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Attorneys for Plaintiff
GABRIELA OROPEZA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

GABRIELA OROPEZA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

SPECIALTY COATING SYSTEMS, INC., a
Delaware corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CIVSB2314473

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

**DECLARATION OF PLAINTIFF
GABRIELA OROPEZA IN SUPPORT OF
MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 3, 2025
Time: 8:30 a.m.
Dept.: S-26

1 **DECLARATION OF GABRIELA OROPEZA**

2 I, GABRIELA OROPEZA, 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 Defendant Specialty Coating Systems, Inc. (hereinafter referred to as
8 “Specialty Coating” or “Defendant”) as an hourly, non-exempt employee since approximately
9 December 31, 2010 as a Masking Lead. During my employment, I, along with the other hourly, non-
10 exempt employees, were required to follow Specialty Coating’s wage and hour policies and practices.

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

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

20 5. Because of all of the above issues at work, I do not believe I received accurate, itemized
21 wage statements and was not reimbursed for using my personal cellular phone to discharge my job
22 duties.

23 6. I have worked closely with my lawyers on this case. I answered all of their questions
24 about my employment and made myself available to speak and meet with my lawyers whenever I was
25 needed, including the entire day of the mediation on March 5, 2024 and throughout the settlement
26 process.

27 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
28 my former co-workers and current employees of Specialty Coating by helping them recover money

1 owed to them. As the named Plaintiff, I knew that I would be taking on certain risks that the other
2 employees would not have to take on. For example, I knew that there was a risk that I could be liable
3 for Specialty Coating's costs if we lost the case. Even though I understood that joining a lawsuit is a
4 public record and could stigmatize me and may affect my future employability, I accepted that burden
5 for the benefit of other employees of Schumacher because I wanted Specialty Coating to pay its current
6 and former employees for all unpaid wages according to the law and face consequences for not doing
7 so.

8 8. I have been actively involved in this case since joining this lawsuit. Without revealing
9 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
10 numerous occasions. I estimate that I have spent approximately 7-9 hours meeting with my lawyers
11 concerning the case and my responsibilities as a class representative, which included, among other
12 things, gathering various employment and non-employment related documents for use in the lawsuit,
13 reviewing documents with my lawyers and answering their questions, answering follow up questions
14 and providing guidance regarding Specialty Coating's timekeeping, break schedules, reimbursement
15 protocols, and other policies and procedures that Specialty Coating required me and the hourly
16 employees to follow, and helping develop a strategy as to what documents/information to obtain from
17 Specialty Coating. In connection with the settlement in this case, I spent about 1 hour reviewing the
18 settlement agreement and discussing the agreement and approval process with my attorneys. I made
19 sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted
20 to understand everything before I signed it.

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

25 10. I believe my claims are typical of the members of the Class because they were required
26 to follow the same policies and procedures I was required to follow when I worked for Specialty
27 Coating. I believe Specialty Coating's policies and procedures were the same for all hourly employees
28 in California. Since the same policies and procedures applies to myself and the other hourly, non-

1 exempt employees, I believe they were not paid for all wages earned, did not receive all meal and rest
2 periods, did not receive accurate wage statements and were not reimbursed for cellular phone expenses.

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

7 12. I understand that my attorneys will request that the Court award me Service Payment of
8 \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 Service Payment is not
9 contingent upon me supporting the proposed Settlement.

10 I have reviewed this written statement and fully understand all of its contents. I declare under
11 penalty of perjury under the laws of the State of California that the foregoing is true and correct.
12 Executed on May 31, 2024 at San Bernardino, California.

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Gabriela Oropeza (May 31, 2024 15:36 PDT)

15 GABRIELA OROPEZA
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