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LLC

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

11
12 MARTIN MIRANDA, individually and in behalf
of all others similarly situated,
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14 Plaintiff,
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16 vs.
17 SABA COURIERS LLC, a California limited
liability company, and DOES 1 to 100 inclusive
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28 Defendants.

Case No. 22STCV06847
**DECLARATION OF JOSE PINEDA IN
SUPPORT OF SETTLEMENT**
[Assigned for all purposes to The Honorable
David S. Cunningham, Dept. 11]
Action Filed: 2/24/2022
Trial Date: None Set

I, JOSE PINEDA, hereby declare as follows:

1. I am over the age of 18 and am the owner of SABA COURIERS LLC ("SABA"). As the owner of SABA, I have personal knowledge of the matters set forth in this Declaration. In preparing it, I reviewed SABA's business records. If called upon as a witness, I could and would competently testify to the following.

2. I submit this declaration in support of Plaintiff MARTIN MIRANDA's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement.

3. SABA began doing business in or around October 2018. SABA is a delivery service based in Santa Clara, California, that makes deliveries in California for its clients.

4. SABA and Plaintiff attended a mediation with mediator Lisa Klerman. In connection with mediation, Plaintiff and SABA (the "Parties") reached an agreement to settle Plaintiff's class and PAGA claims in this matter.

5. Although the Parties have reached a resolution in this matter, SABA denies Plaintiff's claims in their entirety and contends that it has followed, and continues to follow, all applicable federal, state, and local laws.

6. In light of its financial position, SABA could not afford to fund a higher settlement than the parties reached at mediation. SABA operates in a highly competitive logistics industry delivering a high volume of packages with tight profit margins that are extremely sensitive to various market forces. In connection with mediation, SABA provided financial information about its business, which has been, and continues to be, under financial stress. Most of SABA's income has been earmarked for several expenses related to its business operations. SABA's monthly payroll costs typically amount approximately to \$100,000 to \$200,000 per month. SABA typically needs to keep at least 2-3 weeks of payroll in its bank account in order to ensure employees are paid timely. Aside from its monthly payroll costs, SABA also has other significant business expenses contributing to its hardship. SABA currently has several vans under lease in its fleet of vehicles. These vans will soon need significant repairs. The typical cost to repair a van similar to those leased by SABA is approximately \$5,000 to \$10,000. This translates to approximately \$60,000 to \$80,000 in van repair costs that SABA will have to pay in the near future. SABA's van repair expenses are also up as vans

1 continue to break down. SABA also has significant outstanding credit card bills, which vary based
2 on its van rentals needed due to disabled vans, and other business supplies and expenses.

3 7. SABA's other costs have also continued to rise, including its health benefits program
4 for its employees. SABA further anticipates its workers compensation insurance rates will increase
5 in the near future.

6 8. In light of its difficult financial condition, SABA cannot afford to fund a higher
7 settlement than the parties reached at mediation. Nevertheless, SABA would like to resolve this
8 matter. SABA believes its uniquely difficult financial condition supports the Parties' settlement
9 reached at mediation. SABA supports the Parties' settlement. It would like to move on with its
10 business in hopes for a brighter and more profitable future.

11 9. SABA is not aware of any actual or potential conflicts of interest with the Class or
12 the Settlement Administrator in this matter.

13 10. SABA is not aware of any other pending matter or action asserting claims that will be
14 extinguished or adversely affected by the Parties' Settlement.

15 11. Based on my review of SABAs human resources documents, payroll records, and
16 timekeeping records that are made and kept in the regular course and scope of business, the total
17 number of Workweeks that Class Members worked for SABA during the Class Period (i.e., October
18 1, 2018 to July 28, 2024) are 22,217.

19 I declare under penalty of perjury, under the laws of the State of California and the United
20 States of America that the foregoing is true and correct. Executed on September^{30.00}, 2026 in
21 Burbank _____, California.

22 DocuSigned by:
23 *Jose Pineda*
24 8EE3E647AB7A4D1...

25 JOSE PINEDA
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