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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

GRAIN CRAFT, LLC, a Delaware limited
liability company; and DOES 1 through 100,

Defendants.

Case No. 23STCV24438

*[Assigned to the Hon. William F.
Highberger, Dept. SSC-10]*

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

Date: July 2, 2025
Time: 10:00 a.m.
Dept.: SSC-10

Complaint Filed: October 6, 2023
Trial Date: None Set

DECLARATION OF RUBEN PEREZ

I, Ruben 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.

2. I worked for Grain Craft, LLC (“Grain Craft”) as a non-exempt “Miller” from approximately July 1990 until my separation of employment in 2023. During my employment with Grain Craft, I was subject to Grain Craft’s wage and hour policies that are at issue in this case.

3. While working for Grain Craft, I was subject to the company’s timekeeping practices, which I believe resulted in me and other employees not being compensated for all hours actually worked. I was required to clock in and out using a system that recorded hours worked to the minute, but Grain Craft only paid me for my scheduled hours, resulting in underpayment of wages. I was also required to arrive before my scheduled shift to clock in, put on protective gear, and travel to my assigned workstation, but I was not paid for the time worked before my scheduled shift time. I often did not receive a meal period until after the end of my fifth hour of work and my meal periods were often less than a full 30 minutes due to work demands. I was also not allowed to take off-duty rest periods for every four hours worked, due to understaffing and work demands. As a result of these violations, it is my understanding that I was not paid all final wages owed to me by Grain Craft and was provided with inaccurate wage statements.

4. I have been actively involved in this case since I first retained Haines Law Group, APC (“HLG”) in 2023. Without waiving the attorney-client privilege, prior to filing this lawsuit, my attorneys explained my role and responsibilities as a Class Representative, and I understand my responsibilities as a Class Representative. Since retaining my attorneys, I have had many discussions with the attorneys and staff at HLG, including discussions regarding Grain Craft’s wage and hour practices and my claims in this case, potential witnesses, litigation strategy, updates on how the case was proceeding, the Settlement, and how I could help the case and

potential Settlement Class members. I also gathered and reviewed documents for use in the lawsuit and reviewed relevant documents with my attorneys. I estimate that I have spent at least 35-40 hours on this case from the time I first spoke with my attorneys regarding this case until the present. I also understand that as part of the Settlement, I have agreed to a general release of claims against Grain Craft, which is broader than the release of claims agreed to by other Settlement Class Members.

5. When this lawsuit was filed, I understood that this lawsuit could benefit former and current Grain Craft employees by helping to recover their unpaid wages, unpaid meal period premiums, and other penalties. I knew there was a risk that I could be liable for Grain Craft's costs if we lost the case. I accepted this risk because I wanted Grain Craft to pay its current and former employees for their unpaid wages and penalties. Even though I understood that filing a lawsuit is a public record, I accepted that burden in order to help former, current, and future Grain Craft employees. As far as I am aware, I have no actual or potential conflicts with any of the Settlement Class members.

6. I understand that my attorneys will request that the Court approve a service award of \$10,000.00 for my efforts on behalf of the Settlement Class. I believe this amount is reasonable based on the amount of time and effort I have devoted to this case and the risks I have undertaken as a class representative, and my general release of claims, as described above. My support for the Settlement is not contingent on me receiving this service payment.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on 04/02, 2025 in Sylmar, California.

Rubén Perez (Apr 2, 2025 17:28 PDT)

Ruben Perez