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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ESTHER PRICE, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

HITACHI HIGH-TECH AMERICA, INC., a Delaware corporation; HITACHI HIGH-TECH SCIENCE AMERICA, INC., a California corporation; and DOES 1 through 100,

Defendants.

Case No. 25STCV28131

[*Assigned for all purposes to Hon. Samantha P. Jessner, Dept. SS-7*]

DECLARATION OF ESTHER PRICE IN SUPPORT OF APPROVAL OF CLASS ACTION SETTLEMENT

Date: February 24, 2027
Time: 10:00 a.m.
Dept.: SS-7

Complaint Filed: September 23, 2025
Trial Date: None Set

DECLARATION OF PLAINTIFF ESTHER PRICE

I, Esther Price, 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 December 1, 2020 to about May 2026, I worked for Defendants Hitachi High-Tech America, Inc. and Hitachi High-Tech Science America, Inc. ("Hitachi") as a non-exempt "Wire Bonding Tech" and "Detector Fabrication Lab Tech". During my employment with Hitachi, I was subject to Hitachi's wage and hour policies and practices that are issue in this case. As a Wire Bonding Tech and Detector Fabrication Lab Tech, my job mainly consisted of assembling and connecting wiring for certain parts, and cleaning and testing parts.

3. During my employment with Hitachi, Hitachi did not pay me for all the hours that I worked because Hitachi only allowed me to record my scheduled hours of eight hours per day rather than my actual hours worked, and only paid me for my scheduled hours despite requiring me to work beyond my scheduled hours. Hitachi 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 required me to be back at my workstation ready to work within 30 minutes of the start of my meal periods, but it took several minutes for me to remove my personal protective equipment and 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 the start of 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 Hitachi 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 Hitachi.

4. I have been actively involved in this case since I first retained Haines Law Group, APC ("HLG") in 2025. Without waiving the attorney-client privilege, prior to filing this lawsuit, my attorneys explained my role and responsibilities as a Class Representative, and I understand my responsibilities as a Class Representative. Since retaining my attorneys, I have had many discussions with the attorneys and staff at HLG, including discussions regarding Hitachi's wage and hour practices and my claims in this case, potential witnesses, litigation strategy, updates on how the case was proceeding, the Settlement, and how I could help the case and potential Settlement Class members. I also gathered and reviewed documents for use in the lawsuit and reviewed relevant documents with my attorneys. I estimate that I have spent at least 40-45 hours on this case from the time I first spoke with my attorneys regarding this case until the present.

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

6. I understand that my attorneys will request that the Court approve a service award of $5,000.00 for my efforts on behalf of the Settlement Class. I believe this amount is reasonable based on the amount of time and effort I have devoted to this case and the risks I have undertaken as a class representative, as described above. My support for the Settlement is not contingent on me receiving this service award.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 09/29/26, in Canoga Park, California.

Esther M. Price
Esther M. Price (Sep 29, 2026 14:45:05 PDT)

Esther Price