

HAINES LAW GROUP, APC

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

SERGIO HUIZAR, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

J. VELARDE, INC. d.b.a. CRYSTAL
CHRYSLER DODGE JEEP RAM, a California
Corporation; ROBERT N. LA TORRE, INC.
d.b.a. TORRE NISSAN, a California Corporation;
GEOVEL INC. d.b.a. I-10 CHRYSLER DODGE
JEEP RAM, a California Corporation; and DOES
1 through 100,

Defendants.

Case No.: CVRI2306697

*[Assigned for all purposes to the Hon.
Harold W. Hopp; Dept. 1]*

**DECLARATION OF PLAINTIFF
SERGIO HUIZAR IN SUPPORT OF
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 16, 2025
Time: 8:30 a.m.
Dept.: 1

Reservation ID: 950123964443

Complaint Filed: December 13, 2023
Trial Date: None Set

DECLARATION OF SERGIO HUIZAR

I, Sergio Huizar, 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 Defendants J. Velarde, Inc. dba Crystal Chrysler Dodge Jeep Ram, Robert N. La Torre, Inc. dba Torre Nissan, and Geovel Inc. dba I-10 Chrysler Dodge Jeep Ram (“Defendants”) as a Service Drive Manager and Greeter since approximately April 2021. During my employment with Defendants, I was subject to Defendants’ wage and hour policies that are at issue in this case.

3. During my employment with Defendants, 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 also was not able to take rest breaks due to understaffing and work demands. During my employment with Defendants, I also received non-discretionary bonuses that I do not believe were included in my regular rate of pay when Defendants calculated my overtime pay, resulting in unpaid overtime wages. During my employment, I clocked in and out through Defendants’ timekeeping system which I believe rounded my hours worked to the nearest quarter of an hour. As a result of this rounding system, I do not believe I was paid for all hours worked. As a result of these violations, it is my understanding that I was not paid all final wages owed to me by Defendants 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 Defendants’ 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

1 potential Class Members. I also gathered and reviewed documents for use in the lawsuit and
2 reviewed relevant documents with my attorneys. I estimate that I have spent at least 30-35 hours
3 on this case from the time I first spoke with my attorneys regarding this case until the present. I
4 also understand that as part of the Settlement, I have agreed to a general release of claims against
5 Defendants, which is broader than the release of claims agreed to by other Class Members.

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

14 6. I understand that my attorneys will request that the Court approve an enhancement
15 payment of \$5,000.00 for my efforts on behalf of the Settlement Class. I believe this amount is
16 reasonable based on the amount of time and effort I have devoted to this case and the risks I have
17 undertaken as a class representative, and my general release of claims, as described above. My
18 support for the Settlement is not contingent on me receiving this service award.

19 I declare under penalty of perjury under the laws of the State of California and the United
20 States that the foregoing is true and correct. Executed on Sep 3, 2025 in
21 Cathedral city, California.

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Sergio Huizar (Sep 3, 2025 15:15:06 PDT)
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