

1 **JUSTICE FOR WORKERS, P.C.**

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6 Attorneys for Plaintiff ERIC ECHEVERRIA

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BENITO**

10 ERIC ECHEVERRIA, an individual and on
11 behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 FIRECLAY TILE, INC., a Delaware
15 corporation; and DOES 1 through 50,

16 Defendants.

Case No.: CU-23-00249

[Assigned for All Purposes to:
Hon. J. Omar Rodriguez, Dept. 1]

**DECLARATION OF ERIC
ECHEVERRIA IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

(Filed concurrently with Motion for
Preliminary Approval; Declarations of
William C. Sung, Tiffany L. Luu, and Apex
Class Action, LLC; [Proposed] Order)

DATE: To be assigned
TIME: To be assigned
DEPT.: 1

Action Filed: November 3, 2023
Trial Date: Not Set

1 I, Eric Echeverria, hereby declare as follows:

2 1. I am an individual over the age of 18 year and the named Plaintiff in the above-
3 captioned matter. This declaration is submitted in support of approval of the proposed class action
4 settlement (“Settlement”) reached in this case. I have personal knowledge of the facts contained in
5 this declaration, and if called as a witness, could and would testify as to their accuracy.

6 2. I worked for Defendant Fireclay Tire, Inc. (“Fireclay”) as a Machine Operator from
7 October 2019 to November 9, 2023. During my employment with Fireclay, I was subject to
8 Fireclay’s wage and hour policies and practices that are at issue in this case.

9 3. During my employment at Fireclay, I worked over 10 hours in a shift and was
10 subject to Fireclay’s rounding, meal and rest period, and incentive compensation and payroll
11 policies and practices. I believe I was not paid all wages due to me as a result of Fireclay’s rounding
12 and incentive compensation policies and practices, was not provided with compliant first and
13 second meal periods or third rest periods when I worked more than 10 hours in a shift, was not
14 provided accurate wage statements, and was not paid all wages due upon the separation of my
15 employment.

16 4. I have been actively involved in this case since I first retained Justice for Workers,
17 P.C. (“JFW”) in October 2023. Without waiving the attorney-client privilege, prior to filing this
18 lawsuit, my attorneys explained my role and responsibilities as a Class Representative, and I
19 understand my responsibilities as a Class Representative. Since retaining my attorneys, I have had
20 many discussions with the attorneys and staff at JFW, including discussions regarding Fireclay’s
21 wage and hour practices and my claims in this case, potential witnesses, litigation strategy, updates
22 on how the case was proceeding, the Settlement, and how I could help the case and potential Class
23 Members. I also gathered and reviewed documents for use in the lawsuit and reviewed relevant
24 documents with my attorneys. I estimate that I have spent at least 30 hours on this case from the
25 time I first spoke with my attorneys regarding this case until the present. I also understand that as
26 part of the Settlement, I have agreed to a general release of claims against Fireclay, which is broader
27 than the release of claims agreed to by other Class Members. As far as I am aware, I have no actual
28 or potential conflicts with any Class Members.

1 5. Importantly, when this lawsuit was filed on November 3, 2023, I was a current
2 employee of Fireclay. I understood that this lawsuit could benefit former and current Fireclay
3 employees by helping to recover their unpaid wages, unpaid meal and rest period premiums, and
4 other penalties. I knew there was a risk for whistleblowing and filing this lawsuit. I accepted that
5 risk to help Fireclay's employees. Fireclay terminated my employment on November 9, 2023.

6 6. I understand that my attorneys will request that the Court approve a service award
7 of \$10,000 for my efforts on behalf of the Class. I believe this amount is reasonable based on the
8 amount of time and effort I have devoted to this case, the risks I have undertaken as a Class
9 Representative, and my general release of claims, as described above. My support for the Settlement
10 is not contingent on my receiving this service award.

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

13 Executed on August 22, 2024 at Salinas, California.

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15 

16 Eric Echeverria