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Attorneys for Plaintiff

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

JOSHUA KOVACOVSKY, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

WAREHOUSE SERVICES LOGISTICS,
LLC, a South Carolina limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2507157

*[Assigned for all purposes to the Hon.
Charlie L. Hill, Jr., Dept. S30]*

**DECLARATION OF JOSHUA
KOVACOVSKY IN SUPPORT OF
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 25, 2027
Time: 8:30 a.m.
Dept: S30-SBJC

Action Filed: March 12, 2025
Trial Date: None Set

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I, JOSHUA KOVACOVSKY, declare as follows:

1. I am an individual over the age of 18 and am 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 worked for Defendant Warehouse Services Logistics, LLC (“Defendant”) as a non-exempt “Inventory and Claims Clerk” from approximately January 2013 until approximately February 2025. During my employment with Defendant, I was subject to the wage and hour policies and practices at issue in this action.

3. During my employment with Defendant, I was paid shift premiums and other forms of incentive pay, however, I do not believe Defendant included these payments when calculating my regular rate of pay and I was underpaid my overtime wages as a result. I also did not always receive a meal period until after the end of my fifth hour of work and my meal periods were often less than a full 30 minutes due to work demands. I also did not always receive a second meal period when I worked shifts of more than 10.0 hours. Additionally, I was not always authorized and permitted to take my rest periods, including a third rest period when I worked a shift over 10.0 hours. As a result of these violations, it is my understanding that Defendant did not issue accurate wage statements or pay me all wages that were owed to me upon my separation of employment.

4. I have been actively involved in this case since I first retained Haines Law Group, APC (“HLG”) in the March 2025. Since then, without waiving the attorney-client privilege, I have had many discussions with the attorneys and staff at HLG, including discussions regarding Defendant’s wage and hour policies and my claims in this case, litigation strategy, potential witnesses, updates on how the case was proceeding, and how I could help the case and the potential Settlement Class members. I also provided information and documents to my attorneys to assist them in mediation and negotiating the Settlement. I also spent time reviewing and discussing the Settlement Agreement as well as other documents from my attorneys, and

1 reviewing my own records for documents that would be potentially relevant to the case. In total,
2 I estimate that I have spent approximately 35-40 hours in connection with this case since I first
3 retained HLG.

4 5. When I retained HLG and decided to pursue this case, I understood it could benefit
5 former and current employees by helping to recover unpaid wages, meal and rest period
6 premiums, and other penalties on their behalf. I also understood that filing a lawsuit is a public
7 record. However, I accepted these risks because I wanted Defendant to pay its current and former
8 employees properly and to provide them proper breaks. As far as I am aware, I have no actual or
9 potential conflicts with any of the Settlement Class members.

10 6. As part of the proposed Settlement, and in exchange for my requested service
11 award, I have also agreed to a full release of claims related to my employment with Defendant
12 that extends beyond the release of claims applicable to other Settlement Class members.

13 7. I understand that my attorneys will request that the Court approve a service award
14 of \$10,000.00 for my efforts on behalf of the Settlement Class members, as well as my full release
15 of claims. I believe this amount is reasonable based on the amount of time and effort I have
16 devoted to this case, the amount of time that has passed since my lawsuit was first filed, as well
17 as the risks I have undertaken as a class representative, as described above. This proposed service
18 award is not contingent upon me supporting the proposed Settlement.

19 8. I do not have any personal nor financial interest in the proposed *cy pres* recipient,
20 Legal Aid Society of San Bernardino.

21 I declare under penalty of perjury under the laws of the State of California and the United
22 States that the foregoing is true and correct. Executed on July¹³, 2026 at San Bernardino,
23 California.

24 Joshua Kovacovsky
Joshua Kovacovsky (Jul 13, 2026 23:41:53 PDT)

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