

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Kristina Bui Carlson, Esq. [CSB No. 294924]
kristina@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

DANIEL DOMINGUEZ, on behalf of all
Aggrieved Employees and the State of
California;

Plaintiff,

vs.

KENCO LOGISTIC SERVICES, LLC, a
Delaware Limited Liability Company; and
DOES 1 through 20, inclusive;

Defendants.

CASE NO.: CVRI2105393

*[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]*

**DECLARATION OF PLAINTIFF
DANIEL DOMINGUEZ IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Complaint filed: 11/19/2021

I, Daniel Dominguez, state and declare:

1. I am the Plaintiff in the above captioned action and have personal knowledge of all matters stated herein and could competently testify thereto. I make this declaration in support of the motion for final approval of the class action settlement. I believe that the settlement is fair and reasonable and constitutes a fair resolution of the claims alleged.

2. I performed work for Defendant from approximately April 2021 through August 2021. During my employment for Defendant, there were several issues that concerned me and which I thought did not comply with California law, such as not being paid properly, clocking in after temperature checks, and not getting proper meal periods and rest breaks. I voiced many of

1 these concerns to the company, but this resulted in me being treated differently and ultimately, I
2 was terminated (which I believed to be improper and discriminatory in nature).

3 3. In August 2021, I researched attorneys and contacted Lauby, Mankin & Lauby
4 LLP. Although I strongly believed that there were violations of California law, I was unsure if I
5 wanted to bring a lawsuit because of the risk of stepping forward as a whistle blower, since this
6 could jeopardize my livelihood and make it difficult to find future jobs. Nevertheless, because I
7 did not think that myself or the other employees were being treated properly, I retained Lauby,
8 Mankin & Lauby, LLP, to move forward with a case.

9 4. After retaining my attorneys, I understood that I had two options: I could pursue
10 my individual case – including claims for retaliation and wrongful termination (as discussed
11 below) – and attempt to maximize my personal recovery, or I could bring a class/representative
12 action and put the interests of the class ahead of my own. The decision of whether to bring my
13 individual claims or to bring a class action put me in a tough spot, because on the one hand, I
14 wanted to hold the company accountable for how they treated me and, on the other hand, I
15 wanted to help other employees that were not paid correctly. And I knew that, if I wanted to
16 bring a class action, I would need to put the interests of the class first to better serve the class. In
17 the end, in the interest of helping all employees that were subjected to the wage violations, I
18 decided to help everyone by bringing a class/representative action.

19 5. Since first initiating this action, I estimate that I have spent over 75 hours
20 engaged in activities to benefit the class. I have assisted my attorneys in numerous ways,
21 including helping to explain and discuss the company's practices and their general practices and
22 procedures, locating and analyzing company documents, preparing for and making myself
23 available for the all-day mediation (including discussing the company's general policies,
24 practices, and procedures), and then reviewing all settlement documents through this approval
25 process. These efforts occurred through numerous telephone conferences, letters, emails, and text
26 communications.

27 6. I also believe that the requested service award is fair and reasonable given that I
28 have faced substantial risks and made numerous sacrifices to obtain this class action settlement.

1 7. For example, filing this lawsuit and the concerns of being seen as a whistleblower
2 was stressful on a day-to-day basis as I have constantly worried about the risk that this could
3 impact my ability to find future jobs. I was worried that filing the case may get me labeled as a
4 whistleblower, resulting in retaliation and difficulty finding work for the rest of my career.
5 Additionally, I faced financial risk in bringing this case because, if I lost the case, I would be
6 required to pay the company's costs, and there was a chance they could try to make me pay their
7 attorneys' fees as well (fortunately, because of the settlement, I did not have to incur any
8 expenses in prosecution of this action).

9 8. Additionally, as a condition of this settlement, I was required to compromise on
10 and waive my separate individual claims for wrongful termination. Notably, I believe that the
11 company retaliated against me and improperly terminated my employment after I voiced
12 concerns. I was then forced to find a new job that resulted in a significant reduction in hourly pay
13 at my new job. Thus, although I wanted to bring these individual claims, the proposed class
14 action settlement required me to waive all of my claims in order to benefit all of the other
15 employees, and I ultimately agreed to compromise on the value of my individual claims.

16 9. My attorneys previously disclosed my separate individual settlement (including
17 the amount) to the Court in connection with the motion for preliminary approval. Although
18 difficult to place a value on a wrongful termination claim, I believe the value of my separate,
19 individual claims were large (potentially in the six-figures) due to the length of my
20 unemployment, the difference in hourly pay at my new job, and the emotional distress I had to
21 endure. While I was only out of work for approximately one month, I had to take a substantial
22 pay cut at my new job (I was making approximately \$26 per hour with Defendant, but at my new
23 job, I started at \$21 per hour, which was \$5 less per hour and then \$7.50 less per hour for
24 overtime). This ended up causing me to lose over \$1,000 each month in loss earnings since
25 August 2021.

26 10. I believe that request for the \$5,000 service award is justified based on (a) the
27 time I have spent on the case, which resulted in a good settlement for the class, (b) the risks I
28

1 took in bringing this case, and (c) my agreement to waive all of my individual claims for
2 retaliation and wrongful termination in exchange for the requested service award.

3 11. I have not been named as a class representative in any other cases.

4 12. I respectfully request that the Court approve the agreed-upon service award. As a
5 result of putting the interests of the class members ahead of my own, we were able to obtain a
6 highly beneficial settlement for the class members, and I was informed that my share will be
7 approximately \$362.87, which includes \$338.31 for my class share and \$24.56 for my PAGA
8 share.

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct. Executed on Sep 13, 2023, at Jurupa Valley, California.

11
12 By:


Dominguez Daniel (Sep 13, 2023 08:22 PDT)
Daniel Dominguez