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Attorneys for Plaintiff
JOSE AGUILAR

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

JOSE AGUILAR, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

KNE, LLC, a California limited liability
company, dba H2O LOGISTICS; and DOES 1
through 100,

Defendants.

Case No. 20STCV05676

*[Assigned for All Purposes to Hon. Kenneth R.
Freeman, SSC-14]*

**DECLARATION OF PLAINTIFF JOSE
AGUILAR IN SUPPORT OF APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: September 16, 2021
Time: 10:00 a.m.
Dept.: SSC-14

Action Filed: February 13, 2020
Trial Date: None Set

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I, JOSE AGUILAR, 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 KNE, LLC dba H2O Logistics (“H2O”) as a non-exempt employee from approximately 2014 through approximately July 2019. During my employment with H2O, I worked as a Shipping Clerk at H2O’s facility located in Carson, California, and was subject to H2O’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with H2O I was not paid for all my time worked. Specifically, I am also informed and believe that H2O would unlawfully shave my work time and/or round my work time such that I would not be fully paid for all time worked and all the time I was under H2O's direction and control.

4. I also do not believe I received all legally required meal and rest breaks. Specifically, due to the work demands imposed by H2O, I was often provided late and/or short meal breaks. Additionally, as a result of the work demands imposed by H2O, I was not authorized and permitted to take all my legally required rest breaks.

5. It is also my understanding that H2O unlawfully deducted from my earned wages. Specifically, as a result of H2O paying my wages on an ATM card, I could not access my earned wages without paying a fee.

6. As a result of these violations, I also do not believe I received accurate and complete wage statements. Additionally, during a period of my employment with H2O, H2O failed to provide me with wage statements altogether. I also do not believe I received all of my wages owed at the time of my separation of employment with H2O.

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 H2O by helping them recover their unpaid wages and

1 meal and rest period premium wages and penalties. I knew that there was a risk that I could be liable
2 for H2O's costs if we lost the case. I accepted this risk because I wanted H2O to compensate their
3 current and former employees for all unpaid wages and meal and rest period premium wages. Even
4 though I understood that joining a lawsuit is a public record, I accepted that burden for the benefit of
5 other employees of H2O.

6 8. I have been actively involved in this case since joining this lawsuit. Among other
7 things, I gathered various employment related documents for use in the lawsuit. Without revealing
8 and/or waiving attorney-client privileged communications, I also communicated with my attorneys on
9 numerous occasions. I believe that I have spent approximately 15 to 20 hours in total on activities
10 related to this case.

11 9. As part of the proposed Settlement, I have also agreed to a full general release of claims
12 related to my employment with Defendant that extends beyond the release of claims applicable to
13 members of the Settlement Class.

14 10. I understand that my attorneys will request that the Court award me a Service Award of
15 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Award is not
16 contingent upon me supporting the proposed Settlement.

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

19 Executed on _____, 2020 at _____, California.

20 11-2-20

21 
Jose Aguilar