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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – HALL OF JUSTICE COURTHOUSE

STEPHEN ARMAS, on behalf of others
similarly situated and the State of California
under the Private Attorneys General Act,

Plaintiffs,

v.

JJ&S ASBESTOS REMOVAL, INC., and DOES
1 through 50, inclusive,

Defendants.

Case No. 24CU000405C

[Assigned for all purposes to the Hon. Blaine K. Bowman, Dept. C-74]

DECLARATION OF PLAINTIFF JOSUE ISRAEL JERONIMO BRAN IN SUPPORT OF APPROVAL OF CLASS ACTION SETTLEMENT

Date: October 2, 2026
Time: 8:30 a.m.
Dept.: C-74

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JOSUE ISRAEL JERONIMO BRAN

1 **DECLARATION OF JOSUE ISRAEL JERONIMO BRAN**

2 I, JOSUE ISRAEL JERONIMO BRAN, declare as follows:

3 1. I am an individual over the age of 18 and the named plaintiff in this matter. This
4 declaration is submitted in support of approval of the proposed class action settlement (“Settlement”)
5 reached in this case. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I was an employee of Defendant JJ&S Asbestos Removal, Inc. (“Defendant”) from about
8 October 2022 through about April 2024. My title was General Laborer and my primary job duty was
9 removing asbestos, mold, and/or lead from properties. I was an hourly, non-exempt employee. During
10 my employment with Defendant, I, along with the other hourly, non-exempt employees, was required
11 to follow Defendant’s wage and hour policies and practices.

12 3. I am informed and believe, and on that basis state, that during my employment with
13 Defendant I was not paid for all of my time worked. Defendant required me to reduce my total number
14 of hours worked to reflect less than the hours I actually worked. Also, Defendant automatically recorded
15 that I took a one-hour lunch break, but I regularly returned to work from lunch before the one-hour
16 lapsed. As such, I do not believe I was compensated all minimum and overtimes wages owed.

17 4. I believe that I was not provided all meal and rest periods that I was entitled to as an
18 hourly employee of Defendant. Defendant did not require me to record or keep track of any lunch
19 breaks that I took, which were often after the fifth hour of work. Defendant did not provide second lunch
20 breaks when I worked more than 10 hours in a workday. Defendant also did not provide all rest breaks.
21 I was not paid meal and rest period premiums when I missed or received a late or missed lunch or rest
22 break.

23 5. I was not reimbursed for purchasing tools to perform my job. I was also not reimbursed
24 for using my personal cell phone for business purposes.

25 6. Because of the above issues at work, I do not believe I received accurate, itemized wage
26 statements, nor was I paid all wages owed to me when I stopped working for Defendant.

27 7. I retained Haines Law Group and Lidman Law, APC to represent me in my Labor Code
28 violation claims against Defendant.

1 8. I have worked closely with my lawyers on this case. I answered all of their questions
2 about my employment and made myself available to speak and meet with my lawyers whenever I was
3 needed, including the entire day of the mediation on December 4, 2025 and throughout the settlement
4 process.

5 9. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
6 my former co-workers and current employees of Defendant by helping them recover money owed to
7 them. As one of the named plaintiffs, I knew that I would be taking on certain risks that the other
8 employees would not have to take on. For example, I knew that there was a risk that I could be liable
9 for Defendant's costs if we lost the case. Even though I understood that joining a lawsuit is a public
10 record and could stigmatize me and may affect my future employability, I accepted that burden for the
11 benefit of other employees of Defendant because I wanted Defendant to pay their current and former
12 employees for all unpaid wages according to the law and face consequences for not doing so.

13 10. I have been actively involved in this case since joining this lawsuit. Without revealing
14 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
15 numerous occasions. I estimate that I have spent approximately 15-20 hours meeting with my lawyers
16 concerning the case and my responsibilities as a class representative, which included, among other
17 things, gathering various employment and non-employment related documents for use in the lawsuit,
18 reviewing documents with my lawyers and answering their questions, answering follow up questions
19 and providing guidance regarding Defendant's policies and procedures that Defendant required me and
20 the employees to follow, and helping develop a strategy as to what documents/information to obtain
21 from Defendant. In connection with the settlement in this case, I spent additional time reviewing the
22 settlement agreement and discussing the agreement and approval process with my attorneys. I made
23 sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted
24 to understand everything before I signed it.

25 11. I believe my claims are typical of the members of the Class because they were required
26 to follow the same policies and procedures I was required to follow when I worked for Defendant. I
27 believe Defendant's policies and procedures were the same for all employees in California. Since the
28 same policies and procedures apply to myself and the other employees, I believe they were not paid for

1 all wages earned, did not receive all lunch and rest breaks, did not receive accurate wage statements,
2 and were not paid all wages upon separation of employment with Defendant.

3 12. As far as I am aware, I have no conflicts with any Class Members or PAGA Group
4 Members. I understand that as the proposed class representative, I am responsible for representing the
5 interests of all members of the class in litigation to recover money damages for the Class and I consider
6 the interests of the Class and put the interests of the Class before my own interests.

7 13. I understand that my attorneys will request that the Court award me Service Payment of
8 \$10,000.00 for my service and efforts on the case. This proposed \$10,000.00 Service Payment is not
9 contingent upon me supporting the proposed Settlement.

10 I have reviewed this written statement and fully understand all of its contents. I declare under
11 penalty of perjury under the laws of the State of California that the foregoing is true and correct.
12 Executed on April 23, 2026, at Los Angeles, California.

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14 Josue Jeronimo Bran

15 JOSUE ISRAEL JERONIMO BRAN
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