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Attorneys for Plaintiff Talia Ovando,
and all others similarly situated

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

TALIA OVANDO, on behalf of herself and
all others similarly situated

Plaintiff,

v.

PAOLINO LOGISTICS LLC, a California
Limited Liability Company; PAOLINO
TRANSPORT LLC, a California Limited
Liability Company; AMAZON LOGISTICS,
INC., a Delaware Corporation; and DOES 1
through 100, inclusive
Defendants.

Case No. CIVSB2216425

CLASS ACTION

Assigned to: Hon. Kevin C. Lee

**DECLARATION OF TALIA OVANDO
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA ACTION SETTLEMENT**

Dept.: S26

Complaint Filed: July 28, 2022
FAC Filed: April 24, 2023

DECLARATION OF TALIA OVANDO

I, Talia Ovando, declare as follows:

1. I am an individual over 18 years of age. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I worked as a non-exempt, hourly-paid employee for Defendants Paolino Logistics LLC and Paolino Transport LLC ("Paolino") in Ontario, California from approximately June 2021 to November 2021. I was a driver and later a dispatcher during my employment.

3. During my employment with Paolino, I worked in excess of eight (8) hours in a workday and in excess of forty (40) hours per work. In addition to my regular compensation, I was paid bonuses, including but not limited to "Amazon Non-Discretionary Bonus" and "Bonus".

4. During my employment with Paolino, I was not always provided timely, uninterrupted, 30-minute off-duty meal periods or paid meal period premium wages at my regular rate of pay in lieu thereof.

5. During my employment with Paolino, as a driver, I was required to make delivery stops pursuant to a route and schedule provided on a cell phone. The route and schedule did not include time for rest breaks. Further, even as a dispatcher, I was not provided all required rest periods or premium wages at my regular rate of pay in lieu thereof.

6. During my employment with Paolino, it is my current understanding that when I used sick time, my sick pay wages were paid at my base or straight time wage rate, instead of my regular rate of pay.

7. During my employment with Paolino, I was required to use my personal cell phone for business purposes and was not reimbursed by Paolino for those cell phone related expenses.

8. It is my current understanding that the arbitration agreement provided to me by Paolino included a provision requiring mandatory arbitration of claims for unpaid wages.

9. I am submitting this declaration in support of the motion for preliminary approval of class and Private Attorneys General Act ("PAGA") action settlement and conditional certification of this matter as a class action.

10. I initiated contact with The Myers Law Group, A.P.C. to discuss issues concerning

1 my employment with Defendant. I was concerned that Defendant did not properly pay for all my
2 hours worked and was not properly providing meal and rest periods. I was actively involved in this
3 class action. I assisted in all aspects of this litigation, including the early investigation period before
4 the lawsuit was filed, providing areas of inquiry to my attorneys, providing my attorneys with
5 copies of my employment records and information, and attending attorney meetings and multiple
6 telephonic conferences. Further on February 27, 2025, I participated in the mediation with
7 mediator Scott Markus, Esq.

8 11. I spoke to my attorneys and their staff on numerous occasions to educate my
9 attorneys about Defendant's policies and practices regarding the payment of wages, meal and rest
10 periods, reimbursement of business expenditures, and timekeeping practices. I communicated with
11 my counsel regularly throughout this litigation.

12 12. I understand that I am the named plaintiff and putative class representative in the
13 action of *Talia Ovando v. Paolino Logistics LLC, et al.*, San Bernardino Superior Court, Case No:
14 CIVSB2216425. In other words, I understand that I am responsible for representing the interests
15 of class members. That is, I understand that this action was brought on behalf of other similarly
16 situated hourly employees who worked for Defendant in the State of California, and thus I am
17 acting as a representative for the Class.

18 13. In agreeing to be a class representative, I was informed, and gladly agreed to accept,
19 my role as a class representative, including: agreeing to represent the interests of all members of
20 the class in the litigation to recover money damages; agreeing to represent all persons similarly
21 situated with respect to a common course of conduct or practice; that I have claims that are typical
22 of those of the class and do not have any claims that are antagonistic to the class members; I believe
23 that the case involves common issues that apply to all class members; that I would always consider
24 the interest of the class just as I would consider my own interests and put the class interests first,
25 agreed to and did actively participate in the lawsuit—as necessary. I recognize and accept that any
26 resolution of the lawsuit is subject to court approval and must be designed in the best interest of
27 the class as a whole, and that I would/did follow the progress of the lawsuit and did provide all
28 relevant facts to the lawyers for the class. I do believe that the settlement before this Court is in

1 the best interest of the class.

2 14. As a class representative, I agreed to volunteer to represent or champion the
3 interests of many other current employees, former employees, and future employees, which I
4 believe have similar claims and injuries. I am not aware of any conflicts that exist between my
5 interest and the interests of the class that would impair or affect my ability to serve as
6 representative for the class. I understand my duties and responsibilities to the proposed class and
7 I will continue to carry out those duties as necessary.

8 15. Because of the importance of the case and the necessity that all class members
9 benefit from the lawsuit equally, the savings of time, money, and effort should benefit all parties
10 and the court. I believe that class actions are an important tool to assure compliance with the law
11 even where an individual's loss may be relatively small.

12 16. I believe that the Class Action and PAGA Settlement Agreement and Class Notice
13 in the gross amount of \$474,466.72 obtained on behalf of the class in this case is excellent in view
14 of the complex and varied issues involved with the case. Accordingly, I strongly support the
15 settlement in this matter. When I was contemplating settlement, I always kept the best interests of
16 the class in mind over my own and I was not willing to settle the matter until I felt it was in the
17 best interest of all class members.

18 17. After the mediation on February 27, 2025, my attorneys provided me with a copy
19 of the settlement agreement, which I completely and carefully reviewed. I then signed the
20 settlement agreement and returned it to my attorneys.

21 18. I have no claim antagonistic to the class. I accepted the potential risk of being liable
22 for the opposing parties' costs if this lawsuit was unsuccessful, I have accepted the stigma of being
23 a class representative in a class action labor dispute which potentially affected my future
24 employability.

25 19. Furthermore, it is my opinion that my \$10,000.00 request for my class
26 representative service award and general release is fair, reasonable, and adequate. I actively
27 pursued this case and these claims and I have accepted the potential risk of being liable for the
28 opposing parties' costs if we were unsuccessful in this lawsuit. I do understand that the service

award, or amount, is not guaranteed and believe the requested amount is fair and reasonable in light of my work experience and the fact that I am giving up my rights to sue Defendant as part of this settlement by signing a general release pursuant to Civil Code §1542.

20. While I truly believe that I was doing the right thing in pursuing this case, I do believe that I have paid a price for the greater good of other employees, who will now obtain concrete relief through the terms of the proposed settlement.

21. I support the attorneys' request for fees as I believe the combined fee request of one-third of \$474,466.72, or the amount of \$158,155.57, is fair and reasonable. I believe that the reimbursement of litigation costs not to exceed \$12,500.00, exclusive of Settlement Administration Costs, is reasonable in light of the excellent work and favorable result my attorneys achieved for the members of the class.

22. I have discussed the terms of the settlement with my attorneys, as well as reviewed the settlement agreement, and based on the information provided, I believe the settlement to be fair, adequate, and reasonable for the entire Class and me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: Apr 29, 2026

By: 
Talia Ovando (Apr 29, 2026 13:54:48 PDT)
TALIA OVANDO