

JAMES HAWKINS APLC
JAMES R. HAWKINS SBN 192925
GREGORY MAURO, SBN 222239
MICHAEL CALVO, SBN 314986
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
James@jameshawkinsaplc.com
Greg@jameshawkinsaplc.com

Attorneys for MARIA REYES and DANIEL
MIRANDA, individually and on
behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – CIVIL COMPLEX

MARIA REYES, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

DMS BUILDING MAINTENANCE, INC., a
California Corporation, and DOES 1-50,
inclusive,

Defendants.

Case No. 30-2019-01077939-CU-CXC
CLASS AND REPRESENTATIVE ACTION

ASSIGNED FOR ALL PURPOSES TO THE
HON. MELISSA R. MCCORMICK; DEPT.
CX105

**DECLARATION OF PLAINTIFF DANIEL
MIRANDA IN SUPPORT OF PLAINTIFFS’
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING
Date: March 19, 2026
Time: 2:00 p.m.
Dept. CX105

Complaint Filed: June 28, 2024
FAC Filed: September 3, 2024
Trial Date: None

DECLARATION OF DANIEL MIRANDA

I, Daniel Miranda, declare as follows:

1. I am a named Plaintiff in this case. I am a former employee of Defendant DMS Building Maintenance, Inc. (“Defendant”). As such, I have personal knowledge, or am informed and believe, of the following facts. If called as a witness, I could and would testify competently to the following:

BACKGROUND OF EMPLOYMENT

2. I worked for Defendant in California from approximately 2007 to March 2024, as a janitor and supervisor. Throughout my employment, I was typically scheduled to work five days each workweek and about 40 hours each workweek, and I was paid on an hourly basis.

3. During my employment with Defendant, I believe that its wage and hour practices placed employees, including me, at a disadvantage. For instance, I was not paid for all the hours I worked, including not receiving split-shift premiums and not being compensated for off-the-clock work such as being required to clean the company vehicle while not clocked in. Also, due to the nature of my work, I regularly experienced problems with receiving full and uninterrupted 10-minute rest breaks and 30-minute meal breaks. Also, I did not receive reimbursement for necessary business expenses, such as for the use of my personal cellphone for work purposes and the purchase of various cleaning supplies and masks.

4. As a result of Defendant’s wage and hour practices, I have suffered unpaid wages and unreimbursed business expenses.

COMMONALITY AND PREDOMINANCE

5. Defendant’s wage and hour practices that affected me also affected all its non-exempt employees. For instance, I believe the practice of not paying for all hours worked was common among all Defendant’s employees. Other employees also experienced problems with receiving full and uninterrupted 30-minute meal breaks and 10-minute rest breaks, receiving premium wages, or receiving reimbursements for necessary business expenses they incurred.

6. As a result of Defendant’s wage and hour practices, I believe other employees and I were harmed and are therefore owed wages and reimbursements.

TYPICALITY AND ADEQUACY

7. I was employed by Defendant in California in an hourly paid, non-exempt position during the

1 alleged Class Period and was subject to the same pay structure and rules as all the other non-exempt
2 employees of Defendant. Accordingly, I have brought this class action case on behalf of all other employees
3 who are also or were at some point classified as non-exempt during their employment with Defendant. I
4 believe my alleged claims in this case impacted not only me but the entire Class.

5 8. I am not aware of anything special about me that would raise unique defenses to my claims,
6 as opposed to the claims of the Class. I am also not suing for anything unique to me; rather, my claims are
7 based upon the same facts that relate to the rest of the Class.

8 9. I do not believe I have any conflicts of interest with other Class Members and have agreed to
9 place Class interests above my own. I do not intend to take any action that would place me in a position that
10 is hostile to other Class Members.

11 10. I also do not believe I have any conflicts of interest with Apex Class Action, LLC, which is
12 the neutral entity that has been selected to administer the proposed Settlement Agreement.

