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11 Attorneys for Plaintiffs Tremayne Richardson and Vincent P. Cabral

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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN MATEO**

15 TREMAYNE RICHARDSON and
16 VINCENT P. CABRAL, individually, and
17 on behalf of all others similarly situated,

18 Plaintiff,

19 vs.
20

21 ROBERTSON'S TRANSPORT, LTD., a
22 California corporation; and DOES 1
23 through 10, inclusive,

24 Defendants

Case No.: CIVSB2322799

[Assigned for All Purposes to:
Hon. Kory Mathewson, Dept. R12]

**DECLARATION OF VINCENT P.
CABRAL IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

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

DATE: May 4, 2026
TIME: 9:00 a.m.
DEPT: R12

Action Filed: September 15, 2023
Trial Date: Not Set

1 I, Vincent Cabral, 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 Robertson's Transport, LTD ("Defendant") as an
7 hourly-paid, non-exempt transport driver transporting boulders to concrete processing locations
8 from approximately September 9, 2022 to approximately August 7, 2023. During my employment
9 with Defendant, I was subject to Defendant's wage and hour policies and practices that are at issue
10 in this case.

11 3. Specifically, I worked off the clock without pay during my meal breaks and did not
12 receive off duty meal and rest breaks as I was required to consistently monitor and watch my truck
13 even when I was on my meal and rest breaks. Defendant also paid me piece rate compensation
14 based on loads I transported, and I believe Defendant didn't properly calculate my overtime and
15 paid sick leave rates based on the piece rate compensation. I also used my personal cellphone to
16 communicate with Defendants' dispatchers and I purchased work tools such as a mallet to clear my
17 truck, and I was not reimbursed for these expenses. 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. I believe other non-exempt employees of Defendant were subject to the same
20 policies and procedures discussed above and that my claims against Defendant for unpaid wages
21 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 P.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 and meetings with the attorneys and staff at JFW, discussions regarding
27 Defendant's wage and hour practices and my claims in this case, litigation strategy, updates on how
28 the case was proceeding, the Settlement, and how I could help the case and potential Class

1 Members. I also gathered and reviewed documents for use in the lawsuit and reviewed relevant
2 documents with my attorneys. I estimate that I have spent at least 20 hours on this case from the
3 time I first spoke with my attorneys regarding this case until the present. I also understand that as
4 part of the Settlement, I have agreed to a general release of claims against Defendant, which is
5 broader than the release of claims agreed to by other Class Members.

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

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

21 7. I understand that my attorneys will request that the Court approve a service award
22 of \$10,000.00 for my efforts on behalf of the Class. I believe this amount is reasonable based on the
23 amount of time and effort I have devoted to this case, the risks I have undertaken as a Class
24 Representative including being sued by Defendant, and my general release of claims, as described
25 above. My support for the Settlement is not contingent on my receiving this service award.

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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 December 1, 2025 at Upland, California.
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Vincent Cabral
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