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Attorneys for Plaintiff
JORGE PALATO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JORGE PALATO, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

HYDRO-AIRE AEROSPACE CORP., a
California corporation; and DOES 1 through
100,

Defendants.

Case No.: 24STCV19936

*[Case Assigned for all purposes to the Hon.
Carolyn B. Kuhl, SSC-12]*

**DECLARATION OF PLAINTIFF JORGE
PALATO IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 11, 2026
Time: 10:30 a.m.
Dept.: SSC-12

Action filed: August 7, 2024
Trial Date: None set

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I, JORGE PALATO, declare as follows:

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

2. I became employed by Defendant Hydro-Aire Aerospace Corp. (“Defendant”) as an hourly, non-exempt employee around the year 2007. I worked as an Assembler and was responsible for assembling motors for airplane brakes. During my employment with Defendant, I, along with the other hourly, non-exempt employees, was required to follow Defendant’s wage and hour policies and practices.

3. During my employment with Defendant, from the year 2020 through about June 2021, Defendant required me to arrive 10 to 15 minutes prior to my shift to stand in line waiting to undergo temperature checks prior to clocking in. Defendant did not compensate me for my time waiting in line and getting my temperature checked.

4. I do not believe I received all meal and rest breaks to which I was entitled. Specifically, as a result of Defendant's policies and practices, my meal breaks were often late and/or otherwise unlawful. Additionally, I believe I was not authorized and permitted to take all my legally required rest breaks due to the work demands and Defendant's practices of understaffing. Despite all of this, I was not paid meal period or rest period premiums.

5. Although I used my personal cellular phone for business purposes, Defendant did not reimburse me for my use.

6. Because of all of the above issues, I do not believe I received accurate, itemized wage statements, nor was I paid all of my wages owed at the time of my separation of employment with Defendant.

7. At the time of retaining my lawyers, I gave written approval of the attorney fee split.

8. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available to speak and meet with my lawyers whenever I was

needed, including the entire day of the mediation on April 10, 2025 and throughout the settlement process.

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

10. I have been actively involved in this case since joining this lawsuit. Without revealing and/or waiving attorney-client privileged communications, I have communicated with my attorneys on numerous occasions. I estimate that I have spent approximately 6-8 hours meeting with my lawyers concerning the case and my responsibilities as a class representative, which included, among other things, gathering various employment and non-employment related documents for use in the lawsuit, reviewing documents with my lawyers and answering their questions, answering follow up questions and providing guidance regarding Defendant's timekeeping, break schedules, and other policies and procedures that Defendant required me and the hourly employees to follow, and helping develop a strategy as to what documents/information to obtain from Defendant. In connection with the settlement in this case, I spent time reviewing the settlement agreement and discussing the agreement and approval process with my attorneys. I made sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted to understand everything before I signed it.

11. As part of the proposed Settlement, I have also agreed to a full general release of claims related to my employment with Defendant that extends beyond the release of claims applicable to members of the Class as defined in the Settlement. I understand that this includes all claims, whether known or unknown, under federal, state, or local law against Defendant.

12. I believe my claims are typical of the members of the Class because they were required to follow the same policies and procedures I was required to follow when I worked for Defendant. I

1 believe Defendant's policies and procedures were the same for all hourly employees in California.
2 Since the same policies and procedures applies to myself and the other hourly, non-exempt employees,
3 I believe they were not paid all minimum and overtime wages owed, did not receive all meal and rest
4 periods, did not receive all meal and rest period premium wages, were not reimbursed for personal cell
5 phone usage, did not receive accurate wage statements, and were not paid all wages owed upon
6 separation of employment.

7 13. As far as I am aware, I have no conflict of interest with any of the other hourly, non-
8 exempt employees.

9 14. I understand that as the proposed class representative, I am responsible for representing
10 the interests of all members of the class in litigation to recover money damages for the Class and I
11 consider the interests of the Class and put the interests of the Class before my own interests.

12 15. I understand that my attorneys will request that the Court award me Service Payment of
13 \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 Service Payment is not
14 contingent upon me supporting the proposed Settlement.

15 I have reviewed this written statement and fully understand all of its contents. I declare under
16 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

17 Executed on 05/22, 2025 at Los Angeles, California.

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Jorge palato (May 22, 2025 16:05 PDT)

20 JORGE PALATO
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