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Attorneys for Plaintiff JORGE M. ARELLANO RAMIREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

JORGE M. ARELLANO RAMIREZ,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

SOL ACCEPTANCE, LLC., a limited liability
company; and DOES 1 through 10, inclusive,

Defendants

Case No.: 30-2023-01360685-CU-OE-CXC

[Assigned for all purposes to the Hon. William
Claster]

CLASS ACTION

**DECLARATION OF JORGE M.
ARELLANO RODRIGUEZ REGARDING
MOTIONS FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 13, 2026
Time: 8:30 a.m.
Courtroom: Dept. CX101
Judge: Hon. William Claster

Reservation ID: **74770573**

Action Filed: November 9, 2023
Trial Date: Not Set

DECLARATION OF JORGE M. ARELLANO RODRIGUEZ

I, JORGE M. ARELLANO RODRIGUEZ, declare as follows:

1. I am a named Plaintiff in this case. I am a former employee of the named defendant, SOL Acceptance, LLC ("Defendant"). As such, I have personal knowledge of, or am informed and believe, the following facts herein stated. If called as a witness. I could and would testify competently to the following:

JOB DUTIES AND EXPERIENCES

2. I worked for Defendant during the Settlement Class Period in Defendant's facility located in Orange, California. My employment began on or about January 2023 and ended on or about August 30, 2023. I held a job position that is at issue in this case and included within the class.

3. I was employed as a collections representative and my duties included contacting debtors to reduce delinquency rates on accounts assigned to me or securing payments from debtors.

4. During my employment with Defendant, I regularly had to wait 5-10 minutes prior to clock in because only managers could unlock the building doors and I had to wait for a manager to arrive and let us in prior to clocking in. I also regularly missed rest and meal periods because of the nature of call center work and because of the volume of work I was required to do. I also received bonuses for meeting internal goals but did not receive overtime or premiums at the regular rate of pay. I also received bonuses for performance but such bonuses were not included in calculating my regular rate of pay. I understand that Defendant disputes my allegations, and Defendant's agreement to settle this matter is not an admission that it accepts my allegations.

DUTIES OF A CLASS REPRESENTATIVE

5. This lawsuit is not an individual lawsuit. It is a proposed class action. I understand that, if approved as a class representative in this matter, I have an obligation to do my best to look out for the interests of other class members, the current and former employees of Defendant who I am seeking to represent. I understand that my obligations to the class exist even when the class is certified solely as

part of a class action settlement. It is my understanding that, as one part of this duty to the class, I cannot agree to a settlement to benefit myself to the exclusion of the rest of the class members. I have never asked my attorneys to simply settle this matter at any cost. Rather, I have asked them to obtain the best settlement they could within reason, and I believe that they have attempted to do so.

6. This case was filed about two years ago. I have never asked to be relieved from my role as a proposed class representative. To the contrary, I have made myself available whenever my attorneys wanted to discuss aspects of my employment with Defendant, and I remain committed to seeing this matter through to the end.

7. I have conferred with my attorneys about the settlement proposed in this case. I am not an accountant, but I understand the factors and risks that need to be considered when evaluating a settlement.

8. Summing it all up in the simplest terms, I am asking to be stand-in for other employees of Defendant. Because of that, I cannot quit on the Class, and I cannot put myself and my interests before the Class. I accept these duties and request that I be approved as the class representative for purposes of this amended Settlement.

COMMUNITY OF INTEREST: TYPICALITY AND ADEQUACY

9. I was an hourly non-exempt employee of Defendant and was subject to the same pay structure and rules as all the other hourly non-exempt employees of Defendant.

10. I am not aware of anything special about me that would raise unique defenses to my claims, as opposed to the claims of the class. I am also not suing for anything unique to me. Rather, my claims are based upon the same facts that relate to the rest of the Class.

11. I do not believe that I have any conflicts with Class Members included in this proposed Settlement. I do not have any intention to take any action that would place me in a position that is hostile to other Class Members.

SERVICE AS A CLASS REPRESENTATIVE

12. I believe that were it not for my stepping forward and taking on the duties of protecting

1 the interests of other Defendant employees, it is likely that the interests of the class would neither have
2 been prosecuted, nor benefited. To my knowledge, other than the litigation encompassed by this
3 proposed Settlement, there is no other litigation, on a class or individual basis, concerning the claims in
4 this lawsuit. Nor has Defendant pointed to any.

5 13. I have assumed some long-lasting risk in prosecuting this case. Because it is so easy to
6 search for information online these days, I will face an increased risk that future employers will
7 discover information about this lawsuit online and have a negative reaction to learning that I sued an
8 employer. This may make it harder for me to obtain future employment or change jobs for a better
9 opportunity.

10 14. I have devoted a substantial amount of my time, both before this lawsuit was filed and
11 also during its litigation to ensure a fair result for the employee class. This involved ongoing
12 communications and participation with my counsel during the course of this case.

13 15. My participation began with bringing certain issues that are involved in this matter to
14 my counsel's attention, and explaining the factual background that was used to prosecute the claims in
15 this case.

16 16. For example, I reviewed documents which I already had, I provided relevant documents
17 to my counsel, and I explained those documents and related facts to my counsel to assist them in their
18 review. I also assisted in identifying potential witnesses, including other employees, who might
19 likewise have been of assistance.

20 17. My efforts continued after suit was filed. For example, I continued to identify
21 employees and other witnesses to counsel, along with other information as to how they could be of
22 potential use in this matter. I also discussed strategy with my counsel.

23 18. I also participated in the full day mediation. I was available throughout the day to
24 answer all questions that came up during the course of the mediation.

25 19. After the mediation, a long-form settlement agreement was negotiated, and I reviewed it
26 with my attorneys as well as I was able to ensure that its terms are likewise fair and adequate.

27 20. In sum, I believe I have provided well over 50 hours of my time during the course of
28 this litigation to ensure a good outcome for the best interests of the class.

21. I do not believe that I have any conflicts with Class Members included in this proposed Settlement.

22. I have no relationship of any sort with the proposed settlement Administrator, Apex Class Action LLC.

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

Executed on 1/16/2026, in California.

DocuSigned by:

Jorge Arellano

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JORGE M. ARELLANO RODRIGUEZ,
"Declarant"