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Attorneys for Plaintiff ANDREW TREJO BACA, on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

ANDREW TREJO BACA; CHRISTOPHER
FRANCESCHI, on behalf of themselves and
all others similarly situated, and the general
public,

Plaintiffs,

v.

AIRPORT APPLIANCE, INC., a California
corporation; AIRPORT HOME APPLIANCE,
a business entity of unknown form; and DOES
1 through 50, inclusive,

Defendants.

Case No. 23CV421926

[Assigned for all purposes to the Hon. Theodore
C. Zayner, Dept. 19]

**DECLARATION OF ANDREW TREJO
BACA IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF THE CLASS ACTION
SETTLEMENT**

Date: July 30, 2025
Time: 1:30 p.m.
Dept.: 19

DECLARATION OF ANDREW TREJO BACA

I, Andrew Trejo Baca, declare:

1. I am over the age of eighteen and submit this Declaration in support of the Motion for Preliminary Approval of the parties' Class Action Settlement ("Settlement Agreement") entered into between me and other similarly situated employees of Defendant AIRPORT APPLIANCE, INC. ("Defendant"), and Defendant. I understand that I am submitting this Declaration in support of preliminary and then eventually final approval of the Settlement Agreement and my requested Class Representative Service Award of up to \$10,000.00. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them.

2. I have been a resident of Alameda County and was employed by Defendant during the relevant period and worked as a forklift operator based out of Defendant's facilities in Hayward, California between August and September of 2022.

3. I understand that I am asking to be approved to serve as a Class Representative for the Settlement Class in this action, which includes my fellow non-exempt, hourly employees of Defendant in the State of California during the period of September 19, 2019, through November 22, 2024. I also understand that I am serving as one of the representative plaintiffs on behalf of other similarly situated aggrieved employees in California in connection with our class action claims and claims under Labor Code §§ 2698 *et seq.*, the Private Attorneys General Act ("PAGA") for civil penalties.

4. From my experience, and the documents and information I have reviewed from this action, I believe Defendant's policies are or were uniformly applied to all employees who worked based out of its California facilities. I believe I have been similarly situated with the Class members as we are asking to be preliminarily approved by the Court.

5. I retained the law firm of D.Law, Inc. to represent me in this class action lawsuit against Defendant for the alleged practices and violations as stated in the original Complaint in this action. Our original Complaint was filed on September 5, 2023, in Santa Clara County Superior Court. Subsequently, on November 9, 2023, I filed the First Amended Complaint, adding a single

1 cause of action under the Private Attorneys General Act (“PAGA”). The operative Second
2 Amended Complaint, filed on behalf of myself, Plaintiff CHRISTOPHER FRANCESCHI, and all
3 others similarly situated, and the general public, on December 19, 2024, presently asserts nine
4 causes of action for (1) Violation of Business & Professions Code § 17200 *et seq.* (2) Violation of
5 Labor Code §§ 204, 510, 1194, and 1198; (3) Violation of Labor Code §§ 200, *et seq.*; (4) Failure
6 to Pay Meal and Rest Break Premiums at the Proper Regular Rates of Pay (Labor Code § 226.7);
7 (5) Failure to Provide & Maintain Accurate Wage Statements Pursuant to Labor Code § 226; (6)
8 Failure to Provide Meal Periods (Labor Code § 226.7); (7) Failure to Provide Rest Periods (Labor
9 Code § 226.7); (8) Failure to Reimburse Expenses (Labor Code § 2802); and (9) Violation of
10 Labor Code §§ 2698 – 2699 (PAGA).

11 6. The Complaint resulted from multiple conversations I had with my attorneys and
12 their staff regarding Defendant’s policies and practices and our working conditions. I understand
13 that, among other causes of action, the Complaint also alleges that Defendant failed to reimburse
14 Class Members for ordinary business expenses. My co-workers and I were required to incur
15 business expenses in performing our assigned job duties. For example, we were required to use
16 cellular phones and cellular phone service in executing our duties, including to use the mobile
17 application to clock in and out for work. Additionally, my co-workers and I were required to
18 purchase steel-toe boots, as well as pay for the costs for maintaining our protective gear (including
19 safety jackets and vests), all of which were necessary to perform our duties under Defendants’
20 employ. Defendants failed to reimburse any of these necessary expenses.

21 7. I believe that I am similarly situated to all other Class Members and aggrieved
22 employees who worked for Defendant during the Class Period and who were similarly affected by
23 Defendant’s policies and practices regarding expense reimbursement and the payment of wages. I
24 believe my claims against Defendant are typical of the other Class members, as the claims asserted
25 in the operative Complaint are also shared by the other Class members.

