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Attorneys for Plaintiff, ELLEN ANN SOUZA,
on behalf of all others similarly situated

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

ELLEN ANN SOUZA, an individual, and on
behalf of all others similarly situated,

Plaintiff,

v.

GENERAL PLUMBING SUPPLY
COMPANY, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendant.

CASE NO.: S-CV-0052511

[Assigned for all purposes to the Hon. Leon A.
Dixson in Dept. 40]

**DECLARATION OF PLAINTIFF ELLEN
ANN SOUZA IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

1 **DECLARATION OF PLAINTIFF ELLEN ANN SOUZA**

2 1. I am a party to this action and reside in the State of California. I am fully competent
3 to make this declaration. I have personal knowledge of the facts set forth herein, except for those
4 stated on information and belief, and as to those I am informed and believe them to be true. If
5 called upon to testify, I could and would testify as set forth herein.

6 2. I make this Declaration in support of Plaintiff's Motion for Preliminary Approval
7 of Class and Representative Action Settlement.

8 3. I was employed by Defendant General Plumbing Supply Company, Inc. as a non-
9 exempt, hourly-paid employee, from approximately November 1, 2013 through June 1, 2023. I
10 worked as a Showroom Salesperson. My duties included, among other things, helping customers
11 make plumbing selections for their projects, assisting with purchasing plumbing fixtures,
12 communicating with customers, directing phone calls, and assisting with warehouse inventory
13 issues.

14 4. I am informed and believe that, throughout my employment with Defendant, I and
15 other non-exempt, hourly-paid employees of Defendant were not paid all wages owed because we
16 were not paid for all time under Defendant's control, or for all time that we were suffered or
17 permitted to work by Defendant. I was paid commissions during my employment, and I am
18 informed and believe that those commissions were not always properly included in calculating
19 overtime and other premium wages owed to me and other employees. I am further informed and
20 believe that we were not paid all overtime and minimum wages owed because, among other things,
21 Defendant failed to record and pay for all time worked, including time spent dealing with
22 timekeeping issues, walking from designated employee parking areas to the facility, locating and
23 using the timekeeping system, and performing work before clocking in, after clocking out, and
24 during meal periods.

25 5. During my employment with Defendant, I often took meal periods that were late,
26 short, interrupted, or not duty-free. I also witnessed other non-exempt, hourly-paid employees
27 taking meal periods that were late, short, interrupted, or not duty-free. This occurred because
28 Defendant was often understaffed, customer needs were prioritized, and I and other employees

1 were frequently expected to assist customers, answer calls, or respond to supervisor requests even
2 when we should have been receiving uninterrupted meal periods.

3 6. Although Defendant sometimes paid meal period premiums, I do not believe those
4 payments fully compensated me or other employees for all late, short, interrupted, missed, or non-
5 duty-free meal periods. I am informed and believe that my coworkers likewise were not always
6 paid all premium wages owed when compliant meal periods were not provided.

7 7. I do not believe I was provided with the opportunity to take full, uninterrupted 10-
8 minute rest periods while working for Defendant, and I am informed and believe that my
9 coworkers were often not provided with that opportunity either. Given the workload, customer
10 demands, staffing issues, and the expectation that customers be assisted promptly, it was often not
11 realistic to take full, uninterrupted rest periods.

12 8. I do not recall receiving premium pay for rest periods that I was not provided an
13 opportunity to take, and I am informed and believe that my coworkers likewise were not provided
14 premium pay when they were not provided compliant rest periods.

15 9. I am also informed and believe that Defendant did not reimburse me and other
16 employees for all necessary business expenses incurred in performing our work, including the use
17 of personal cell phones and, at times, personal vehicles for work-related purposes.

18 10. Before and during the course of this litigation, I was actively involved in assisting
19 my attorneys in support of the wage-and-hour claims asserted in this Action. My involvement
20 began before the initial complaint was filed, when I provided first-hand knowledge and
21 information regarding Defendant's pay practices, timekeeping practices, meal and rest period
22 practices, reimbursement practices, vacation/final wage practices, and other wage-and-hour
23 policies and practices.

24 11. Part of the information I relayed concerned Defendant's timekeeping policies and
25 practices, including off-the-clock work, unpaid wages, overtime and regular-rate issues, meal period
26 practices, rest period practices, reimbursement practices, wage statement issues, and final pay issues.

27 12. I provided my attorneys with the documents and information available to me
28 concerning my employment with Defendant.

1 13. I assisted my attorneys in reviewing timekeeping records, payroll records, wage
2 statements, and employment documents, and informed them whether Defendant's written policies
3 matched what actually occurred in practice during my employment.

4 14. My attorneys spoke with me several times throughout the litigation to ask questions
5 about the facts of the case, and I also contacted my attorneys to stay updated on the case and offer
6 assistance whenever I could. I was also available in connection with mediation, during which I
7 remained available to answer questions concerning the asserted claims and Defendant's positions.
8 In addition, after the mediation, I worked with my attorneys to understand and execute the long-
9 form Class and PAGA Settlement Agreement.

10 15. Since the matter resolved through mediation, I have remained in contact with my
11 attorneys regarding the status of the settlement and to help ensure there is no undue delay in
12 obtaining relief for the class and aggrieved employees.

13 16. I believe that, through the present, I have spent at least twenty-five (25) hours in
14 connection with this matter, including time spent speaking with my attorneys; participating in the
15 intake process; searching for and providing documents and information relating to my
16 employment; reviewing and discussing timekeeping records, payroll records, wage statements,
17 and employment documents; discussing Defendant's pay, overtime, timekeeping, meal period,
18 rest period, reimbursement, wage statement, and final pay practices; being available in connection
19 with mediation; reviewing and understanding the settlement agreement; staying updated regarding
20 the status of the case; and preparing this declaration in support of Plaintiff's Motion for
21 Preliminary Approval of Class and Representative Action Settlement.

22 17. I feel that by bringing this lawsuit, I could stand up for not only my rights but the
23 rights of other employees who suffered from the same unfair wage practices. I also understood
24 that many current employees might not want to share their experiences or challenge Defendant's
25 practices because they may fear retaliation or losing their jobs. This is certainly understandable as
26 I, too, have to provide for myself and others.

27 18. By bringing this lawsuit, I have put the interests of the class ahead of my own.

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19. I understood that I could possibly earn a small enhancement if this case is resolved favorably. I also knew that I could face retaliation from Defendant and backlash from former coworkers who are loyal to Defendant. I have also had to provide a general release of claims and a waiver of rights under California Civil Code Section 1542 to Defendant as part of the settlement. My understanding, in addition, is that if I brought this case individually, I may have earned more compensation individually and on a much quicker timeline than the timeline to resolve this Action.

20. My goal in bringing this lawsuit was to obtain a recovery on behalf of the class, and, even more importantly, to put an end to what I believe are illegal practices on the part of Defendant. I believe I have achieved both through this lawsuit and settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct this 17 day of September 2026, at Colfax, California.

Ellen Souza

ELLEN ANN SOUZA