

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
CONCEPCION PORTILLO

[Additional counsel listed on following pages]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

CONCEPCION PORTILLO, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

FUJIFILM IRVINE SCIENTIFIC, INC., a
California corporation; and DOES 1 through
100,

Defendants.

YASMINE VILLA, individually and on behalf
of other similarly situated employees,

Plaintiff

vs.

FUJIFILM IRVINE SCIENTIFIC, INC.; and
DOES 1 through 25, inclusive,

Defendants.

Case No.: 30-2024-01416987-CU-OE-CXC

[consolidated with Case Nos. No. 30-2024-
01447990-CU-OE-CXC and 30-2024-01449400-
CU-OE-CXC

*[Assigned for all purposes to the Hon. David A.
Hoffer, Dept. CX-103]*

**DECLARATION OF PLAINTIFF
CONCEPCION PORTILLO IN SUPPORT
OF MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 24, 2026

Time: 1:30 p.m.

Dept.: CX103

1 YASMINE VILLA, individually, and on behalf
2 PAGA Employees pursuant to California
Private Attorneys General Act,

3 Plaintiff,

4 vs.

5 FUJIFILM IRVINE SCIENTIFIC, INC., a
6 California corporation; and DOES 1 through
100,

7
8 Defendants.
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HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
CONCEPCION PORTILLO

Barbara DuVan-Clarke (State Bar No. 259268)
BDC@blackstonepc.com
Danielle L. GruppChang (State Bar No. 313881)
dgruppchang@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Annabel F. Blanchard (State Bar No. 258135)
ablanchard@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278 / Facsimile: (855) 786-6356

Attorneys for Plaintiff YASMINE VILLA

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I, CONCEPCION PORTILLO, 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 was employed by Defendant Fujifilm Irvine Scientific, Inc. (“Defendant”) as an hourly, non-exempt employee from approximately the year 2002 through on or about January 17, 2024. I worked as a Filling Technician and my job duties included filling containers. During my employment with Defendant, I, along with the other hourly, non-exempt employees, was subject to Defendant’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that I did not receive a full 30 minutes for lunch breaks. Defendant required me to be back at my workstation ready to begin working within 30 minutes of going to lunch. Similar to lunch, my breaks were also short because I had to be back at my workstation within 10 minutes of starting my break. Despite all of this, I was not paid all meal period or rest period premiums.

4. I was also not reimbursed by Defendant for using my personal cell phone for business purposes, such as communicating with my superiors.

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

6. 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 August 19, 2025 and throughout the settlement process.

7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my former co-workers and current employees of Defendant by helping them recover money owed to them. As a named plaintiff, I knew that I would be taking on certain risks that the other employees

1 would not have to take on. For example, I knew that there was a risk that I could be responsible for
2 Defendant's costs if we lost the case. Even though I understood that joining a lawsuit is a public record
3 and could stigmatize me and may affect my future employability, I accepted that burden for the benefit
4 of other employees of Defendant because I wanted Defendant to pay its current and former employees
5 for all unpaid wages according to the law and face consequences for not doing so.

6 8. I have been actively involved in this case since joining this lawsuit. Without revealing
7 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
8 numerous occasions. I estimate that I have spent approximately eight to ten hours meeting with my
9 lawyers concerning the case and my responsibilities as a class representative, which included, among
10 other things, gathering various employment and non-employment related documents for use in the
11 lawsuit, reviewing documents with my lawyers and answering their questions, answering follow up
12 questions and providing guidance regarding Defendant's timekeeping, break schedules, and other
13 policies and procedures that Defendant required me and the hourly employees to follow, being available
14 for mediation, and reviewing the settlement documents. I also made sure to ask my lawyers any
15 questions I had about the terms of the settlement agreement because I wanted to understand everything
16 before I signed it.

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

21 10. I believe my claims are typical of the members of the Class because they were required
22 to follow the same policies and procedures I was required to follow when I worked for Defendant. I
23 believe Defendant's policies and procedures were the same for all hourly employees in California.
24 Since the same policies and procedures apply to myself and the other hourly, non-exempt employees,
25 I believe they also did not receive all meal and rest periods, did not receive accurate wage statements,
26 were not reimbursed for using their personal cell phones for business purposes, and were not paid all
27 wages owed upon separation of employment.
28

1 11. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt
2 employees. I understand that as the proposed class representative, I am responsible for representing
3 the interests of all members of the class in litigation to recover money damages for the Class and I
4 consider the interests of the Class and put the interests of the Class before my own interests.

5 12. I understand that my attorneys will request that the Court award me Service Award of
6 \$10,000.00 for my service and efforts on the case. This proposed \$10,000.00 Service Award is not
7 contingent upon me supporting the proposed Settlement.

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

10 Executed on May 26, 2026, 2026 at Los Angeles, California.

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12  Concepcion Portillo (May 26, 2026 14:22:30 PDT)

13 Concepcion Portillo
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