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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

GILBERT VILLEGAS, and ANDREW
BOJORQUEZ, each individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

CIDA SLEEP SYSTEMS, a California corporation;
and DOES 1 through 10, inclusive,

Defendants

Case No.: 2023CUOE017908
CLASS AND REPRESENTATIVE ACTION

[Hon. Matthew P. Guasco, Dept. 20]

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

*[Filed with Plaintiffs’ Notice of Motion and
Motion for Preliminary Approval, the
Declaration of Kane Moon, the Declaration of
Plaintiff Gilbert Villegas, and [Proposed]
Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:
Date: February 18, 2025
Time: 8:30 a.m.
Dept.: 20

Complaint filed: December 20, 2023
Trial date: Not set

DECLARATION OF ANDREW BOJORQUEZ

I, Andrew Bojorquez, declare as follows:

1. I am a named Plaintiff in this case. I am a former employee of defendant Cida Sleep Systems (“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 September 2017 to April 2024, as an R&D Specialist. Throughout my employment, I was typically scheduled to work five to six 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 believe I was not paid for all the hours I worked, including off-the-clock time required to clock into work and as a result of Defendant’s rounding policy and Defendant’s failure to incorporate all remuneration when calculating the correct overtime rate of pay, sick pay, and meal break premium pay. 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.

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

COMMONALITY AND PREDOMINANCE

5. I believe 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. I also believe other employees 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.

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TYPICALITY AND ADEQUACY

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

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

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

10. I also do not believe I have any conflicts of interest with ILYM Group, Inc., which is the neutral entity that has been selected to administer the proposed Settlement Agreement.

DUTIES AS CLASS REPRESENTATIVE

11. This lawsuit is not an individual lawsuit; rather, it is a proposed class action. I understand that 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. I understand 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 settlement they could, within reason, and I believe that they have attempted to do so.

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

13. I understand the obligations of being an adequate Class Representative include significant

responsibilities and a fiduciary duty to represent the Class, which means responding truthfully, completely, and promptly to any information requests made by my attorneys; reviewing facts and claims in the case to make certain the alleged Labor Code violations are redressed; participating dutifully in the litigation; making myself available for any meetings, proceedings, and court hearings at which I am needed; and, above all, putting Class interests above my own.

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

15. I joined this action over half a year ago, and since then, I have never asked to be relieved from my role as a Class Representative. To the contrary, I have made myself available whenever my attorneys wanted to discuss aspects of my employment by Defendant, and I remain committed to seeing this matter through to the end.

16. My goal in joining 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.

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

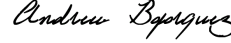
18. I believe that were it not for my stepping forward and taking on the duties of protecting the interests of other Class Members in this case, it is likely that the interests of the Class would neither have been prosecuted nor benefited. To my knowledge, other than the litigation encompassed by the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

19. My participation began with bringing certain issues that are involved in this matter to my attorneys' attention and explaining the factual background that was used to prosecute the claims in this case. For example, I provided to my attorneys and reviewed with them documents from my employment by Defendant that I had in my possession, and I explained those documents and related facts to my attorneys to assist them in their review and analysis. I also assisted in identifying potential witnesses, including other employees, who might likewise have been of assistance.

20. My efforts continued after I joined this suit. For example, I continued to identify employees and other witnesses to my attorneys, along with other information as to how they could be of potential use in this matter. I also made myself available to answer questions from my attorneys during the negotiation sessions 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.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 1/22/2025, at Oxnard, California.

DocuSigned by:

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 Andrew Bojorquez