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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RICARDO BETANCOURTH and
ALBERTO NAVAS, as individuals and on
behalf of all others similarly situated and as
aggrieved employees and Private Attorney
General,

Plaintiffs,

vs.

ECOLOGY AUTO PARTS, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 24STCV27258

*[Assigned for all purposes to the Hon. Laura A.
Seigle, Dept. 17]*

**DECLARATION OF PLAINTIFF
ALBERTO NAVAS IN SUPPORT OF
MOTION FOR SETTLEMENT
APPROVAL**

Date: May 22, 2026
Time: 9:00 a.m.
Dept.: SSC-17

Complaint Filed: October 17, 2024
Trial Date: None Set

DECLARATION OF ALBERTO NAVAS,

I, Alberto Navas, declare as follows:

1. I am over 18 years of age and a resident of California. I am one of the proposed class representatives in *Betancourth et al v. Ecology Auto Parts, Inc. et al.* Los Angeles County Superior Court Case No. 24STCV27258. I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

2. I worked for Defendant from approximately November 2022, to April 2024. During my employment, I worked as Truck Driver and was classified as a non-exempt employee and paid on an hourly basis.

3. I reached out to my attorneys at Protection Law Group, LLP to discuss my employment with Defendant and the ways I believed I had been undercompensated during my employment. I spoke with class counsel extensively and discussed issues regarding Defendant's policies and practices, and generally my employment with Defendant.

4. After speaking with my attorneys, I agreed to serve as a class representative in this action. I was aware that serving as class representative could involve additional work including my deposition being taken. I understood it was my responsibility to vigorously prosecute this case to obtain recovery of damages and penalties for the other class members and that I would have additional duties and obligations, such as responding to written discovery, assisting my attorneys, traveling and participating in the case when needed, and monitoring the progress of the case. I still agreed to serve as class representative in order to recover missing wages on behalf of others as well as myself.

5. Since initiating this lawsuit, I have considered the interests of the members of the Class just as I would consider my own interests and have understood that I must put the interests of the Class Members before my own interest. I am not aware of any interests that I have that are contrary to the interests of the proposed Class Members, and I do not know of any conflicts of interest that would keep me from adequately representing the Class.

6. Since becoming involved in this matter, I have spent significant time meeting with my attorneys at Protection Law Group, LLP regarding the case and fulfilling my responsibilities

as a class representative. As the case moved forward, I have had several extensive conversations with my attorneys, during which I provided substantial information regarding Defendant's policies, practices, and procedures, as well as my own experiences working for Defendant. At my attorneys' request, I searched for any documents I'd been provided by Defendant including old wage statements, notes I'd taken regarding my employment, and any type of policy documents I had signed or been given and provided these to my attorneys.

7. Throughout my involvement in this case, I have routinely checked in with my attorneys and their staff to monitor the status of the case. I had several additional phone calls with my attorneys throughout the case and attempted to respond promptly whenever my attorneys contacted me or needed additional information. In addition, I assisted my attorneys in preparing for the mediation in this action, answered questions during the course of mediation, and discussed issues related to the settlement of this action.

8. When the case settled, I reviewed the Settlement Agreement and discussed its terms with my attorneys. I kept in contact with my attorneys throughout the settlement process and provided additional information when my attorneys reached out to me. I will continue to actively participate in this lawsuit and monitor the case until it is finalized.

9. I believe I took on a substantial risk in agreeing to serve as the class representative, despite being made aware that there was no certainty regarding the outcome of the case or how long it would take to recover the wages owed to myself and the other class members.

10. Although I was concerned about being the class representative in a public lawsuit I decided to put my own interest aside and bring forth a lawsuit that would be beneficial to all Class Members. I have not yet suffered any adverse consequences as a result of this lawsuit, but neither have I yet received any benefit for representing the Class or for the help I provided my attorneys.

11. I believe that I have done everything that my attorneys have asked of me and have tried, to the best of my ability, to represent the Class. I think my efforts helped get the result obtained in this case.

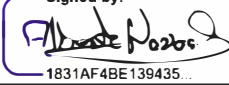
12. In addition, as part of the Settlement Agreement, I am agreeing to a general release of all my claims against Defendant, which is much more extensive than the limited release by the Class Members.

13. Accordingly, I respectfully request that the Court award me the incentive payment in the amount of \$10,000.00 in recognition of this general release, the benefit I helped obtain for other putative class members, and my active participation in this case. I believe that this amount is fair and reasonable in light of the time I have spent on this case, the risks I assumed bringing the lawsuit and the broader release I have agreed to as part of the Settlement.

14. I have not entered into any undisclosed agreements, and I have not received any undisclosed compensation in this case. The only compensation I will receive is whatever amount the Court awards as an incentive payment, as well as my share of the settlement fund as a Class Member and PAGA Member.

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

Executed on 4/10/2026

Signed by:

 1831AF4BE139435...
 Alberto Navas