

1 **JUSTICE FOR WORKERS, P.C.**
William C. Sung, SB# 280792
2 E-Mail: william@justiceforworkers.com
Tiffany L. Luu, SB# 335127
3 E-Mail: tluu@justiceforworkers.com
9575 Bolsa Avenue
4 Westminster, CA 92683
Tel: 323-922-2000
5 Fax: 323-922-2000

6 Attorneys for Plaintiff CESAR TATE

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 CESAR TATE, an individual and on behalf of
11 all others similarly situated;

12 Plaintiff,

13 vs.

14 ST. DISTRIBUTING CO., LLC, a Delaware
15 limited liability company; and DOES 1 through
16 50,
17 Defendants.

Case No.: 23STCV22743

[Assigned for All Purposes to:
Judge Theresa M. Traber, Dept. 1]

**DECLARATION OF CESAR TATE IN
SUPPORT OF MOTION FOR
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT,
ATTORNEY'S FEES AND COSTS,
AND CLASS REPRESENTATIVE
SERVICE AWARD**

(Filed concurrently with Motion for Final
Approval; Supporting Declarations; and
[Proposed] Order)

DATE: February 11, 2026
TIME: 10:30 a.m.
DEPT: 1

Action Filed: September 20, 2023
Trial Date: Not Set

1 I, Cesar Tate, hereby declare as follows:

2 1. I am an individual over the age of 18 year and the named Plaintiff in the above-
3 captioned matter. This declaration is submitted in support of approval of the proposed class action
4 settlement (“Settlement”) reached in this case. I have personal knowledge of the facts contained in
5 this declaration, and if called as a witness, could and would testify as to their accuracy.

6 2. I was employed by Defendant ST. DISTRIBUTING CO., LLC (“Defendant”) as a
7 non-exempt warehouse worker at its warehouse in Downey, California from approximately
8 November 2022 to approximately August 2023. From November 2022 to June 2023, Defendant
9 employed me via a staffing agency. From June 2023 to August 2023, Defendant employed me as a
10 direct-hire employee. During my employment with Defendant, I was subject to Defendant’s wage
11 and hour policies and practices that are at issue in this case.

12 3. Specifically, I sometimes worked during my lunch break off the clock. Defendant
13 wanted everyone to clock out for lunch at the same time even though we were too busy to take a full
14 30-minute lunch break. I would clock out, keep working, and clock back in after 30 minutes, and I
15 did not take a 30-minute lunch during those shifts. I sometimes was only provide one rest break
16 instead of two rest breaks. Additionally, I earned incentive compensation, which I believe
17 Defendant incorrectly calculated my overtime rate. As a result of the foregoing issues, I believe I
18 received inaccurate wage statements and was not paid all wages when my employment with
19 Defendant ended in August 2023. I believe other non-exempt employees of Defendant were subject
20 to the same policies and procedures discussed above and that my claims against Defendant for
21 unpaid wages and statutory and civil penalties are typical of Class Members’ claims.

22 4. I have been actively involved in this case since I first retained Justice for Workers,
23 31-C. (“JFW”) in August 2023. Without waiving the attorney-client privilege, prior to filing this
24 lawsuit, my attorneys explained my role and responsibilities as a Class Representative, and I
25 understand my responsibilities as a Class Representative. Since retaining my attorneys, I have had
26 many discussions with the attorneys and staff at JFW, discussions regarding Defendant’s wage and
27 hour practices and my claims in this case, litigation strategy, updates on how the case was
28

1 proceeding, the Settlement, and how I could help the case and potential Class Members. I also
2 gathered and reviewed documents for use in the lawsuit and reviewed relevant documents with my
3 attorneys. I estimate that I have spent at least 15 hours on this case from the time I first spoke with
4 my attorneys regarding this case until the present. I also understand that as part of the Settlement, I
5 have agreed to a general release of claims against Defendant, which is broader than the release of
6 claims agreed to by other Class Members.

7 5. Furthermore, there is no conflict between my interests and the interests of the class
8 that I am seeking to represent. My interests are entirely coextensive with the interests of the Class. I
9 allege that I was injured by the same company-wide policies and practices to which the proposed
10 Class was subjected and seek the same relief. I have already demonstrated my ability to advocate
11 for the interests of the Class by initiating this litigation, undertaking extensive class discovery, and
12 evaluating the proposed settlement to assure that it is fair.

13 6. I understood that at the time I filed this action, as a Class Representative, I owed a
14 duty to the putative class members to faithfully prosecute this action with their best interests at the
15 forefront of every decision. I understood that I could not make any decision in this action for the
16 sole benefit of my personal interest. I understood that in executing this duty, I might have been
17 asked to sacrifice my personal best interests for the benefit of the interests of the putative class
18 members. Nevertheless, I knowingly and voluntarily undertook this duty in order to provide the
19 broadest possible relief for my former co-workers for what I perceived to be Defendant's unlawful
20 wage and hour practices. I believe that I faithfully executed the duties of a Class Representative
21 throughout this litigation and will continue to do until this litigation is fully and finally resolved.

22 7. I understand that my attorneys will request that the Court approve a service award
23 of \$7,500 for my efforts on behalf of the Class. I believe this amount is reasonable based on the
24 amount of time and effort I have devoted to this case, the risks I have undertaken as a Class
25 Representative, and my general release of claims, as described above. My support for the Settlement
26 is not contingent on my receiving this service award.

27 8. I do not have any conflict of interest with the proposed Administrator, Simpluris,
28 Inc.

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 April 28, 2025 at Ontario, California.

4
5 

6 _____
Cesar Tate