26 8. From the beginning of my involvement in this case, my attorneys informed me
27 about what it meant to be a Class Representative. I understood that I was expected to represent and
28 even champion the other employees’ interests, placing their interests ahead of my own. I signed an

1 acknowledgement of my duties as a Class Representative at the outset of this action. I am happy
2 that I was able to bring a lawsuit as a class representative to try and obtain unpaid wages and
3 compensation for myself, but also for my fellow employees like me who were not paid full wages,
4 were not provided with compliant meal and rest periods, and were not reimbursed for incurring
5 ordinary business expenses. I believe that my interests have been and continue to be aligned with
6 all Class Members, and I have been and am willing to continue to pursue the Class Members'
7 claims vigorously on our collective behalf. As a result, I believe I do not have any interests that are
8 adverse to the interests of the Class Members.

9 9. I understood it was my responsibility to actively participate in the lawsuit to
10 safeguard the interests of other Class members, and to ensure that my interests were not in conflict
11 with those of the other employees. I did so to the best of my ability, and I believe I have
12 maintained the best interests of the Class Members. I have actively participated in this litigation
13 and have been apprised of the progress of the case. I have provided documents and evidence to
14 Class Counsel in support of the class claims and spent many hours discussing my claims and
15 information regarding my employment by Defendant. I have also invested significant time and
16 efforts in performing my duties on behalf of the Class, including during the initial complaint
17 drafting process, in response to informal discovery before mediation, answering questions, in
18 connection with the mediation and ongoing settlement negotiations, and now also throughout the
19 preliminary and final Settlement approval process. I have spent a lot of time speaking with my
20 counsel to receive answers to my questions or updates on the case progression, and I invested
21 substantial time in assisting counsel and other employees with understanding Defendant's practices
22 we are alleging violate California law. I estimate I have devoted approximately at least **30 hours** of
23 my time to this action and vigorously representing the interests of the Settlement Class.

24 10. Throughout this case, I have frequently spoken with my attorneys, and we stayed in
25 even closer contact when dealing with specific issues or during more contested stages of the
26 litigation before we agreed to mediation and in connection with the mediation. My attorneys often
27 had questions for me about Defendant and my work experiences during their investigation of the
28

1 case. They also asked me to review documents related to the case, including the Settlement
2 Agreements and many of the pleadings we filed. I made sure to promptly respond to their requests.

3 11. I have chosen to represent those who may be afraid to speak up because of fear of
4 being fired or retaliated against. I also fear retaliation against me after the close of this case. I
5 expect that wherever I work in the future, my employer and immediate supervisors will have heard
6 of my involvement with this case. For example, if you just Google search the case name there is a
7 high possibility my name will come up after clicking on the appropriate links. I expect the
8 publicity surrounding this case to increase even further once final approval of the Settlement is
9 announced publicly. This guarantees that any prospective employer doing a simple Internet search
10 on me will learn of my role as an instigator of this lawsuit. Although they are not supposed to
11 retaliate against me, I think the reality is that I will experience a certain stigma for years to come. I
12 fear retaliation or other adverse consequences will arise in my future employment due to my
13 decision to serve as a Plaintiff and Class Representative in a class action against my employer.

14 12. I took a huge risk by coming forward to help with this class action. If I had lost the
15 case and also been ordered to pay Defendant's litigation costs, it would have been financially
16 devastating to me. However, I also believe the Settlement obtained on behalf of the Settlement
17 Class is fair and reasonable in view of the facts, claims and the risk of going through further
18 litigation in this case. I reviewed the settlement agreement with Class Counsel in order to
19 understand the benefits and risks and ultimately agreed to them, and I therefore followed Class
20 Counsels' recommendation to settle the claims under the terms in the Settlement Agreement.

21 13. I have reviewed the Settlement Agreement we have negotiated with Defendant in
22 this action on behalf of the Class Members. It tracks with the Memorandum of Understanding my
23 counsel explained to me and I signed following mediation. I agreed to the terms because I believe
24 the Settlement is fair and reasonable. I understand that once the Court grants preliminary approval
25 of the Settlement and to me serving as one of the Class Representatives, the action will proceed
26 with Settlement administration and then the final approval process.

27 14. My opinion about the fairness and adequacy of the settlement in the case is not
28 based on any potential payment. I also believe this amount is fair and justified because it is in

1 consideration for a full general release, one that is much broader than the limited claims release for
2 all Class Members. I was willing to agree to my broader release because it helped the parties agree
3 to the Settlement, which I believe is an excellent result for the Class I have committed to represent.

4 15. I have not yet received any consideration or promises that are different than any of
5 the other Class Members. In my opinion, the requested Class Representative Service Award of
6 \$10,000.00 is fair and reasonable given the risks I have taken, the tasks I have performed, the time
7 I have invested, and the real benefit which the Class members will receive from this class action. I
8 also understand my requested Class Representative Service Award is subject to the Court's final
9 approval and discretion, and respectfully request that the Court approve awarding it as requested
10 and approve me to serve as the Class Representative for Settlement purposes.

11 I declare under penalty of perjury under the laws of the State of California and the United
12 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
13 was executed this 28th day of February 2025, at Fremont, California.

Signed by:



Andrew Trejo Baca