

1 DOUGLAS HAN (SBN 232858)  
SHUNT TATAVOS-GHARAJEH (SBN 272164)  
2 PHILLIP SONG (SBN 326572)  
**JUSTICE LAW CORPORATION**  
3 751 N. Fair Oaks Avenue, Suite 101  
Pasadena, California 91103  
4 Telephone: (818) 230-7502  
Facsimile: (818) 230-7259

5 *Attorneys for Plaintiff*

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF LOS ANGELES**

9 EFRAIN PEREZ, individually, and on behalf  
10 of other members of the general public  
similarly situated and on behalf of aggrieved  
11 employees pursuant to the Private Attorneys  
General Act (“PAGA”);

12  
13 Plaintiff,

14 v.

15 ARJO INC. D/B/A ARJOHUNTLEIGH INC.,  
16 a Delaware corporation; and DOES 1 through  
100, inclusive;

17 Defendants.

Case No.: 22STCV01261

Assigned for All Purposes to:  
Honorable William F. Highberger  
Department 10

**CLASS ACTION**

**DECLARATION OF PLAINTIFF EFRAIN PEREZ RE ADEQUACY IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

[Notice of Motion and Motion for Preliminary Approval; Declaration of Proposed Class Counsel (Douglas Han); Declaration of Julie Green; and [Proposed] Order filed concurrently herewith]

Hearing Date: February 2, 2023  
Hearing Time: 10:00 a.m.  
Hearing Place: Department 10

Complaint Filed: January 12, 2022  
Trial Date: None Set

**DECLARATION OF EFRAIN PEREZ**

I, **Efrain Perez**, declare that:

1. I am over eighteen (18) years of zzzzd and am a resident of La Puente, California. I make this declaration based on my personal knowledge. If called to testify, I could and would testify to the facts contained herein.

2. I am a former employee of by Arjo Inc. (“Arjo” or “Defendant”). I worked at Arjo from approximately April 2019 to August 2020 as Service Consultant. My duties included loading up vehicles and delivering hospital beds to various sites.

3. During my employment, I worked one (1) or more shifts over three and one-half (3.5) hours in length.

4. During my employment, I worked one (1) or more shifts between six to ten (6-10) hours in length.

5. During my employment, I worked one (1) or more shifts greater than ten (10) hours in length.

6. During my employment, I was paid on an hourly basis and classified as a non-exempt employee.

7. During my employment with Arjo, I was forced to work through all my rest breaks and most of my meal breaks because I was scheduled too many deliveries to have duty-free breaks. Despite these violations however, Arjo did not pay me premium wages for noncompliant rest and meal breaks.

8. Next, Arjo did not compensate me for all hours worked. Specifically, I was regularly required to perform both pre- and post- shift tasks off-the-clock without compensation including automatic deduction for my meal breaks that I did not receive.

9. Further, Arjo did not reimburse me for incurring business-related expenses, such as using my personal cell phone to use as a GPS for work-related purposes.

10. I know that I am the proposed Class Representative for this lawsuit and that I have the following duties as the Class Representative:

- a. Represent the interests of all members of the Class;

- b. Always consider the interests of the Class just as I would consider my own interests and put the interests of the Class before my own interests;
- c. Serve as the fiduciary of the Class, meaning I cannot “sell out” the Class for my own personal gain;
- d. Always actively participate in the lawsuit by, amongst other things, searching for documents, keeping in contact with my attorneys, and answering their questions as needed – which I believe I have done so far; and
- e. Follow the progress of the lawsuit and provide all relevant facts to my attorneys.

In short, I understand I am pursuing claims on behalf of people that may not want to or may be unable to file their own lawsuits.

11. I have spent a substantial amount of time on this litigation performing these duties as the Class Representative. Among other things, I have met with my attorneys concerning the case and my responsibilities as the Class Representative. My responsibilities included gathering documents regarding my employment with Arjo, reviewing documents with my attorneys and answering their questions, speaking with other former employees of Arjo, providing guidance regarding the duties of various employees and answering any related questions, and helping my attorneys develop a strategy as to what documents to obtain from Arjo. I also routinely checked in with my attorneys and their staff to make sure they had all my most current information and any additional information I had obtained from speaking with other employees.

12. Throughout the case, I have been available to speak and meet with my attorneys whenever they needed me. I responded to them as quickly as possible and gave them as much information as I could, including names of witnesses. As far as the settlement is concerned, I was available to answer any questions my attorneys had. In short, I have expended a significant amount of my time and resources to prosecute this matter.

13. During my employment with Arjo, I was forced to work through all my rest breaks. The rest break violations were primarily the result of having too much workload.

14. A majority of my meal breaks were short, late, or on-duty because I had too many stops on my route.

1           15.     Moreover, although I occasionally worked shifts greater than ten (10) hours in length,  
2 ARJO did not inform me of my right to or provide me with second meal breaks. Despite the countless  
3 violations I experienced, Arjo did not pay me the premium wages I was owed for noncompliant rest  
4 and meal breaks.

5           16.     Further, Arjo failed to pay me for all hours worked, Arjo simply deducted 30-minutes  
6 of my time even though I was forced to work through my meals. As to pre-shift work, I was  
7 instructed to arrive early and be ready for work but the time keeping system would round my time to  
8 the nearest quarter hour ensuring that I would not be paid for the time I arrived early to get ready for  
9 work. In addition, I was subject to an on-call schedule. When I was on-call I was not paid for this  
10 time and I could not spend my time freely as I needed to respond when I was needed.

11           17.     Finally, Arjo did not reimburse me for incurring business-related expenses.  
12 Specifically, I was required to use my personal cell phone and the GPS system to map routes to  
13 various jobsites, but Arjo did not reimburse me for this usage.

14           18.     I believe that my interests in this litigation are aligned with the interests of the Class,  
15 and I do not have any conflicts of interest. Therefore, I believe that I am an adequate Class  
16 Representative for this lawsuit.

17           19.     I believe that I have done everything my attorneys have asked of me, and I have tried to  
18 represent the Class Members to the best of my abilities. I also understand that as part of the Settlement  
19 Agreement. Moreover, I understand that I face the risk of being passed over for employment  
20 opportunities in the future when compared to other candidates who have not filed class action lawsuits  
21 against their employers. As a result, I have exchanged my personal gain for the benefit of the Class  
22 Members.

23           20.     I am not related to anyone associated with Justice Law Corporation.


24           21.     I have not entered into any undisclosed agreements, nor have I been promised or  
25 received any undisclosed compensation in this case. I understand that the \$10,000 Class  
26 Representative Service Payment I am seeking for my work and efforts in obtaining the benefits  
27 afforded to the Class Members under the Settlement Agreement, for undertaking the risk of paying  
28

1 litigation costs if this matter had not successfully resolved, is not guaranteed in the amount sought and  
2 is subject to Court approval.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
4 true and correct to the best of my personal knowledge.

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Executed on 01/04/2023, in La Puente, California.

  
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Efrain Perez