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19 *Attorneys for Plaintiffs*

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
21 **FOR THE COUNTY OF VENTURA**

22 NOEL OCHOA and VERONICA LUNA, on
23 behalf of themselves and all others similarly
24 situated,

25 Plaintiffs,
26 vs.

27 C&W FACILITY SERVICES INC.; and
28 DOES 1 through 100, inclusive,
Defendants.

Case No. 2023CUOE015787

CLASS ACTION

*[Assigned for all purposes to Hon.
Charmaine H. Buehner, Dept. J4]*

**DECLARATION OF NOEL OCHOA IN
SUPPORT OF APPROVAL OF CLASS
ACTION SETTLEMENT**

DECLARATION OF NOEL OCHOA

I, NOEL OCHOA, declare as follows:

1. I am an individual over the age of 18 and am the named plaintiff in this matter against C&W Facility Services, Inc. (“C&W” or “Defendant”). 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 am a former employee of C&W, where I worked as a non-exempt employee Maintenance Technician III from approximately November 2019 through November 2022.

3. While working for C&W, I believe that I was not paid all of the minimum and overtime wages to which I was entitled, and that I did not receive all of my off-duty meal breaks or rest breaks. I also believe that I was not paid meal or rest period premium wages. I also believe that I was not reimbursed for the expenses I incurred during my employment. As a result, I understand that I was not provided with accurate wage statements and was not paid all wages owed to me at the end of my employment.

4. When I first discussed this case with my attorneys and agreed to move forward with this case, I understood that this lawsuit could benefit other C&W employees by helping to recover unpaid wages and other penalties. I knew that filing a lawsuit carries risk, including the risk of being responsible for C&W’s costs if the case were lost. But I accepted this risk because I wanted to vindicate my and other C&W employees’ rights. Even though I understood that filing a lawsuit is a public record, I accepted that burden in order to help other C&W employees.

5. I have been actively involved in this case since I first had discussions with my attorneys at Abramson Labor Group about a potential class action back in October 2023. I have had many discussions with my attorneys throughout this case to discuss C&W’s policies and practices, identify potentially helpful documents and witnesses, and discuss case strategy. I also spent significant time searching my own documents. I also spent time reviewing the Settlement Agreement with my attorneys. I estimate that I have spent at least 40-45 hours on this case from the time I first spoke with my attorneys regarding this case until the present.

6. As part of the proposed Settlement, I understand that my attorneys will request that the Court approve a service payment of \$10,000 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 as well as the risks I have undertaken as the class representative, as well as for my agreement to provide a full release of claims related to my employment with C&W that extends beyond the release of claims applicable to other class members. My support of the Settlement is not conditioned on my receipt of the requested service payment.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct, and this declaration was executed by me on 10/13/2025.

Noel Ochoa (Oct 13, 2025 20:20:58 PDT)

NOEL OCHOA