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Attorneys for Plaintiff

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

RUBEN HERNANDEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

NEOVIA LOGISTICS SERVICES, LLC, a
Delaware Limited Liability Company; NEOVIA
LOGISTICS DISTRIBUTION, LP, a Delaware
Limited Partnership; and DOES 1 through 100,

Defendants.

Case No.: CIVSB2305867

*[Case assigned for all purposes to the Hon.
Tony Raphael, Dept. S36]*

**DECLARATION OF PLAINTIFF RUBEN
HERNANDEZ IN SUPPORT OF
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 11, 2024
Time: 8:30 a.m.
Dept.: S36

Action Filed: March 2, 2023
Trial Date: None Set

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I, Ruben Hernandez, declare as follows:

1. I am an individual over the age of 18 and one of the named plaintiffs in this matter.

This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case with Neovia Logistics Services, LLC and Neovia Logistics Distribution, LP, (collectively “Defendants”). 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 worked for Defendants as a non-exempt employee from approximately May 2016 until approximately December 2020, when I began a medical leave of absence. I formally separated my employment with Defendants on approximately January 25, 2023. I worked for Defendants at their Ontario, California warehouse.

3. During the COVID-19 pandemic, Defendants required me to undergo pre-shift temperature checks before I clocked-in for my shifts, but did not record or pay me for this time. During the COVID-19 pandemic, Defendants also required me to buy my own mandatory protective masks, but never reimbursed me for these necessary business expenses. Moreover, Defendants paid me bonuses throughout my employment, including bonuses that appeared on my wage statements as “Shift Prem 60” and “Shift Prem 50.” However, when I worked overtime hours and received bonus payments in the same time period, my overtime wages were calculated based upon my base rate of pay. Similarly, when Defendants paid me meal period premiums or sick pay wages, Defendants paid me at my base rate of pay, even when I also earned bonus payments during the same time period. Further, when Defendants paid me shift premium pay, my wage statements did not show the hours worked or rates of pay for each of these types of wages.

4. Throughout my employment, I had to clock-in and out for meal periods after exactly 30 minutes. This meant I had to allot time while off the clock during my 30-minute meal periods to travel from the timeclock to the breakroom, and back, to ensure that I was clocked back in within 30 minutes. Further, Defendants did not provide me with a second meal period when I worked shifts over 10 hours. Similarly, as with meal periods, I was only authorized and permitted to take exactly 10 minutes for my rest periods, which did not account for the time it took to travel

1 back and forth from my work station to the breakroom in order to make sure I returned to my
2 workstation before my 10-minute rest period ended. Further, Defendants did not allow me to leave
3 their premises during my rest periods.

4 5. When I first filed my lawsuit, I understood that it had the chance to benefit
5 Defendants' other workers by helping them recover money and penalties they were owed. I felt
6 that Defendants were not following the law, and I wanted Defendants to comply with the law and
7 treat their employees fairly. I feel that the other named plaintiffs and I have taken on a greater
8 burden than any of the other class members because we have been actively involved in the
9 litigation, and because it is our names that are attached to the lawsuit. Although I was aware of
10 the risks associated with filing a public lawsuit, I chose to move forward with the case anyway.
11 Through my efforts, Defendants have agreed to a settlement that will benefit current and former
12 employees of Defendants, and I believe that I should be compensated for carrying the burden of
13 this litigation for the benefit of the other employees.

14 6. I have been actively involved in this case since before it was even filed. Among
15 other things, I searched for relevant documents for use in the lawsuit, I provided factual
16 information to my attorneys, had various phone calls with my attorneys to discuss the claims in
17 the lawsuit and Defendants' policies and practices, assisted my attorneys to help them prepare for
18 mediation, made myself available during mediation to assist my attorneys and answer factual
19 questions posed by the mediator, reviewed and provided input regarding the settlement in this
20 case, and otherwise assisted my attorneys in moving this case towards resolution. I estimate that
21 I have spent approximately 15 hours in total on these activities.

22 I declare under penalty of perjury under the laws of the state of California and the United
23 States that the foregoing is true and correct. Executed on 08/09/24 at Rialto, California.

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Ruben Hernandez (Aug 9, 2024 10:18 PDT)

26 Ruben Hernandez
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