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CRISTINA CORDERO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CRISTINA CORDERO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

OLDCASTLE APG, INC., a Delaware
corporation; OLDCASTLE APG WEST, INC., a
Colorado corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CIVSB2308695

*[Assigned for All Purposes to Hon. Christian
Towns, Dept. S-26]*

**DECLARATION OF PLAINTIFF
CRISTINA CORDERO IN SUPPORT OF
MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 6, 2025

Time: 8:30 a.m.

Dept.: S-26

1 **DECLARATION OF CRISTINA CORDERO**

2 I, CRISTINA CORDERO, declare as follows:

3 1. I am an individual over the age of 18 and the named plaintiff in this matter. This
4 declaration is submitted in support of approval of the proposed class action settlement (“Settlement”)
5 reached in this case. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I was employed by Defendants Oldcastle APG, Inc. and Oldcastle APG West, Inc.
8 (hereinafter referred to as “Defendants”) as an hourly, non-exempt employee from approximately March
9 2022 through approximately November 28, 2022. During my employment, I worked as a Operations
10 Coordinator. Also, during my employment with Defendants, I, along with the other hourly, non-exempt
11 employees, were required to follow Defendants’ wage and hour policies and practices.

12 3. I am informed and believe, and on that basis state, that throughout my employment with
13 Defendants, I was not paid for all my time worked. Specifically, Defendants would keep track of my
14 time worked and would unlawfully round/shave my work time. As such, I do not believe I was
15 compensated for all required minimum and overtime wages owed.

16 4. I also do not believe I received all meal and rest breaks to which I was entitled.
17 Specifically, as a result of the work demands imposed by Defendants, my meal breaks were often late,
18 short and/or otherwise unlawful meal periods. Additionally, I believe I was not authorized and
19 permitted to take all my legally required rest breaks as Defendants did not authorize and permit me to
20 take all my required rest breaks due to understaffing and work demands. Despite all of this, I was not
21 paid meal period or rest period premiums.

22 5. Because of all of the above issues at work, I do not believe I received accurate, itemized
23 wage statements and was not paid all wages upon my separation of employment with Defendants.

24 6. I have worked closely with my lawyers on this case. I answered all of their questions
25 about my employment and made myself available to speak and meet with my lawyers whenever I was
26 needed, including the entire day of the mediation on January 10, 2024 and throughout the settlement
27 process.
28

1 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
2 my former co-workers and current employees of Defendants by helping them recover money owed to
3 them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees
4 would not have to take on. For example, I knew that there was a risk that I could be liable for
5 Defendants' costs if we lost the case. Even though I understood that joining a lawsuit is a public record
6 and could stigmatize me and may affect my future employability, I accepted that burden for the benefit
7 of other employees of Defendants because I wanted Defendants to pay their current and former
8 employees for all unpaid wages according to the law and face consequences for not doing so.

9 8. I have been actively involved in this case since joining this lawsuit. Without revealing
10 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
11 numerous occasions. I estimate that I have spent approximately 8-10 hours meeting with my lawyers
12 concerning the case and my responsibilities as a class representative, which included, among other
13 things, gathering various employment and non-employment related documents for use in the lawsuit,
14 reviewing documents with my lawyers and answering their questions, answering follow up questions
15 and providing guidance regarding Defendants' timekeeping, break schedules, and other policies and
16 procedures that Defendants required me and the hourly employees to follow, and helping develop a
17 strategy as to what documents/information to obtain from Defendants. In connection with the settlement
18 in this case, I spent about 1 hour reviewing the settlement agreement and discussing the agreement and
19 approval process with my attorneys. I made sure to ask my lawyers any questions I had about the terms
20 of the settlement agreement because I wanted to understand everything before I signed it.

21 9. I believe my claims are typical of the members of the Class because they were required
22 to follow the same policies and procedures I was required to follow when I worked for Defendants. I
23 believe Defendants' policies and procedures were the same for all hourly employees in California.
24 Since the same policies and procedures applies to myself and the other hourly, non-exempt employees,
25 I believe they were not paid for all wages earned, did not receive all meal and rest periods, did not
26 receive accurate wage statements and were not paid all wages upon separation of employment with
27 Defendants.
28

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

11. I understand that my attorneys will request that the Court award me Service Payment of \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 Service Payment is not contingent upon me supporting the proposed Settlement.

I have reviewed this written statement and fully understand all of its contents. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 2, 2024 at Los Angeles, California.


Cristina Cordero (Apr 2, 2024 16:26 PDT)

CRISTINA CORDERO