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Attorneys for Plaintiff Gabriel Guerrero

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

GABRIEL GUERRERO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

SILVER LAKES ASSOCIATION, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2403018

[Assigned for all purposes to the Hon. David E.
Driscoll, Dept. S-22]

CLASS ACTION

**DECLARATION OF GABRIEL GUERRERO
REGARDING MOTIONS FOR APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: March 28, 2025
Time: 8:30 a.m.
Courtroom: Dept. S22 - SBJC
Judge: Hon. David E. Driscoll

Action Filed: March 11, 2024
Trial Date: Not Set

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DECLARATION OF GABRIEL GUERRERO

I, GABRIEL GUERRERO, declare as follows:

1. I am a named Plaintiff in this case. I am a former employee of the named defendant, SILVER LAKES ASSOCIATION ("Defendant"). As such, I have personal knowledge of, or am informed and believe, the following facts herein stated. If called as a witness. I could and would testify competently to the following:

JOB DUTIES AND EXPERIENCES

2. I worked for Defendant during the Settlement Class Period. My employment began on about June 2020 and ended on or about March 2023. I held the job position of Code Enforcement Officer, one of the positions that is at issue in this case and included within the class.

3. My job duties included checking for appropriate association credentials to confirm association membership.

4. Among other problems, I experienced rounding of my timeclock punches, off-the-clock work, regular rate pay calculation errors, meal period disruptions, uncompensated use of my cell phone for work purposes, rest break interruptions, and delays waiting to clock in due to Covid-19 temperature checks. As a result of these issues, I did not receive all wages when due and my wage statements were not always accurate.

DUTIES OF A CLASS REPRESENTATIVE

5. This lawsuit is not an individual lawsuit. It is a proposed class action. I understand that, if approved as a class representative in this matter, I have an obligation to do my best to look out for the interests of other class members, the current and former employees of Defendant who I am seeking to represent. I understand that my obligations to the class exist even when the class is certified solely as part of a class action settlement. It is my understanding that, as one part of this duty to the class, I cannot agree to a settlement to benefit myself to the exclusion of the rest of the class members. I have never asked my attorneys to simply settle this matter at any cost. Rather, I have asked them to obtain the best

1 settlement they could within reason, and I believe that they have attempted to do so.

2 6. This case was filed one year ago, and I understand that it will continue for at least one
3 more year, even if the proposed settlement is approved. I have never asked to be relieved from my role
4 as a proposed class representative. To the contrary, I have made myself available whenever my
5 attorneys wanted to discuss aspects of my employment by Defendant, and I remain committed to seeing
6 this matter through to the end.

7 7. I have conferred with my attorneys about the settlement proposed in this case. I am not
8 an accountant, but I understand the factors and risks that need to be considered when evaluating a
9 settlement.

10 8. Summing it all up in the simplest terms, I am asking to be stand-in for other
11 employees of Defendant. Because of that, I cannot quit on the Class, and I cannot put myself and my
12 interests before the Class. I accept these duties and request that I be approved as the class
13 representative for purposes of this amended Settlement.

14
15 COMMUNITY OF INTEREST: TYPICALITY AND ADEQUACY

16 9. I was an hourly non-exempt employee of Defendant and was subject to the same pay
17 structure and rules as all the other hourly non-exempt employees of Defendant.

18 10. I am not aware of anything special about me that would raise unique defenses to my
19 claims, as opposed to the claims of the class. I am also not suing for anything unique to me. Rather, my
20 claims are based upon the same facts that relate to the rest of the Class.

21 11. I do not believe that I have any conflicts with Class Members included in this proposed
22 Settlement. I do not have any intention to take any action that would place me in a position that is hostile
23 to other Class Members.

24
25 SERVICE AS A CLASS REPRESENTATIVE

26 12. I believe that were it not for my stepping forward and taking on the duties of protecting
27 the interests of other Defendant employees, it is likely that the interests of the class would neither have
28 been prosecuted, nor benefited. To my knowledge, other than the litigation encompassed by this

1 proposed Settlement, there is no other litigation, on a class or individual basis, concerning the claims in
2 this lawsuit.

3 13. I have assumed some long-lasting risk in prosecuting this case. Because it is so easy to
4 search for information online these days, I will face an increased risk that future employers will
5 discover information about this lawsuit online and have a negative reaction to learning that I sued an
6 employer. This may make it harder for me to obtain future employment or change jobs for a better
7 opportunity.

8 14. I have devoted a substantial amount of my time, both before this lawsuit was filed and
9 also during its litigation to ensure a fair result for the employee class. This involved ongoing
10 communications and participation with my counsel during the course of this case. I spent about five
11 hours searching for attorneys who focused on employment issues.

12 15. My participation began with bringing certain issues that are involved in this matter to
13 my counsel's attention, and explaining the factual background that was used to prosecute the claims in
14 this case. The intake process, spread over several long telephone conferences, took about four hours in
15 total.

16 16. For example, I reviewed documents which I already had, I provided relevant documents
17 to my counsel, and I explained those documents and related facts to my counsel to assist them in their
18 review. I also assisted in identifying potential witnesses, including other employees, who might
19 likewise have been of assistance. After I hired my attorneys, the search for documents and the initial
20 discussions with my attorneys to provide them with information took about three hours in total.

21 17. My efforts continued after suit was filed. For example, I continued to identify
22 employees and other witnesses to counsel, along with other information as to how they could be of
23 potential use in this matter. I also discussed strategy with my counsel. At other times I called my
24 attorneys to receive updates about the progress of the case. All of my follow-up calls with my lawyers
25 took about four hours in total.

26 18. I also made myself available to answer any questions that arose during the full day
27 mediation.

28 19. After the mediation, a short version of the settlement was prepared, which was called a

memorandum of understanding. I reviewed that agreement with my attorneys. Later, a long-form settlement agreement was negotiated, and I reviewed it with my attorneys as well as I was able to ensure that its terms are likewise fair and adequate. The settlement agreement is long and complicated. It took me more than an hour to read the long-form settlement agreement. I then spoke with my attorneys about the Settlement. Overall, the process of reviewing the written terms of the Settlement took about four hours.

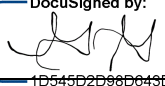
20. In sum, I believe I have provided well over 20 hours of my time during the course of this litigation to ensure a good outcome for the best interests of the class.

21. I do not believe that I have any conflicts with Class Members included in this proposed Settlement.

22. I have no relationship with the Administrator selected to administer this proposed Settlement.

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

Executed on 2/26/2025, in California.

DocuSigned by:


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GABRIEL GUERRERO, "Declarant"

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., Suite 3100, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **DECLARATION OF GABRIEL GUERRERO REGARDING MOTIONS FOR APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Joshua D. Carlon
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
251 South Lake Avenue, Suite 360
Pasadena, California 91101
joshua.carlon@aalrr.com

Counsel for Defendant SILVER LAKES ASSOCIATION

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY ELECTRONIC SERVICE:** Pursuant to the Court’s Order directing Electronic Service, the above-named document(s) has (have) been electronically served on counsel of record by an approved electronic service provider. The transmission of these documents was reported complete and a copy of the service confirmation will be maintained, along with the original document(s) and proof of service in our office.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **March 3, 2025** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature