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Attorneys for Plaintiff COREY J. DEVINE,
individually, and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

COREY J. DEVINE, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

CAPSTONE LOGISTICS, LLC, a
Delaware Limited Liability Company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 20STCV39030

**DECLARATION OF SHERI KING IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: November 12, 2025

Time: 8:30 a.m.

Dep: 5

Hon. Steven S. Streger

Action Filed: April 22, 2024

I, Sheri King, declare as follows:

1. I am individual over 18 years of age. I am an Intervenor and proposed Class Representative in the above-captioned class and representative action, *Verdugo v. Capstone Logistics LLC*, No. CV66120, Tuolumne County Superior Court. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently. This declaration is submitted in support of Plaintiffs' Motion for Preliminary Approval of Class and Representative PAGA Action Settlement.

2. I worked as a janitor for Defendant Capstone Logistics, LLC ("Defendant" or "Capstone") from approximately June 2023 to September 2023. Throughout my employment, I was classified as an hourly, non-exempt employee.

3. During my employment, I was personally subjected to one or more of the Labor Code violations alleged in this action. For example, I regularly performed work off the clock at Defendant's direction and/or with its knowledge. As a result, I believe that I was not compensated for all hours worked. In addition, there were shifts during which I did not receive full, uninterrupted meal and rest periods.

4. I seek to represent current and former non-exempt employees who worked for Capstone in California and were subject to the same uniform timekeeping and payroll practices.

5. My decision to serve as a named plaintiff in this action was made after careful thought and consideration. I was aware that being a named plaintiff could draw attention in the workplace and potentially result in reputational harm or the perception that I am difficult to work with. I also understood that serving as a class representative could affect my future job opportunities. Although I believed the lawsuit was justified, I recognized the risk that current or prospective employers might learn of my involvement and that such knowledge could lead to retaliation or strained professional relationships. Nevertheless, I felt strongly that Capstone should be held accountable for how it treated its employees and decided to pursue these claims.

6. I also understood, from the time I agreed to serve as class representative, that there was a risk that if Plaintiffs did not prevail, I could be liable for Capstone's litigation costs. I accepted that risk. I also understood that an individual case might have been resolved more

1 quickly and with less financial exposure, but I chose to proceed on behalf of the class because I
2 believed it was the right thing to do.

3 7. Before and during the litigation, I was advised by my attorneys regarding my
4 duties and responsibilities as a class representative. I took these obligations seriously and
5 remained actively involved throughout the case. I understand the factual allegations in the
6 complaint, and based on my experience, I believe my circumstances are typical of other hourly
7 employees who worked for Capstone in California.

8 8. As a class representative, I understand that it is my responsibility to act in the
9 class's best interest and not my own. I am not aware of any conflicts that exist between my
10 interest and the interests of the class that would impair or affect my ability to serve as
11 representative for the class.

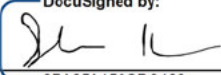
12 9. I have been, and continue to be, willing to assist in the investigation and
13 prosecution of this matter. Had this case proceeded to trial, I was prepared to testify and
14 participate fully in any further proceedings necessary to represent the class. Since retaining my
15 attorneys, I have actively participated in the litigation, including locating and reviewing
16 documents, communicating regularly with my attorneys, and staying informed about the progress
17 of the case.

18 10. Before signing Class Action and PAGA Settlement Agreement (the "Agreement")
19 ("Settlement Agreement" or "Agreement"), I carefully reviewed it and discussed its terms with
20 my attorneys. I believe the Settlement is fair, adequate, and reasonable. I am proud to have had
21 the opportunity to represent the class and to help obtain monetary relief for the class through this
22 Settlement.

23 11. I was not promised or offered anything in exchange for serving as the class
24 representative. I understand that my duties to the class continue until the litigation is fully
25 resolved. I do not expect to receive any benefit beyond my individual class member recovery
26 and, if approved by the Court, the requested Service Award. Ultimately, I believe the settlement
27 is fair, adequate, and reasonable because it holds Capstone accountable and provides timely
28 monetary relief to the class without the delay and risks of continued litigation.

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

3 Executed on this 28 day of October 2025, at Los Angeles, California.

4 DocuSigned by:
5 
6 Sheri King 9BA85A156CDC469...