the case and attempted to respond promptly whenever my attorneys
14 contacted me or needed additional information. In addition, I assisted my attorneys in preparing
15 for the mediation in this action, answered questions during the course of mediation, and discussed
16 issues related to the settlement of this action.

17 8. When the case settled, I reviewed the Settlement Agreement and discussed its terms
18 with my attorneys. I kept in contact with my attorneys throughout the settlement process and
19 provided additional information when my attorneys reached out to me. I will continue to actively
20 participate in this lawsuit and monitor the case until it is finalized.

21 9. I believe I took on a substantial risk in agreeing to serve as the class and PAGA
22 representative, despite being made aware that there was no certainty regarding the outcome of the
23 case or how long it would take to recover the wages owed to myself and the other class members.

24 10. Although I was concerned about being the class and PAGA representative in a
25 public lawsuit I decided to put my own interest aside and bring forth a lawsuit that would be
26 beneficial to all Class Members the State of California, and the Aggrieved Employees. I have not
27 yet suffered any adverse consequences as a result of this lawsuit, but neither have I yet received
28

any benefit for representing the Class, the State of California, or the Aggrieved Employees, or for the help I provided my attorneys.

11. I believe that I have done everything that my attorneys have asked of me and have tried, to the best of my ability, to represent the Class Members, the State of California, and the Aggrieved Employees. I think my efforts helped get the result obtained in this case.

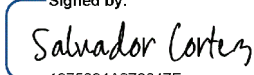
12. In addition, as part of the Settlement Agreement, I am agreeing to a general release of all my claims against Defendant, which is much more extensive than the limited release by the Class Members.

13. Accordingly, I respectfully request that the Court award me the incentive payment in the amount of \$5,000 in recognition of this general release, the benefit I helped obtain for other putative class members, and my active participation in this case. I believe that this amount is fair and reasonable in light of the time I have spent on this case, the risks I assumed bringing the lawsuit and the broader release I have agreed to as part of the Settlement.

14. I have not entered into any undisclosed agreements, and I have not received any undisclosed compensation in this case. The only compensation I will receive is whatever amount the Court awards as an incentive payment, as well as my share of the settlement fund.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 10/9/2024.

Signed by:

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 Salvador Cortez