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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

RAFAEL PEREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

KYOCERA SGS PRECISION TOOLS, INC.,
an Ohio corporation; and DOES 1 through
100,

Defendants.

CASE NO. 30-2022-01299232-CU-OE-CXC

*[Assigned for all purposes to the Hon.
Randall J. Sherman, Dept. CX105]*

**DECLARATION OF PLAINTIFF
RAFAEL PEREZ IN SUPPORT OF
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 19, 2024

Time: 10:00 a.m.

Dept.: CX105

Reservation ID No.: 74112939

Action Filed: December 29, 2022

Trial Date: None Set

DECLARATION OF RAFAEL PEREZ

I, Rafael Perez, declare as follows:

1. I am an individual over the age of 18 and am 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. Because I do not speak or read English fluently, I was interviewed in Spanish for this declaration with the assistance of an interpreter, who reviewed it with me and translated its contents between English and Spanish.

2. I worked for Kyocera SGS Precision Tools, Inc. (“Defendant”) as a non-exempt employee from approximately 1996 to July 2021, in their Costa Mesa, California warehouse. Throughout my employment with Defendant, my duties included operating a “Cincinnati Machine,” which consists of heavy machinery that cuts metal material used to produce mechanical parts and tools.

3. Throughout my employment, I used a punch card to record my clock-in and clock-out times to the minute. Defendant, however, rounded my hours in quarter-hour increments for purposes of calculating my daily wages. I believe that I was not paid for all the time I worked because of this practice. During the COVID-19 pandemic, I was also required by Defendant to undergo pre-shift temperature checks, which included waiting in line and standing in front of a machine that scanned my body temperature before I was able to clock in for my shifts. I was not paid for this time spent undergoing temperature checks.

4. Additionally, the machinery I operated could not be turned off or left unattended once I began a project, which could last up to approximately 3 hours. Whenever this occurred, I had to clock out for my meal periods before I approached my fifth hour of work; however, I continued my work duties while I was clocked out and was not provided with a meal period, if at all, until after the project was completed more than 5.0 hours after the start of my shift. There were also other occasions when my supervisor required me to work on special production orders that cut into my meal periods, resulting in a meal period shorter than 30 minutes in length.

1 Similarly, Defendant also required me to work on special production orders and projects that cut
2 into my rest periods or prevented me from leaving my machinery in order to take a rest period at
3 all. Moreover, Defendant only authorized and permitted me to take up to two rest periods per
4 workday, even when my work shift exceeded 10.0 hours in length.

5 5. While working for Defendant, Defendant required me to purchase tools that I
6 needed to complete my tasks with my own money, including hammers and pliers, but Defendant
7 never reimbursed me for those expenses. Finally, Defendant's warehouse reached
8 uncomfortably hot temperatures in the summer and uncomfortably cold temperatures in the
9 winter. Specifically, the "Cincinnati Machines" released steam and oils that created
10 temperatures of over 100 degrees Fahrenheit in the summer. While in the winter, the
11 "Cincinnati Machines" were cold and warmed up slowly, which made the warehouse too cold.

12 6. I brought this lawsuit because I felt that Defendant was not following the law,
13 and I wanted Defendant to comply with the law and treat its employees fairly. I feel that I have
14 taken on a greater burden than any of the other class members because I have been actively
15 involved in the litigation, and because it is my name that is attached to the lawsuit. Although I
16 was aware of the risks of attaching my name to a publicly filed lawsuit, I chose to move forward
17 with the case anyway. Through my efforts, Defendant has agreed to a settlement that will
18 benefit current and former employees of Defendant and I believe that I should be compensated
19 for carrying the burden of this litigation for the benefit of the other employees.

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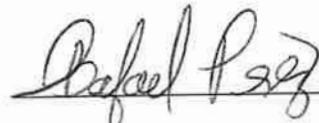
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1 7. I have been actively involved in this case since before it was even filed. Among
2 other things, I searched for relevant documents for use in the lawsuit, provided factual
3 information to my attorneys, had various phone calls with my attorneys to discuss the claims in
4 the lawsuit and Defendant's practices, assisted my attorneys to help them prepare for mediation,
5 reviewed and provided input regarding the settlement in this case, and otherwise assisted my
6 attorneys in moving this case towards resolution. I estimate that I have spent approximately 10
7 to 15 hours in total on these activities.

8 I declare under penalty of perjury under the laws of the state of California and the
9 United States that the foregoing is true and correct. Executed on June 23, 2023 at
10 Garden Grove, California.

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