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

JOEL FARIAS, on behalf of the general public
as private attorney general,

Plaintiff,

v.

HHS CONSTRUCTION LLC, a California
Limited Liability Company; CONGRUEX
GROUP LLC, business entity unknown; and
DOES 1-50, inclusive,

Defendant.

Lead Case No. CIVSB2206498;
CIVSB2213104
CIVSB2309192

**DECLARATION OF NICHOLAS
ALEXANDER VEGA IN SUPPORT OF
PLAINTIFFS' MOTION FOR APPROVAL
PAGA SETTLEMENT**

DECLARATION OF NICHOLAS ALEXANDER VEGA

I, NICHOLAS ALEXANDER VEGA, declare as follows:

1. I am over the age of eighteen. I submit this Declaration in support of the concurrently filed Motion for Approval of the PAGA Settlement. The following is based upon my personal knowledge, and if called as a witness, I could and would competently testify regarding the statements in this Declaration.
2. I was employed by Defendant July 2020 as a Non-Exempt Employee. I worked during the liability period for Defendant until separation from Defendant's employ in approximately March 2022. My duties included but were not limited to providing office support for the fleet transportation department.
3. Prior to filing this lawsuit, I searched for an attorney and found James Hawkins, APLC. I never knew James Hawkins, APLC before my consultation with them. After my consultation, I asked them to represent me in bringing a PAGA action on behalf of myself and all other similarly situated non-exempt employees of Defendant.
4. On April 19, 2023, I through my counsel filed a PAGA Complaint in San Bernardino County Superior Court, Case No. CIVSB2309192, entitled *NICHOLAS ALEXANDER VEGA v. HHS CONSTRUCTION LLC, et al.*, asserting the following cause of action on an individual and representative basis against Defendant: (a) failure to pay wages including overtime and minimum wages; (b) failure to provide meal periods for every work period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failure to pay all wages earned and owed upon separation from Defendant's employ; (e) failure to provide accurate itemized wage statements; (f) failure to pay timely during employment; and (g) failure to reimburse necessary business expenses (the "PAGA Action".) Prior to filing the PAGA Action, Plaintiff Uy submitted a letter to the California Labor and Workforce Development

1 Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil
2 penalties under PAGA for Defendant' alleged violations of California Labor Code
3 sections as outlined in his PAGA Complaint, thereby initiating LWDA Case Number
4 LWDA-CM-935049-23 (the "PAGA Notice").

5 5. I believe my situation is similar and has been similar to all other non-exempt employees
6 like me who worked for Defendant during the PAGA period.

7 6. I believe that my interests have been and continue to be in alignment with the Aggrieved
8 Employees, and I am willing to continue to pursue and prosecute their representative
9 claims against Defendant in this litigation. I believe I do not have any interests which are
10 against the interests of the Aggrieved Employees, and I will continue to do what is best for
11 all the Aggrieved Employees rather than myself, as I have done from the beginning of this
12 case.

13 7. My relationship with James Hawkins, APLC is purely an attorney client relationship and
14 there are no other business, familial or social relationships between my attorney and
15 myself. In addition, I do not have any relationship with Defendant other than being a
16 former employee of Defendant. For these reasons, there is no conflict of interest between
17 myself, my attorney, between Defendant, and myself or between the Aggrieved
18 Employees and myself.

19 8. As the PAGA Representatives in this case, I participated in every aspect of the litigation
20 and have been apprised of its progress. I believe I have maintained the best interests of
21 the Aggrieved Employees while performing my PAGA Representative duties, and I
22 participated in many interviews and conferences with PAGA counsel regarding the
23 conduct and settlement of this matter. I have spoken with several other Aggrieved
24 Employees and provided information regarding their claims to my counsel in support of
25 proving the PAGA claims and establishing what happened to us as a group of employees.

26 9. My counsel has informed me that this information, along with the details and support I
27 provided for the claims alleged in this matter, were very important in convincing
28 Defendant to negotiate the settlement now before the Court for approval. I have also

provided many documents to my counsel in support of the PAGA claims, have helped my attorneys with preparing written questions and what documents to ask for, and I have invested a lot of time and effort in performing my duties on behalf of the Aggrieved Employees. I also conducted numerous meetings with my counsel to prepare for and discuss Defendant' information requests in advance of the mediation.

10. After reviewing the settlement agreement and speaking with my counsel about it, I agreed to sign it on behalf of myself and all the other Aggrieved Employees. I signed the settlement because I believe the Settlement obtained in this case on behalf of the Aggrieved Employees is very fair, sufficient, and reasonable in view of the facts I know and have been made aware of, and due to the risk of going through further litigation. I believe the average payouts for the Aggrieved Employees are very reasonable considering all the facts and evidence and risks moving the case forward to trial.

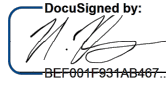
11. I have not received and understand I will not receive any consideration or promises that are different from any of the other Aggrieved Employees will receive under the Settlement.

12. I also understand and believe to be fair the settlement allocation formula and believe it fairly accounts for the individual settlement payments based on the strengths and weaknesses of the various alleged claims and also considering the individual compensation and pay rates for the various PAGA members over the settlement period.

13. I estimate that I have spent approximately 40 hours helping to prosecute this matter.

14. I also believe the requested enhancement payment is fair and reasonable because my decision to accept the risk of being a PAGA Representative in a PAGA action under the Labor Code may affect my future ability to get other jobs in this industry. I also understood and accepted the risk of potentially being liable for the opposing parties' costs and attorneys' fees if I was unsuccessful in this lawsuit. I voluntarily assumed these real and large risks and the case would not have been brought without me and the other PAGA members. I believe the Aggrieved Employees will receive a good benefit by resolving their claims against Defendant under the terms of the settlement.

1 15. I declare under penalty of perjury under the laws of California that the foregoing is true
2 and correct. Executed on this 6th day of February 2026 at Eastvale, California.

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4  DocuSigned by:
N. Vega
BEF001F931AB467...

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