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

ALEX HERNANDEZ, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

CHEP SERVICES, LLC, an unknown
business entity; CHEP SERVICES PALLET
SOLUTIONS, LLC, an unknown business
entity; BRAMBLES USA, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2123946

Honorable Christian Towns
Department S26

CLASS ACTION

**DECLARATION OF MARTIN SOHAL IN
SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT PAYMENTS**

[Notice of Motion and Motion for Final
Approval of Class Action and PAGA
Settlement, Attorneys' Fees and Costs, and
Enhancement Payments; Declarations of
Class Counsel (Helene Mayer and Jeremy F.
Bollinger); Declaration of Class
Representative (Alex Hernandez);
Declaration of Settlement Administrator
(Yami Burns of Phoenix Settlement
Administrators); and [Proposed] Final
Approval Order and Judgment filed
concurrently herewith]

Date: June 2, 2025
Time: 9:30 a.m.
Department: S26

Complaint Filed: August 16, 2021
Trial Date: None Set

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Attorneys for Plaintiff Martin Sohal and the Class

DECLARATION OF MARTIN SOHAL

I, Martin Sohal, declare, as follows:

1. I am one of the named plaintiff in the action entitled *Alex Hernandez et al. v. CHEP Services, LLC, et al.*, San Bernardino County Superior Court Case No. CIVSB2123946.

I have personal knowledge of the facts stated in this declaration and, if called to testify, I could truthfully attest to the matters contained herein.

2. I am a former non-exempt hourly paid employee of Defendant CHEP Services, LLC (“CHEP”). I was employed by CHEP from approximately 2004 through May 2019.

3. I initially brought a PAGA-only action against CHEP on behalf of myself, current and former employees of CHEP, and on behalf of the State of California, in Stanislaus County Superior Court Case No CV-22-000376, filed on January 27, 2022. That lawsuit sought civil penalties under Labor Code Section 2699 for failure to obtain my and other similarly aggrieved employees’ consent or authorization for payment of final wages through a payroll card program; failure to provide an alternative payment method other than through a payroll card; failure to compensate me and other aggrieved employees in a form that may be cashed, without delay, and without a fee or discount; failure to issue accurate itemized wage statements and failure to timely pay all wages upon cessation of employment.

4. My lawsuit was stayed due to the pendency of this prior filed lawsuit, San Bernardino Superior Court, *Alex Hernandez, et al. v. CHEP Services, LLC*, Case No. CIVSV1305627 (the “Hernandez Action”), because of overlapping PAGA claims.

5. At the termination of my employment with CHEP, I believe CHEP failed to pay me all my final wages due to the use of a pay card. While I consented and authorized the payment of my wages through automatic deposit, neither I nor other aggrieved terminated employees ever authorized or consented to the payment of their final paycheck through the Money Network Paycard or other type of debit card (“Debit Card”). Thus, I alleged that the transfer of my and aggrieved employee’s wages to a third-party financial institution constituted a method of direct deposit for which CHEP failed to obtain the required voluntary authorization. As a result, I sought advice from the attorneys at Moss Bollinger LLP regarding my potential

1 claims against CHEP.

2 6. In conversations with the attorneys at Moss Bollinger, LLP, I learned that I had
3 potential claims for civil penalties under PAGA related to above potential violations. I also
4 learned that I and other employees may be entitled to civil penalties under PAGA for these
5 violations.

6 7. I engaged Moss Bollinger, LLP to represent me as a PAGA representative in that
7 lawsuit.

8 8. I understand that my duties as a PAGA representative mean that I need to put the
9 interests of the State of California and the “aggrieved employees” I sought to represent ahead of
10 my own personal interests. This means that the purpose of PAGA is paramount in my
11 consideration of the value of this settlement.

12 9. I am not aware of any conflicts that I have with any of the other employees I seek
13 to represent.

14 10. I understand that I have retained counsel with skill and experience handling wage
15 and hour PAGA representative actions.

