

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

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SAN BERNARDINO**

10 ERNESTO AGUIRRE, an individual and on  
11 behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 AFTON PROPERTIES, INC., a California  
15 corporation; STAFFPAY, LLC, a California  
16 limited liability company; and DOES 1 through  
17 50,

Defendants.

Case No.: CIVSB2412177

[Assigned for All Purposes to:  
Wilfred J Schneider, Jr., Dept. S32]

**DECLARATION OF ERNESTO  
AGUIRRE IN SUPPORT OF MOTION  
FOR APPROVAL OF PAGA  
SETTLEMENT**

(Filed concurrently with Motion for Approval  
of PAGA Settlement; Supporting  
Declarations; and [Proposed] Order)

DATE: April 21, 2026

TIME: 8:30 a.m.

DEPT: S32

Action Filed: December 17, 2023

Trial Date: Not Set

1 I, Ernesto Aguirre, 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 was employed by Defendants Afton Properties, Inc. (“Defendant Afton”) and  
7 Staffpay, LLC (“Defendant Staffpay”; collectively, “Defendant”). Defendant Staffpay placed me to  
8 work for Defendant Afton as an hourly paid, non-exempt employee from approximately May 2023  
9 to February 2024 as a maintenance technician in Redlands, California. During my employment with  
10 Defendant, I was subject to Defendant’s wage and hour policies and practices that are at issue in  
11 this case.

12 3. Specifically, I often worked off the clock during my meal breaks and before I  
13 clocked in without pay, I often was unable to take compliant meal and rest breaks because of my  
14 workload, I received incentive compensation which I believe was not factored into the regular rate  
15 pay, and I had to use my personal cellphone for work. As a result of the foregoing issues, I believe I  
16 received inaccurate wage statements and was not paid all wages when my employment with  
17 Defendant ended. I believe other non-exempt employees of Defendant were subject to the same  
18 policies and procedures discussed above and that my claims against Defendant for unpaid wages  
19 and statutory and civil penalties are typical of Class Members’ claims.

20 4. I have been actively involved in this case since I first retained Justice for Workers,  
21 P.C. (“JFW”) in March 2024. Without waiving the attorney-client privilege, prior to filing this  
22 lawsuit, my attorneys explained my role and responsibilities as a PAGA Representative, and I  
23 understand my responsibilities as a PAGA Representative. Since retaining my attorneys, I have had  
24 many discussions and meetings with the attorneys and staff at JFW, discussions regarding  
25 Defendant’s wage and hour practices and my claims in this case, litigation strategy, updates on how  
26 the case was proceeding, the Settlement, and how I could help the case and potential Aggrieved  
27 Employees. I also gathered and reviewed documents for use in the lawsuit and reviewed relevant  
28 documents with my attorneys.

5. Furthermore, there is no conflict between my interests and the interests of the Aggrieved Employees that I am seeking to represent. My interests are entirely coextensive with the interests of Aggrieved Employees. I allege that I was injured by the same company-wide policies and practices to which Aggrieved Employees were subjected and seek the same relief. I have already demonstrated my ability to advocate for the interests of Aggrieved Employees by initiating this litigation, undertaking extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

6. I understood that at the time I filed this action, as a PAGA Representative, I owed a duty to Aggrieved Employees to faithfully prosecute this action with their best interests at the forefront of every decision. I understood that I could not make any decision in this action for the sole benefit of my personal interest. I understood that in executing this duty, I might have been asked to sacrifice my personal best interests for the benefit of the interests of the putative class members. Nevertheless, I knowingly and voluntarily undertook this duty in order to provide the broadest possible relief for my former co-workers for what I perceived to be Defendant's unlawful wage and hour practices. I believe that I faithfully executed the duties of a PAGA Representative throughout this litigation and will continue to do until this litigation is fully and finally resolved.

7. I understand and agree, as part of this settlement, to settle my individual wage and hour claims against Defendants for \$10,000.

8. I do not have any conflict of interest with the proposed Administrator, ILYM.

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

Executed on February 4, 2026 at Yucaipa, California.

Ernesta Gonz

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Ernesto Aguirre