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Attorneys for Plaintiff,
 Erika Perez Paredes on behalf of herself
 and all similarly aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF MONTEREY**

ERIKA PEREZ PAREDES, on behalf of
 herself and all similarly aggrieved
 employees,

Plaintiff,

v.

CONSTANT STAFFING, LLC; DEL
 MONTE FRESH PRODUCE N.A., INC.;
 MANN PACKING CO., INC.; and DOES
 1 through 50, inclusive,

Defendants.

Case No. 23CV002616

(Assigned to the Honorable Ian A.
 Rivamonte, Dept. 14)

**DECLARATION OF ERIKA PEREZ
 PAREDES IN SUPPORT OF PLAINTIFF'S
 MOTION FOR FINAL APPROVAL OF CLASS
 ACTION SETTLEMENT**

Date: February 20, 2026
 Time: 8:30 A.M.
 Dept.: 14

Action Filed: July 20, 2023
 Trial Date: None Set

DECLARATION OF ERIKA PEREZ PAREDES

I, Erika Perez Paredes, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I was employed by Defendant Constant Staffing, LLC (“Constant”) from on or about May 30, 2023, through about June 6, 2023. I worked as a non-exempt employee and was paid on an hourly basis.

3. As an employee of Constant, I was assigned to work as a general laborer at a food processing plant operated by Defendants Del Monte Fresh Produce N.A., Inc. (“Del Monte”) and Mann Packing Co., Inc. (“Mann Packing”) (collectively with Constant and Del Monte, “Defendants”).

4. During my employment with Defendants, I was required to undergo Covid temperature checks. These checks were conducted off-the-clock before I could clock into work. I was not paid for the time spent waiting for and undergoing these checks.

5. During my employment with Defendants, I was required to call in to work and/or respond to text messages prior to my shift to see whether I actually needed to report to work. On occasions when I reported to work but was not assigned work, or was assigned to work for less than half of the scheduled shift, I did not receive reporting time pay. I was also not paid for the time spent communicating with work during my personal time.

6. In addition, during my employment, I was not provided with proper off-duty meal and rest breaks or paid premiums in lieu of proper meal and rest breaks. I was required to remain on premises during my breaks. Moreover, Defendant did not timely pay me wages when due and upon separation of employment.

7. I was also not reimbursed for work-related expenses, including the cost of using my personal cell phone for work purposes.

8. It is my understanding that Defendants did not provide me with accurate wage statements.

9. During the pendency of this lawsuit, I was required to provide assistance to my attorneys, including discussing the case with them on numerous occasions and providing them with documents and information. I have spent a significant amount of time in connection with the assistance/prosecution of the claims in this lawsuit. I estimate that I spent approximately 35 hours in connection with this lawsuit. This includes the following:

- a. Meeting with my attorneys to discuss this case and the facts involved on numerous occasions, including numerous telephonic meetings at various stages of the lawsuit;
- b. Gathering and reviewing documents related to this case;
- c. Reviewing the complaints and other documents, including my declarations and the Joint Stipulation of Class and PAGA Settlement (“Settlement Agreement”);
- d. Regularly providing information to my attorneys and responding to any questions;
- e. Remaining available during mediation; and
- f. Reviewing and signing the Settlement Agreement.

10. I understand that this action was brought on behalf of all other non-exempt employees of Defendants in the State of California, and I am acting as a representative for the Class. As Class Representative, I understand that it is my responsibility to act in the best interest of the Class and not my own. I agree that I will not put my own interests ahead of that of the Class, and that I will not settle out my claims separately or independently from the Class. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the Class that would impair or affect my ability to serve as representative for the Class.

11. I have and continue to be willing to assist in the investigation of this matter, including providing any necessary information and documents, as well as make myself available for trial or any further proceeding in this matter as required to represent the interests of the Class. I also understand my duties and responsibilities to the proposed class and will carry out those duties as necessary.

12. I have discussed the terms of the settlement with my attorneys, and based on the information provided, I believe the settlement to be fair, adequate, and reasonable for myself and for the entire Class.

13. I do not have any relationship of any kind with the California Rural Legal Assistance, Inc.

14. I understand that I could have been liable for Defendants' legal costs had Defendants prevailed. I also understand that this lawsuit was filed in the public court records, which may affect my ability to obtain future employment.

15. My first language is Spanish, and I speak no English. Jackie Mireles orally translated the contents of this declaration from English to Spanish for me before I signed it. Ms. Mireles speaks my language fluently and appeared to have no difficulty understanding me. Likewise, I had no difficulty understanding Ms. Mireles. Ms. Mireles read the entire contents of this declaration to me in Spanish before I signed it, and the translation she read to me was a true and accurate recitation of the testimony I wish to present to the court.

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

Executed on this ____ day of January 2026, at Greenfield, California.
01/23/2026

Signed by:
Erika Perez Paredes
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Erika Perez Paredes