16 11. As part of my attorneys’ investigation of my claims, I provided all documents in
17 my possession to my attorneys, provided answers to my attorneys’ questions in numerous
18 interviews as part of my attorneys’ investigation of the claims alleged in this action. Since
19 becoming PAGA representative, I have communicated with my attorneys about the lawsuit and
20 the progress of this case on a regular basis for over two years. Due to the pandemic, most of our
21 communications during this case have been by phone. I regularly checked in with my attorneys
22 to inquire about the progress and status of the case. At other times, they called me to update me
23 about the case, to ask me questions or to review and sign court papers. We have talked on a
24 consistent basis throughout the case, and sometimes as frequent as weekly or even multiple
25 times in a single day, particularly before we filed the lawsuit and around the time of mediation
26 and throughout the drafting of the settlement documents. I understood that I may have had to sit
27 for my deposition as part of this case and I was prepared to do so. I spent time reviewing the
28 retainer, the complaints, the mediation papers and the settlement papers. I did not always

1 understand the documents at first, but I discussed them with my attorneys so that I could know
2 what was happening in the case and always asked questions.

3 12. I assisted my attorneys with their investigation and prosecution of the case by,
4 among other things, providing them any documents I had and other evidence that were relevant
5 to my work for Defendants, explaining CHEP's practices and helping with my attorneys'
6 investigation. As explained below, I participated in the mediation in this case.

7 13. I participated in the mediation on this case on May 15, 2023. My attorneys
8 involved me in the discussions of the facts with the mediator and the arguments being made by
9 both sides. I answered many questions to explain my experience and CHEP's practices. I
10 discussed each settlement offer and demand with my attorneys, the benefits of accepting the
11 proposed settlement and the risks of rejecting it and proceeding with litigation.

12 14. After the parties agreed to the settlement, I received a copy of the full Settlement
13 Agreement (entitled the "Stipulation of Class Action and PAGA Settlement"). I believe that the
14 Settlement Agreement, which I reviewed and signed, represents a fair compromise for the Class
15 Members and Aggrieved Employees. I have been apprised of the risks going forward, the
16 potential that a class will not be certified on the class claims, that we could lose the case, that
17 we might only win on certain claims and lose others or only for certain subclasses of persons,
18 even if we won Defendants could appeal or the Court could reduce the penalties on the PAGA
19 claims, and that if we lost we would most certainly appeal the decision. Based on these risks,
20 the potential for significant delay even if we won, the settlement, in my opinion, is reasonable
21 and fair.

22 15. As stated above, I have spent many hours since I first reached out to my attorneys
23 in 2021, assisting my attorneys in the preparation, investigation, prosecution and settlement of
24 this case, as described above. That is time that I took away from my family, my work and other
25 personal endeavors to pursue this case on behalf of my former co-workers. Pursuant to the
26 Settlement, I am applying for an enhancement of \$15,000. I am informed that, if approved, this
27 would be paid to me in light of the time I spent on the case and the fact that I am providing
28 Defendants with something none of the other employees are providing, a general release of all

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known and unknown claims.

16. I believe that the requested service award is fair and reasonable for several reasons. First, it is reasonable and fair in light of the work I have and will continue to perform on behalf of the State and aggrieved employees as described above.

17. Second, this lawsuit resulted in a valuable benefit to all the current and former employees who will participate in the money payout of this settlement because of my involvement.

18. Finally, as part of this settlement, in addition to releasing the claims I alleged in the action and PAGA complaint, I have agreed to a broader release of all claims, known and unknown, against Defendants, which is broader than the release applicable to other participating employees. I am also aware that if we lost the case, I could have been responsible for Defendants' costs.

19. Based on the time, service, risk, stress, potential stigma, loss of benefits and outcome of this case, I believe that the requested service award for me is fair and reasonable.

I swear under penalty of perjury under the laws of the State of California that the foregoing is true and correct, April 11, 2024, at Turlock, California.

DocuSigned by:

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Martin Sohal