

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Selena Matavosian (SBN 348044)
LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Jacob McCullough

Paul K. Haines (SBN 248226)
Sean M. Blakely (SBN 264384)
Joel M. Gordon (SBN 280721)
HAINES LAW GROUP, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350 / Fax: (424) 292-2355

Attorneys for Plaintiff Joaquin Morales

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

JACOB MCCULLOUGH, JOAQUIN
MORALES, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

WRIGHT TREE SERVICE, INC., an Iowa
corporation; WRIGHT TREE SERVICE OF
THE WEST, INC., an Iowa corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 23CV-0203309

Honorable Stephen H. Baker
Department 64

CLASS ACTION

**DECLARATION OF PLAINTIFF
JOAQUIN MORALES IN SUPPORT
OF APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: September 15, 2025
Time: 8:30 a.m
Department: 64

Complaint Filed: September 26, 2023
Trial Date: None Set

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I, Joaquin Morales, declare as follows:

1. I am an individual over the age of 18 and am 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. 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 Wright Tree Service, Inc. and Wright Tree Service of the West, Inc. (“Defendants”) as a non-exempt “top climber” from approximately April 2019 until approximately July 2023 at their Novato and Sacramento, California locations. During my employment with Defendants, I was subject to Defendants’ wage and hour policies and practices that are at issue in this case.

3. During my employment with Defendants, I was not permitted to record my own time. My supervisors would record each day as an 8-hour shift, even though I often did not return from job sites until 15-30 minutes after the end of my scheduled shifts, resulting in me not being paid for those 15-30 minutes worked. Additionally, I was required to report to the company yard by 7:00 a.m. each day but was occasionally sent home due to bad weather. On these occasions when I was sent home, I was not paid for at least two hours of work and/or half of my usual scheduled hours at the regular rate of pay. I was also paid "per diem" payments, but Defendants did not include these payments while calculating my regular rate of pay for overtime compensation, and as a result, I do not believe I was paid all overtime wages I was owed. Additionally, I often did not receive a lunch break until after the end of my fifth hour due to work demands, and I was often not given a second meal period when I worked more than 10 hours. I also was not able to take all of my 10-minute rest breaks due to work demands. During my employment with Defendants, I needed to use my personal cell phone to communicate with other employees, managers, and customers, and I had to use my own personal boots, gloves and rain gear to perform my job duties. However, I was not reimbursed for these business expenses. As a result of these violations, it is my understanding that I was not paid all final wages owed to me by Defendants and was provided with inaccurate wage statements.

1 4. I have been actively involved in this case since I first retained Haines Law Group,
2 APC (“HLG”) in 2023. Without waiving the attorney-client privilege, prior to filing this lawsuit,
3 my attorneys explained my role and responsibilities as a Class Representative, and I understand
4 my responsibilities as a Class Representative. Since retaining my attorneys, I have had many
5 discussions with the attorneys and staff at HLG, including discussions regarding Defendants’
6 wage and hour practices and my claims in this case, potential witnesses, litigation strategy,
7 updates on how the case was proceeding, the Settlement, and how I could help the case and
8 potential Class Members. I also gathered and reviewed documents for use in the lawsuit and
9 reviewed relevant documents with my attorneys. I estimate that I have spent at least 45-50 hours
10 on this case from the time I first spoke with my attorneys regarding this case until the present. I
11 also understand that as part of the Settlement, I have agreed to a general release of claims against
12 Defendants, which is broader than the release of claims agreed to by other Class Members.

13 5. When this lawsuit was filed, I understood that this lawsuit could benefit former
14 employees of Defendants by helping to recover their unpaid wages, unpaid meal and rest period
15 premiums, and other penalties. I knew there was a risk that I could be liable for Defendants’ costs
16 if we lost the case. I accepted this risk because I wanted Defendants to pay its former employees
17 for their unpaid wages and penalties. Even though I understood that filing a lawsuit is a public
18 record, I accepted that burden in order to help former employees of Defendants. As far as I am
19 aware, I have no actual or potential conflicts with any of the Class Members.

20 6. I understand that my attorneys will request that the Court approve an enhancement
21 payment of \$12,500.00 for my efforts on behalf of the Settlement Class. I believe this amount is
22 reasonable based on the amount of time and effort I have devoted to this case and the risks I have
23 undertaken as a class representative, and my general release of claims, as described above. My
24 support for the Settlement is not contingent on me receiving this enhancement payment.

25 7. Under the proposed Settlement in this case, uncashed funds will be sent to *cy pres*
26 recipient Court Appointed Special Advocates of Shasta County. I have no personal and/or
27 financial interest and/or connection with Court Appointed Special Advocates of Shasta County.

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1 I declare under penalty of perjury under the laws of the State of California and the United
2 States that the foregoing is true and correct. Executed on 5/15/2025, 2025 in
3 Sacramento, California.

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5 Joaquin morales (May 15, 2025 16:19 PDT)
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