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Attorneys for Plaintiff BEATRIZ RAMIREZ,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

MARIBEL GONZALEZ and BEATRIZ RAMIREZ, as individuals and on behalf of all others similarly situated, Plaintiffs, vs. VOLT MANAGEMENT CORP., a Delaware Corporation; IKEA DISTRIBUTION SERVICES, INC., a Delaware Corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: BCV-24-103281 [*Assigned for all purposes to the Hon. Thomas S. Clark, Dept. 17*] **DECLARATION OF BEATRIZ RAMIREZ IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT** Date: December 1, 2026 Time: 8:15 a.m. Dept.: 17 Action Filed: September 26, 2024 Trial Date: Not Set

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DECLARATION OF BEATRIZ RAMIREZ

I, Beatriz Ramirez, declare:

1. I am over the age of 18 and am a Plaintiff and class representative in this matter. I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto.

2. This declaration is submitted in support of Preliminary Approval of the Class Action and PAGA settlement in this matter.

3. I worked for Defendants VOLT MANAGEMENT CORP.; IKEA DISTRIBUTION SERVICES, INC ("Defendants"), as a non-exempt hourly paid employee from on or around March 2021, through on or around June 19, 2021.

4. From the time of the filing of the lawsuit, I have understood that this is a class action lawsuit where I represent the interests of any and all current and former hourly non-exempt employees of Defendants in California during Class Period.

5. I believe while working for Defendants, I and all current and former non-exempt, hourly employees of Defendants who worked in California at any time during the Class Period, were subject to the same policies and procedures regarding payment of minimum and overtime wages, meal breaks, payment of meal break premium wages, rest breaks, payment of rest break premium wages, timely pay of wages during employment, wage statements, final payment of wages. I believe that the claims of any and all current and former hourly non-exempt employees of Defendants in California during Class Period are identical to mine because Defendants' policies and procedures applied to all of us.

6. I understand that I must continue to consider and protect the interests of all current and former non-exempt, hourly employees of Defendants who worked in California at any time during the Class Period. I have been protecting the rights of myself and any and all current and former hourly non-exempt employees of Defendants in California during Class Period, since approximately November of 2021 when first I started looking for an attorney before this lawsuit was filed. I have placed the interest of all current and former hourly non-exempt employees of

Defendants in California during the Class Period above my own throughout the duration of this lawsuit. I do not have a conflict with the members of the Class I seek to represent.

7. I provided information and have been available to my attorneys since approximately November of 2021 when I first started searching for an attorney. I have helped and been willing to support the lawsuit in any way I can for the last approximately 59 months since I began searching for an attorney for the claims in this lawsuit. I have searched for an attorney, met with my attorneys to see if they would represent me, met with my attorneys to discuss the Defendants' policies, procedures, and practices for clocking in and out, paying wages for the hours that we worked, providing meal breaks, providing rest breaks, payment of premium wages, wage statements, and final payment of wages. I spent time searching for policies and procedures that were given to me during my employment, any timecards I had, any pay stubs I had, W2s, and other documents related to my employment. I produced all the documents to my attorneys. I responded to almost all of my attorneys' telephone calls and interviews and I met with them in person and/or telephonically to discuss any questions they had about my employment, Defendants' policies and procedures, Defendants' paying of minimum and overtime wages, Defendants' providing of meal and rest breaks, paying premium wages, providing wage statements, or the documents I had provided to them. I made myself available during the mediation session. Once the settlement agreement was finalized, I conferred with my attorneys to review and discuss the agreement before signing.

8. I also understand that in the event this matter proceeds to trial, I must come to court to participate in the trial. I will come to court if I am needed and have been ready to perform any responsibility that is necessary for this lawsuit. I know that I took a risk by filing this lawsuit because if I lost, I would have to pay for all the costs incurred by the Defendants in the lawsuit. I also have the risk of losing income for any time that I would have to spend fulfilling my responsibilities including having to attend the trial. I also believe I have taken a risk by filing this lawsuit because my employers in the future may find out that I sued my employer, and they may not like it. The other employees will be receiving money from this lawsuit, and they have not had

to file a lawsuit, look for an attorney, or take the risks that I have had to take.

9. I understand that the settlement we have reached in this case must be approved by the Court and I must protect the interests of any and all current and former hourly non-exempt employees of Defendants in California during the Class Period.

10. I have been advised in writing that my attorneys and their firm, Lavi & Ebrahimian LLP, have entered into a "Joint Prosecution Agreement" with Haines Law Group, APC to jointly prosecute the actions entitled *Beatriz Ramirez v. Volt Management Corp.* (Kern County Superior Court, Case No. BCV-22-100758); *Beatriz Ramirez v. Volt Management Corp., et al.* (U.S. District Court, Eastern District of California, Case No. 1:22-cv-00132-KES-CDB); *Maribel Gonzalez v. Volt Management Corp., et al.* (Kern County Superior Court, Case No. BCV-24-103281); and *Maribel Gonzalez v. Volt Management Corp., et al.* (Kern County Superior Court, Case No. BCV-24-104151).

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed this day 30th of October, 2026, at Bakersfield, California.

Beatriz Ramirez

Beatriz Ramirez