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all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

MANUEL BALUX OCH and PEDRO GARCIA
ALFEREZ on behalf of themselves, all others
similarly situated, and on behalf of the general
public,

Plaintiffs,

v.

SAC PROFLOORS; and DOES 1-100,

Defendants.

Case No. 23CV031860
(Consolidated with Case No. 23CV039543)

**Declaration of Plaintiff Pedro Garcia Alferez
In Support of Motion for Final Approval of
Class Action Settlement**

Date: September 12, 2024
Time: 10:30 a.m.
Reservation ID: A-31860-001

Action File: April 25, 2023
Trial Date: None Set

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DECLARATION OF PEDRO GARCIA ALFEREZ

I, Pedro Garcia Alferez, declare as follows:

1. The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. I am the named Plaintiff in this action. During my employment with Defendant, I have not been paid all minimum and overtime wages owed, authorized or permitted off-duty meal and rest periods or paid missed meal and rest period premiums, issued accurate wage statements, and did not receive all of my wages due during and at termination of my employment.

3. I believe Defendant's illegal wage and hour practices also affected other hourly employees of Defendant because such employees were also not being paid for hours they were required to work, and such employees were also not able and/or permitted to take timely, uninterrupted meal periods and rest breaks.

4. I believe Defendant failed to compensate me and other hourly employees for all time worked, as well as failed to provide legally compliant meal periods and rest breaks. I therefore believe other hourly employees and I were subjected to the same or similar illegal wage and hour practices.

5. I was employed by Defendant in a non-exempt position during the Class Period. Accordingly, I brought this class action case on behalf of all other employees who are also or were at some point classified as non-exempt during their employment with Defendant. I believe my alleged claims in this case impacted not only me but the entire Class.

6. I am not aware of anything special about me that would raise unique defenses to my claims, as opposed to the claims of the Class. I am also not suing for anything unique to me; rather, my claims are based upon the same facts that relate to the rest of the Class.

7. I believe that I have no conflicts of interest with other Class Members and have agreed to place the Class' interests above my own. I do not intend to take any action that would place me in a position that is hostile to other Class Members.

8. I believe that I have no conflict of interest with the settlement administrators, which is the neutral entity selected to administer this proposed settlement.

9. I have reviewed and consented to in a signed writing the fee-split agreement between my attorneys Melmed Law Group, P.C., and Mara Law Firm, P.C., and Lawyers For Employee And

Consumer Rights, APC.

10. This lawsuit is not an individual lawsuit; rather, it is a proposed class action. I understand that as a Class Representative in this matter, I have an obligation to do my best to look out for the interests of other Class Members. I understand that my obligations to the Class exist even when the Class is certified solely as part of a class action settlement. It is my understanding that, as one part of this duty to the Class, I cannot agree to a settlement to benefit myself to the exclusion of the rest of the Class Members. I have never asked my attorneys to simply settle this matter at any cost; rather, I have asked them to obtain the best settlement they could, within reason, and I believe they have attempted to do so.

11. I have conferred with my attorneys about the Joint Stipulation and Settlement Agreement (the "Settlement") in this case. I am not an accountant, but I generally understand the factors and risks that should be considered when evaluating a settlement. I believe the Settlement is fair, adequate, and reasonable, and therefore, I would recommend the Court approve it.

12. I understand the obligations of being an adequate Class Representative include significant responsibilities and a fiduciary duty to represent the Class, which means responding truthfully, completely, and promptly to any information requests made by my attorneys; reviewing facts and claims in the case to make certain the alleged Labor Code violations are redressed; participating dutifully in the litigation; making myself available for any meetings, proceedings, and court hearings at which I am needed; and, above all, putting Class interests above my own.

13. I brought this class action in full recognition and acceptance of my responsibilities as a Class Representative, and I continue to appreciate the importance of my responsibilities as the litigation continues.

14. This case was filed over two and a half years ago, and since then, I have never asked to be relieved from my role as Class Representative. To the contrary, I have made myself available whenever my attorneys wanted to discuss aspects of my employment by Defendant, and I remain committed to seeing this matter through to the end.

15. My goal in bringing this lawsuit was to obtain a recovery on behalf of the Class, and, even more importantly, to put an end to what I believe are illegal practices on the part of Defendant.

16. Summing it all up in the simplest terms, I asked to be a stand-in for other employees of Defendant as a Class Representative. Because of that, I cannot quit on the Class, and I cannot put myself

1 and my interests before the Class. I accept these duties and request that my appointment as a Class
2 Representative, for purposes of settlement, be confirmed.

3 17. I believe that were it not for my stepping forward and taking on the duties of protecting
4 the interests of other Class Members in this case, it is likely that the interests of the Class would neither
5 have been prosecuted nor benefited. To my knowledge, other than the litigation encompassed by the
6 proposed Settlement, there is no other litigation, on a class, representative, or individual basis, concerning
7 the claims in this lawsuit, nor has Defendant pointed to any.

8 18. My participation began with bringing certain issues that are involved in this matter to my
9 attorney's attention and explaining the factual background that was used to prosecute the claims in this
10 case. For example, I provided my attorneys and reviewed with them documents I had in my possession
11 from my employment by Defendant, and I explained those documents and related facts to my attorneys
12 to assist them in their analysis of the claims. I have provided my attorneys with first-hand knowledge as
13 to Defendant's ownership and corporate structure and its wage and hour policies and practices. I also
14 assisted in identifying potential witnesses, including other employees, who might likewise have been of
15 assistance.

16 19. My efforts continued after the suit was filed. For example, I continued to identify potential
17 witnesses to my attorneys, along with providing other information of potential use in this matter. I also
18 made myself available to answer questions from my attorneys during the mediation session that resulted
19 in the Settlement.

20 20. I have been, and will continue to be, actively involved in assisting my attorneys to support
21 the wage and hour claims asserted.

22 21. I understand the Settlement provides an enhancement award to me in the amount of up to
23 \$7,500.00, subject to the Court's approval, as a Class Representative, in addition to any individual
24 settlement payment I will receive as a Class Member. I believe this enhancement award is fair
25 compensation to me for initiating and helping to prosecute this case, for my effort and time on this case,
26 and for the substantial risks I undertook with respect to agreeing to be a named Plaintiff in this case,
27 including the negative impact this role may have on my future employability. In addition, under the
28 Settlement I have signed a General Release of any and all claims I have against Defendant, including a
29 waiver of my rights under California Civil Code section 1542.

22. I have assumed some long-lasting risk in prosecuting this case. For example, because it is so easy to search for information online these days, I may face an increased risk that future employers will discover information about this lawsuit online and have a negative reaction to learning that I sued my former employer. A search of my name would reveal this employment class action, and as a result, many employers may forego hiring me. This could make it harder for me to obtain future employment or change jobs for a better opportunity.

23. I have devoted a substantial amount of my time, both before this lawsuit was filed and during its litigation, to ensure a fair result for the Class. This involved ongoing communications and participation with my attorneys during the course of this case. In total, I believe I have spent roughly 35 hours assisting my attorneys with this case.

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

Executed on 8/16/2024.

DocuSigned by:

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Pedro Garcia Alferez