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similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

FIDENCIO PEREZ, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

CALO COSTA MESA LLC, a California
limited liability company; CALO LAGUNA
NIGUEL, LLC, a California limited liability
company; CALO EL SEGUNDO LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 24STCV18135

[Assigned for All Purposes to the Hon. Laura A.
Seigle in Dept. 17]

**DECLARATION OF PLAINTIFF
FIDENCIO PEREZ IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

DECLARATION OF FIDENCIO PEREZ

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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 Defendants Calo Costa Mesa LLC; Calo Laguna Niguel, LLC;
9 and Calo El Segundo LLC as a non-exempt employee, specifically as a line chef, with duties that
10 included, but were not limited to, cooking food orders for customers, preparing food, and washing
11 dishes, within California from approximately September 2023 through approximately June 2024.

12 4. I am informed and believe that, throughout my employment with Defendants,
13 myself and other non-exempt, hourly paid employees of Defendants were not paid all wages owed
14 because we were not paid for all time under Defendants' control, or for which we were suffered
15 or permitted to work by Defendants. In addition, I am informed and believe we were not paid all
16 overtime hours worked at the overtime rate of pay owed due to, without limitation, failure to
17 record all time worked and failure to pay for off-the-clock work.

18 5. During my employment with Defendants, I often took meal periods that were after
19 the fifth hour, short, or not duty-free. I witnessed other non-exempt, hourly paid employees with
20 my job duties often taking meal periods that were after the fifth hour, short, or not duty-free, as
21 well.

22 6. I do not recall receiving any premium pay for the full, timely and uninterrupted
23 meal periods I was not provided an opportunity to take and I am informed and believe that my
24 coworkers were not provided premium pay for not being provided with the opportunity to take
25 full, timely and uninterrupted meal periods either.

26 7. I do not believe I was provided with opportunities to take full, uninterrupted 10-
27 minute rest periods while working with Defendants and am informed and believe my coworkers
28 were often not provided with such an opportunity, either.

1 8. I do not recall receiving any premium pay for the full rest breaks I was not provided
2 an opportunity to take and am informed and believe that my coworkers were not provided
3 premium pay for not being provided with the opportunity to take full, uninterrupted 10-minute
4 rest periods, either.

5 9. Before and during the course of litigation, I was actively involved in assisting my
6 attorneys to support the wage and hour claims asserted. My involvement began before the initial
7 complaint was filed wherein, I provided first-hand knowledge and documentation as to
8 Defendants' practices, their ownership and corporate structure, and their wage and hour policies
9 and practices.

10 10. Part of the information I relayed was with regard to Defendants' timekeeping policies
11 and practices, and their meal and rest period policies and practices.

12 11. I provided them with all the documentation provided to me by Defendants during my
13 employment.

14 12. I assisted in reviewing time and payroll records with my attorneys, and informed
15 them of Defendants' employment policies, and whether those policies matched Defendants'
16 practices.

17 13. My attorneys called me to ask me questions over several times throughout the
18 litigation and I contacted my attorneys several times to stay updated on the case and offer my
19 assistance on any matters I could be helpful with. I was also present at mediation, during which I
20 was available to answer the questions posed by the mediator regarding the asserted claims, as well
21 as arguments raised by Defendants. In addition, I worked with my attorneys over the next several
22 weeks after mediation to understand and execute a long form settlement agreement.

23 14. Over the past several months since the mediation was resolved on June 5, 2025, I
24 have stayed in touch with my attorneys to ensure that there was no undue delay in payment for
25 other class members for whom I brought this Action.

26 15. I believe that, through the present, I have spent at least 27 hours in connection with
27 this matter, which included time spent having preliminary calls with my attorneys; doing an intake
28 with my attorneys; time spent searching for documents relating to my employment; time spent

1 responding to informal discovery; time spent reading and understanding the Settlement
2 Agreement; time spent answering calls to discuss Defendants' timekeeping, pay, meal and rest
3 periods, and to review time and payroll records; time spent discussing with my attorneys
4 Defendants' policies and practices; time spent on-call at mediation; and time spent checking in on
5 the status of the case, among other things. I also spent time preparing this declaration to support
6 Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement.

7 16. I feel that by bringing this lawsuit, I could stand up for not only my rights but the
8 rights of other employees who suffered from the same unfair wage practices. I felt that current
9 employees might not want to share their experiences with Defendant since they feared losing their
10 jobs. This is certainly understandable as I, too, have to provide for myself and others.

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

12 18. I understood that I could possibly earn a small enhancement if this case is resolved
13 favorably. I also knew that I could face retaliation from Defendants and backlash from former
14 coworkers who are loyal to Defendants. I have also had to provide a general release of claims to
15 Defendants as part of the settlement. My understanding, in addition, is that if I brought this case
16 individually, I may have earned more compensation individually and on a much quicker timeline
17 than the timeline to resolve this Action.

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

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct this 4s day of May 2026, at Santa ana, California.

23 *Fidencio Perez*
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25 FIDENCIO PEREZ
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