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Attorneys for Plaintiff

MOISES PEREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MOISES PEREZ, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

HEIMARK DISTRIBUTING, LLC, a California
corporation; and DOES 1 through 100, inclusive

Defendants.

Case No. CIVSB2228849

*[Assigned for All Purposes to Hon. Jessica Morgan,
Dept. S-26]*

**DECLARATION OF PLAINTIFF MOISES
PEREZ IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL
SETTLEMENT OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT AWARD**

Date: January 23, 2024

Time: 8:30 a.m.

Department: S-26

Filed: December 28, 2022

Trial: Not Set

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I, MOISES PEREZ, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed Private Attorneys General Act (“PAGA”) 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 started working for Defendant Heimark Distributing LLC (“Heimark” or “Defendant”) in or around October 2020 as a Line Technician. I was responsible for setting up lines at bars and restaurants. I was an hourly, non-exempt employee and along with the other hourly, non-exempt employees, were required to follow Heimark’s wage and hour policies and practices.

3. It is my understanding that I was not paid for all of my time work because Heimark used a rounding and/or time shaving practice and procedure. I also do not believe I received all of my legally required meal and rest breaks. Specifically due to the work demands imposed by Heimark, my meal break was often late, short, or missed altogether. Also, because of my job duties and the work demands imposed by Heimark, I did not receive any rest breaks. Despite all of this, I was not paid all of my rest period premiums.

4. Additionally, as part of my job duties, I was required to use my personal tools but was never reimbursed by Heimark. As a result of these violations, I also do not believe I received accurate and complete wage statements.

5. I retained Haines Law Group, APC and Lidman Law, APC to file this lawsuit against Heimark. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my former co-workers and current employees of Heimark by helping them recover their unpaid penalties. As the named Plaintiff I knew that I would be taking on certain risks that the other employees wouldn't have to bear. I knew that there was a risk that I could be liable for Heimark's costs if we lost the case. I accepted these risks because I wanted Heimark to compensate its former employees and to fix its pay practices. Even though I understood that joining a lawsuit is a public record and could stigmatize me and may affect my future employability because employers do not like to hire employees who have

1 filed lawsuits against their prior employers, I accepted that burden for the benefit of other employees
2 of Heimark.

3 6. I believe that if I had not sought legal representation to enforce California's labor laws,
4 I do not believe my former co-workers of Heimark and California's Labor and Workforce Development
5 Agency ("LWDA"), which I understand receives a portion of the proposed settlement, would receive
6 any of these funds. Without counsel and my assistance, I do not believe we would have gotten the
7 proposed settlement.

8 7. After the lawsuit was filed, I continued to work closely with my lawyers. I worked
9 with my lawyers to prepare for the mediation and was available that day for any questions that arose.
10 I spent time discussing the proposed settlement with my attorneys. I wanted to understand everything
11 before I signed it. I believed I represented the aggrieved employees and the LWDA to the best of my
12 ability and put the interests of the aggrieved employees ahead of my own. I estimate that I have spent
13 about 6-8 hours on this case.

14 8. I understand that my attorneys will request that the Court award me an enhancement
15 award of \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 enhancement
16 award is not contingent upon me supporting the proposed Settlement.

17 9. I am not involved in any other lawsuits nor have I been a named plaintiff in any other
18 PAGA case. I do not believe I have any conflicts with any of the other current or former, hourly, non-
19 exempt employees.

20 I declare under penalty of perjury under the laws of the United States and state of
21 California that the foregoing is true and correct. Executed on December 11, 2023 at San Bernardino,
22 California.

23 Moises Perez

24 Moises Perez (Dec 11, 2023 10:34 PST)

25 MOISES PEREZ