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Attorneys for Plaintiff
ALFREDO DURAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ALFREDO DURAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SCOTT CONSTRUCTION SPECIALTIES,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 23STCV05170

*[Assigned for all purposes to the Hon. Timothy P.
Dillon, Dept. SSC-15]*

**DECLARATION OF PLAINTIFF
ALFREDO DURAN IN SUPPORT OF
MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 15, 2026
Time: 10:00 a.m.
Dept.: SSC-15

DECLARATION OF ALFREDO DURAN

I, ALFREDO DURAN, 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 Defendant Scott Construction Specialties, Inc. ("Defendant") as an hourly, non-exempt employee from approximately December 2000 through approximately October 2021. I worked as an Electrician and was responsible for providing electrical work at residential and commercial buildings for Defendant's customers. During my employment with Defendant, I, along with the other hourly, non-exempt employees, was subject to Defendant's wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Defendant, I was not paid for all my time worked. Specifically, I was often required to arrive at Defendant's shop to collect the materials for the assigned project and travel to the jobsite to arrive by 8:00 a.m. I was not paid for time worked at the shop during the workday. Defendant only compensated me starting from the time I was scheduled to arrive at the job site (i.e., 8:00 a.m.). Also, I typically arrived at the job site ten to 15 minutes early to begin preparing my materials and worked ten to 15 minutes after my scheduled shift end time because I had to clean up and return materials to Defendant's shop. I am informed and believe that Defendant rounded my scheduled hours and did not record the actual time I began and ended working so that I was not paid for all time worked.

4. I do not believe I received legally compliant meal and rest breaks. I regularly received meal periods after my fifth hour of work and they were interrupted. Even so, Defendant required that I record my meal period taking place before the end of the fifth hour of work and lasting a full 30 minutes. I often worked more than 10 hours in a workday and was not permitted a second meal period. I also was not permitted to take all of my rest periods, as Defendant required me to combine my rest periods with my meal periods. Despite all of this, I was not paid meal period or rest period premiums.

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1 5. I also was not reimbursed for using my personal cellular phone for business purposes.

2 6. I have worked closely with my lawyers on this case. I answered all of their questions
3 about my employment and made myself available to speak and meet with my lawyers whenever I was
4 needed, including the entire day of the mediation on July 8, 2025, and throughout the settlement process.

5 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
6 my former co-workers and Defendant's current employees 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 responsible for
9 Defendant's 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 Defendant because I wanted Defendant to pay its current and former employees
12 for all unpaid wages according to the law and face consequences for not doing so.

13 8. I have been actively involved in this case since just before the filing of my lawsuit in
14 March 2023. Without revealing and/or waiving attorney-client privileged communications, I have
15 communicated with my attorneys on numerous occasions. I estimate that I have spent approximately
16 15-20 hours meeting with my lawyers concerning the case and my responsibilities as a class
17 representative, which included, among other things, gathering various employment and non-
18 employment related documents for use in the lawsuit, reviewing documents with my lawyers and
19 answering their questions, answering follow up questions and providing guidance regarding
20 Defendant's timekeeping, break schedules, and other policies and procedures that Defendant required
21 me and the hourly employees to follow, and reviewing the settlement documents. I made sure to ask
22 my lawyers any questions I had about the terms of the settlement agreement because I wanted to
23 understand everything before I signed it.

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

1 10. I believe my claims are typical of the members of the Class because they were required
2 to follow the same policies and procedures I was required to follow when I worked for Defendant. I
3 believe Defendant's policies and procedures were the same for all hourly employees in California.
4 Since the same policies and procedures apply to myself and the other hourly, non-exempt employees,
5 I believe they were not paid for all wages earned, did not receive all meal and rest periods, and were
6 not reimbursed for the use of their personal cellular phone for business purposes.

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

11 12. I understand that my attorneys will request that the Court award me Service Award of
12 \$10,000.00 for my service and efforts on the case. This proposed \$10,000.00 Service Award is not
13 contingent upon me supporting the proposed Settlement.

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

16 Executed on October 28, 2025 at Paterson, New Jersey.

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Alfredo Duran (Oct 28, 2025 18:26:02 EDT)

19 ALFREDO DURAN
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