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Attorneys for Plaintiffs
 SHAYNIA VERNON and BENJAMIN CASTANEDA-RIVERA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SAN BERNARDINO**

SHAYNIA VERNON, as an individual and
 on behalf of all others similarly situated;
 BENJAMIN CASTANEDA-RIVERA, as
 an individual and on behalf of all others
 similarly situated,

Plaintiffs,

vs.

MCLANE/SUNEAST, INC., a Texas
 corporation; MCLANE FOODSERVICE,
 INC., a Texas corporation; and DOES 1
 through 50, inclusive,

Defendants.

Case No.: CIVSB2123367

[Assigned for All Purposes to Hon. David Cohn,
 Dept. S-26]

**DECLARATION OF BENJAMIN
 CASTANEDA-RIVERA IN SUPPORT OF
 PLAINTIFF'S MOTION FOR
 PRELIMINARY APPROVAL OF CLASS
 ACTION SETTLEMENT**

Date: August 30, 2022

Time: 10:00 a.m.

Dept.: S-26

Complaint Filed: August 12, 2021

Trial Date: None Set

1 I, Benjamin Castaneda-Rivera, declare as follows:

2 1. I am an individual over the age of 18 years old and am a resident of California. I
3 am a named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if
4 called to testify I could and would do so competently.

5 2. I was employed by Defendant McLane/Suneast, Inc. ("McLane/Suneast") from
6 about May 2015, to October 15, 2020. I worked as a non-exempt, hourly employee.

7 3. During my employment with McLane/Suneast, I earned overtime wages.
8 Whenever overtime wages were paid, the corresponding wage statements displayed overtime
9 wages on two separate line items, with each line item showing the base rate of pay.

10 4. I understand that this action was brought on behalf of all other current and former
11 non-exempt employees within the State of California, and thus I am acting as a representative for
12 the Class. As class representative, I understand that it is my responsibility to act in the Class'
13 best interest and not my own. I agree that I will not put my own interests ahead of that of the
14 Class, and that I will not settle out my claims separately or independently from the Class.

15 5. I am not aware of any conflicts that exist between my interest and the interests of
16 the Class that would impair or affect my ability to serve as representative for the Class.

17 6. I have and continue to be willing to assist in the investigation of this matter,
18 including providing any necessary information and documents, as well as make myself available
19 for trial or any further proceeding in this matter as required to represent the interests of the Class.
20 I also understand my duties and responsibilities to the proposed class and will carry out those
21 duties as necessary. I have performed a number of tasks as the representative of the Class in
22 connection with the prosecution of this matter, including discussing the lawsuit with my counsel
23 on a number of occasions, providing documents and information to my counsel, and reviewing
24 various pleadings and documents, including my PAGA letters, the complaint, and the Settlement
25 Agreement.

26 7. I have discussed the terms of the settlement with my attorneys, and based on the
27 information provided, I believe the settlement to be fair, adequate, and reasonable for myself and
28 for the entire Class.

9. I am aware and have been aware from the inception of the case, that there is the risk that if I do not win my case, then I could be liable for McLane/Suneast's litigation costs. I accepted that risk in this case. I also understood that an individual case would have resolved much faster than a class action and involved much less financial risk than a class action.

10. I am proud of the result and accomplishment of this lawsuit. I feel that it is a positive accomplishment and understand that other people will benefit because of the actions that I have taken.

11. I executed a general waiver of any and all claims against McLane/Suncoast, including a waiver of California Civil Code section 1542, which I understand was not required of other Class Members.

12. .

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

Executed on this 31 day of May 2022, at San Bernardino, California.

Executed on this 31 day of May 2022, at San Bernardino, California.

DocuSigned by:

Benjamin Castaneda-Rivera