13 DUTIES AS CLASS REPRESENTATIVE

14 11. This lawsuit is not an individual lawsuit; rather, it is a proposed class action. I understand that
15 as a Class Representative in this matter, I have an obligation to do my best to look out for the interests of
16 other Class Members. I understand my obligations to the Class exist even when the Class is certified solely
17 as part of a class action settlement. It is my understanding that, as one part of this duty to the Class, I cannot
18 agree to a settlement to benefit myself to the exclusion of the rest of the Class Members. I have never asked
19 my attorneys to simply settle this matter at any cost; rather, I have asked them to obtain the best settlement
20 they could, within reason, and I believe that they have attempted to do so.

21 12. I have conferred with my attorneys about the Joint Stipulation of Class and PAGA Settlement
22 and Release (the "Settlement Agreement") in this case. I am not an accountant, but I generally understand
23 the factors and risks that should be considered when evaluating a settlement. I believe the Settlement
24 Agreement is fair, adequate, and reasonable, and therefore, I would recommend the Court approve it.

25 13. I understand the obligations of being an adequate Class Representative include significant
26 responsibilities and a fiduciary duty to represent the Class, which means responding truthfully, completely,
27 and promptly to any information requests made by my attorneys; reviewing facts and claims in the case to
28 make certain the alleged Labor Code violations are redressed; participating dutifully in the litigation;

1 making myself available for any meetings, proceedings, and court hearings at which I am needed; and,
2 above all, putting Class interests above my own.

3 14. I brought this class action in full recognition and acceptance of my responsibilities as a
4 Class Representative, and I continue to appreciate the importance of my responsibilities as the litigation
5 continues.

6 15. This case was filed over one year ago, and since then, I have never asked to be relieved from
7 my role as a Class Representative. To the contrary, I have made myself available whenever my attorneys
8 wanted to discuss aspects of my employment by Defendant, and I remain committed to seeing this matter
9 through to the end.

10 16. My goal in bringing this lawsuit was to obtain a recovery on behalf of the Class, and, even
11 more importantly, to put an end to what I believe are illegal practices on the part of Defendant.

12 17. Summing it all up in the simplest terms, I asked to be the stand-in for other employees of
13 Defendant as a Class Representative. Because of that, I cannot quit on the Class, and I cannot put myself
14 and my interests before the Class. I accept these duties and request that I be appointed as a Class
15 Representative, for settlement purposes.

16 18. I believe that were it not for my stepping forward and taking on the duties of protecting the
17 interests of other Class Members in this case, it is likely that the interests of the Class would neither have
18 been prosecuted nor benefited. To my knowledge, other than the litigation encompassed by the proposed
19 Settlement Agreement, there is no other litigation, on a class, representative, or individual basis, concerning
20 the claims in this lawsuit, nor has Defendant pointed to any.

21 19. My participation began with bringing certain issues that are involved in this matter to my
22 attorneys' attention and explaining the factual background that was used to prosecute the claims in this case.
23 For example, I provided to my attorneys and reviewed with them documents from my employment by
24 Defendant that I had in my possession, and I explained those documents and related facts to my attorneys
25 to assist them in their review and analysis.

26 20. My efforts continued after the suit was filed. For example, I continued to provide information
27 to my attorneys and explained how they could be of potential use in this matter. I also made myself available
28 to answer questions from my attorneys during the mediation session that ultimately led to the proposed

Settlement Agreement.

21. I have been, and will continue to be, actively involved in assisting my attorneys to support this wage and hour action.

REASONABLENESS OF ENHANCEMENT PAYMENT

22. I understand the Settlement Agreement provides an enhancement payment to me in the amount of up to \$7,500.00, subject to the Court's approval, as a Class Representative, in an addition to any individual settlement payment I will receive as a Class Member. I believe this service award is fair compensation to me for initiating and helping to prosecute this case, for my effort and time on this case, and for the substantial risks I undertook with respect to agreeing to be a named Plaintiff in this case, including the negative impact this role may have on my future employability.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 1/12/2026, at State, California.

Signed by:

Daniel Miranda
464BD813F68047B...

Daniel Miranda