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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JEREMIAH CLAIBORNE, PABLO CAMPOS
HERNANDEZ and MARCOS RODRIGUEZ
and VICTOR AVALOS on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

PERFORMANCE TRANSPORTATION,
LLC, a California limited liability company;
PERFORMANCE FOOD GROUP, INC., a
Colorado corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 22STCV31766

**DECLARATION OF VICTOR AVALOS IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: May 28, 2026

Time: 10:00am

Judge: Hon. David S. Cunningham III
Dept.: S11

1 I, VICTOR AVALOS, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion
4 for Final Approval of Class Action and PAGA Settlement and in support of Motion for Attorneys' Fees
5 and Litigation Costs and Service Award. I have personal knowledge of all the facts stated herein. I could
6 and would competently testify under oath to these facts in court if requested to do so.

7 2. I retained Class Counsel in October 2022 and was included in the lawsuit in August 2024.
8 I filed the case on behalf of myself and a class of all current and former non-exempt hourly employees
9 of Defendant that worked in California at any time during the period of September 1, 2018, through
10 March 18, 2024 (the "Class Period").

11 3. I worked for Defendants as a non-exempt employee, paid on an hourly basis, and entitled
12 to legally mandated meal and rest periods, minimum wages, and overtime compensation, in California
13 from November 2021 to June 2022. Throughout my employment, I was subject to Defendant's written
14 policies and procedures.

15 4. I filed the case because I believed my rights as an employee were violated by Defendants
16 and also the rights of other employees that worked for Defendants. Among other claims, I believe
17 Defendants failed to pay for all time worked, failed to furnish accurate itemized wage statements, failed
18 to provide compliant meal and rest periods, failed to pay overtime and sick pay at the correct regular
19 rate of pay, failed to reimburse for mandatory business expenses, and failed to pay all wages when due.

20 5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with
21 my attorneys. We discussed my work experience and how company policies were applied to me and
22 other employees. I provided the attorneys with documents they requested. We reviewed the documents
23 together and asked and answered many questions regarding my experience working for Defendants, the
24 litigation process, and about class actions generally.

25 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
26 and as a proposed Class Representative. I understood that pursuing this action as a class action rather
27 than merely seeking my individual claims substantially increased the risk to me. Those risks included
28 the possibility of being held liable for Defendants' attorneys' fees and costs in a complex class action if

1 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
2 the attorneys and the Court because I am required to prove that I am an adequate class representative.
3 Further, I understood that I would lose some autonomy over my individual claims due to the fact that I
4 could not make decisions for my sole benefit, and that I must make every litigation decision with the
5 best interests of the Settlement Class in mind.

6 7. I also understood that pursuing this litigation created a very public record of my grievances
7 with Defendants which produced the risk that a future employer could hold it against me that I sued a
8 former employer.

9 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
10 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to
11 receive from this settlement. My attorneys explained to me that the net settlement value of my individual
12 claims may be greater than my ultimate recovery from the net class settlement amount.

13 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
14 I believed violations occurred and most employees would not know what their rights are, and even if
15 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

16 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
17 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
18 because I wanted to be informed of developments in the case which I understood was one of my duties
19 as a class representative.

20 11. **Review and Approval of Settlement:** A mediation was held on September 27, 2023, and
21 resulted in the proposed settlement. Even though I could not attend mediation, I was available by
22 telephone to speak with my attorneys and did speak with them regarding the mediation before it took
23 place. I also spoke with my attorneys after the mediation and discussed the mediator's proposal which
24 was ultimately accepted. I was very satisfied with the terms of the settlement that was agreed to by the
25 parties. I reviewed and signed the Memorandum of Understanding on December 13, 2023, and when
26 the settlement papers were ready, I again spoke with my attorneys and reviewed the settlement
27 agreement which I signed on July 11, 2024, as well as the amended settlement agreement on June 10,
28 2025.

1 12. **Participation:** Since I retained Class Counsel over three years ago, I have been actively
2 involved with this class action lawsuit performing the duties described above. While I did not keep
3 formal time records, I was in regular contact with my attorneys, attended hearings, reviewed important
4 court filings, and spent considerable time on the issues presented during the litigation and in the
5 settlement process. I estimate that I spent approximately 20-25 hours working on this case.

6 13. Also, my attorneys explained to me that the settlement process involved a two-step review
7 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
8 and paid. I knew this process also involved notifying all class members of the settlement terms and of
9 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
10 settlement.

11 14. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
12 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
13 that the requested Service Payment in the amount of \$10,000 from the settlement is fair compensation
14 for (1) the work I performed, (2) the sacrifices made not pursuing this case individually, and (3) the risks
15 I undertook.

16 15. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
17 risks I undertook by suing a former employer, the broad general release, the exposure to being
18 responsible for paying Defendant's costs in the event we did not win the case, and in light of the size of
19 the settlement, I believe the request for \$10,000 as a Service Payment is fair and reasonable.

20 16. Further, I support my attorneys' application for a payment of Attorneys' Fees and
21 Litigation Costs in the amount of up to \$277,570.30, comprised of attorneys' fees equal to one-third of
22 the Gross Settlement Amount estimated to be at least \$242,570.30 and up to \$35,000.00 for actually
23 incurred litigation expenses.

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17. I have in place a written fee agreement with Class Counsel wherein I provided written consent to the requested Attorneys' Fees and Litigation Costs.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 4-30-26, at San Diego, California.

By:  Victor Avalos (Apr 30, 2026 12:50:47 PDT)
VICTOR AVALOS