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Attorneys for Plaintiff
LUIS CASTILLO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LUIS CASTILLO, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

DSD CONTAINER FREIGHT
STATION, INC., a California corporation;
and DOES 1
through 100, inclusive,

Defendants.

Case No.: 23STCV16677

*[Assigned for all purposes to the Hon. Elihu M.
Berle, Dept. SSC-6]*

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

Date: February 13, 2026
Time: 11:00 a.m.
Dept.: SSC-6

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I, LUIS CASTILLO, 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. DSD Container Freight Station, Inc. (“Defendant”) does business by providing freight forwarding services.

3. I was employed by Defendant as a non-exempt employee from approximately the year 2019 through September 21, 2023 and performed work as a forklift operator. While working for Defendant, I was subject to Defendant's wage and hour policies and practices.

4. It is my understanding that I was not compensated for all of my time worked. Specifically, I am informed and believe that Defendant shaved or rounded my time worked so that I was not paid minimum wage for all hours worked and was not paid overtime wages when I worked more than eight (8) hours in a workday or 40 hours in a workweek.

5. I do not believe I received all legally-compliant meal periods. My lunch break often times took place after five hours of work. Often, I was not provided a second meal period when I worked more than 10 hours in a day.

6. I also do not believe I received all legally-compliant rest periods. I was not authorized to take a rest period for every four hours that I worked because of Defendant's work demands.

7. As a result of these violations, I also do not believe I received accurate and complete wage statements.

8. I was required to use my personal cell phone for my work with Defendant. I was not reimbursed for the use of my cell phone for business purposes.

9. I retained Haines Law Group, APC and Lidman Law, APC to represent me in my Labor Code violation claims against Defendant.

10. 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 Defendant by helping them recover unpaid penalties for various Labor Code violations, including failure to pay all overtime wages owed, minimum wage violations, failure to provide meal periods, failure to authorize and permit rest periods, failure to provide accurate itemized wage statements, failure to pay all wages at the time of termination, failure to reimburse all necessary business expenses, and failure to maintain accurate records. As the named Plaintiff I knew that I would be taking on certain risks that the other employees would not have to bear. I knew that there was a risk that I could be liable for Defendant's costs if we lost the case. I accepted these risks because I wanted Defendant to compensate its former and current 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 filed lawsuits against their prior employers, I accepted that burden for the benefit of other employees of Defendant. Indeed, if I had not sought legal representation to enforce California's labor laws, I do not believe my former co-workers would have brought a lawsuit against Defendant. I do not believe that my former co-workers and California's Labor and Workforce Development Agency ("LWDA"), which I understand receives a portion of the proposed settlement, would have received any of these funds. Without counsel and my assistance, I do not believe we would have gotten the proposed settlement.

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

12. As part of the proposed Settlement, I have agreed to release Defendant and Released Parties from any and all of the PAGA Released Claims that arose during the PAGA Period.

13. I understand that my attorneys will request that the Court award me an enhancement award of \$3,500.00 for my service and efforts on the case. This proposed \$3,500.00 enhancement award is not contingent upon me supporting the proposed Settlement.

I declare under penalty of perjury under the laws of the United States and state of California that the foregoing is true and correct. Executed on 12/16, 2025 at Van Nuys, California.

Luis Castillo

Luis Castillo