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

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

Plaintiff,

vs.

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

Defendants

Case No.: CIVSB2322799

**DECLARATION OF PLAINTIFF TREMAYNE
RICHARDSON IN SUPPORT OF MOTION
FOR APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING:

Date: May 4, 2026

Time: 9:00 a.m.

Judge: Kory Mathewson

Dept.: R12

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
William Sung, the Declaration of Plaintiff Cabral,
and [Proposed] Preliminary Approval Order]*

Action Filed: September 15, 2023

Trial Date: Not Set

DECLARATION OF TREMAYNE RICHARDSON

I, Tremayne Richardson, declare as follows:

1. I am a named Plaintiff in this case. I am a former employee of named Defendant Robertson's Transport, LTD ("Defendant"). As such, I have personal knowledge, or am informed and believe, of the following facts. If called as a witness, I could and would testify competently to the following:

BACKGROUND OF EMPLOYMENT

2. I worked for Defendant as a transport driver in California from approximately October 2022 to August 2023. Throughout my employment, I was typically scheduled to work 12 hours each workday and 6 workdays each week.

3. During my employment with Defendant, I believe that its wage and hour practices placed employees, including me, at a disadvantage. For instance, I believe I was not paid for all the hours I worked, including as a result of off-the-clock work. Also, due to the nature of my work, I occasionally experienced problems with receiving full and uninterrupted rest breaks and 30-minute meal breaks. Also, I did not receive reimbursement for all necessary business expenses, including expenses incurred for the use of my personal cellphone and the purchase of tools for work purposes.

4. As a result of Defendant's wage and hour practices, I believe I have suffered unpaid wages and unreimbursed business expenses.

COMMONALITY AND PREDOMINANCE

5. I believe Defendant's wage and hour practices that affected me also affected all their non-exempt employees. For instance, I believe the practice of time-rounding was common among all Defendant's employees. I also believe other employees experienced problems with receiving full and uninterrupted meal breaks and rest breaks, receiving premium wages for non-compliant breaks, or receiving reimbursements for necessary business expenses incurred.

6. As a result of Defendant's wage and hour practices, I believe other employees and I were harmed and are therefore owed wages and reimbursements.

TYPICALITY AND ADEQUACY

7. I was employed by Defendant in California in an hourly paid, non-exempt position during the proposed Class Period and was subject to the same pay structure and rules as all the other non-exempt

1 employees of Defendant. Accordingly, I have brought this class action case on behalf of all other employees
2 who are also or were at some point classified as non-exempt during their employment with Defendant. I
3 believe my alleged claims in this case impacted not only me but the entire Class.

4 8. I am not aware of anything special about me that would raise unique defenses to my claims,
5 as opposed to the claims of the Class. I am also not suing for anything unique to me; rather, my claims are
6 based upon the same facts that relate to the rest of the Class.

7 9. I do not believe I have any conflicts of interest with other Class Members and have agreed to
8 place Class interests above my own. I do not intend to take any action that would place me in a position that
9 is hostile to other Class Members. I have I reviewed and consented to in a signed writing the joint
10 prosecution and fee-splitting agreement between my attorneys and the law firm of Justice for Workers, P.C.,
11 which represents Vincent P. Cabral, the other named plaintiff in this action and former employee of
12 Defendant.

13 10. I also do not believe I have any conflicts of interest with Atticus Administration LLC, which
14 is the neutral entity that has been selected to administer the proposed Class Action and PAGA Settlement
15 Agreement and Class Notice ("Settlement Agreement").

16 DUTIES AS CLASS REPRESENTATIVE

17 11. This lawsuit is not an individual lawsuit; rather, it is a proposed class action. I understand that
18 as a Class Representative in this matter, I have an obligation to do my best to look out for the interests of
19 other Class Members. I understand my obligations to the Class exist even when the Class is certified solely
20 as part of a class action settlement. It is my understanding that, as one part of this duty to the Class, I cannot
21 agree to a settlement to benefit myself to the exclusion of the rest of the Class Members. I have never asked
22 my attorneys to simply settle this matter at any cost; rather, I have asked them to obtain the best settlement
23 they could, within reason, and I believe that they have attempted to do so.

24 12. I have conferred with my attorneys about the Settlement Agreement in this case. I am not an
25 accountant, but I generally understand the factors and risks that should be considered when evaluating a
26 settlement. I believe the Settlement Agreement is fair, adequate, and reasonable, and therefore, I would
27 recommend the Court approve it.

28 13. I understand the obligations of being an adequate Class Representative include significant

1 responsibilities and a fiduciary duty to represent the Class, which means responding truthfully, completely,
2 and promptly to any information requests made by my attorneys; reviewing facts and claims in the case to
3 make certain the alleged Labor Code violations are redressed; participating dutifully in the litigation;
4 making myself available for any meetings, proceedings, and court hearings at which I am needed; and,
5 above all, putting Class interests above my own.

6 14. I brought this class action in full recognition and acceptance of my responsibilities as the
7 Class Representative, and I continue to appreciate the importance of my responsibilities as the litigation
8 continues.

9 15. This case was filed over two years ago, and since then, I have made myself available whenever
10 my attorneys wanted to discuss aspects of my employment by Defendant, and I remain committed to seeing
11 this matter through to the end.

12 16. My goal in bringing this lawsuit was to obtain a recovery on behalf of the Class, and, even
13 more importantly, to put an end to what I believe are illegal practices on the part of Defendant.

14 17. Summing it all up in the simplest terms, I asked to be the stand-in for other employees of
15 Defendant as a Class Representative. Because of that, I cannot quit on the Class, and I cannot put myself
16 and my interests before the Class. I accept these duties and request that I be appointed as a Class
17 Representative, for settlement purposes.

18 18. I believe that were it not for me or Mr. Cabral stepping forward and taking on the duties of
19 protecting the interests of other Class Members in this case, it is likely that the interests of the Class would
20 neither have been prosecuted nor benefited.

21 19. My participation began with bringing certain issues that are involved in this matter to my
22 attorneys' attention and explaining the factual background that was used to prosecute the claims in this case.
23 For example, I provided to my attorneys and reviewed with them documents from my employment by
24 Defendant that I had in my possession, and I explained those documents and related facts to my attorneys
25 to assist them in their review and analysis. I also assisted in identifying potential witnesses, including other
26 employees, who might likewise have been of assistance.

27 20. My efforts continued after the suit was filed. For example, I continued to identify employees
28 and other witnesses to my attorneys, along with other information as to how they could be of potential use

1 in this matter. I also made myself available to answer questions from my attorneys during the mediation
2 that ultimately led to the proposed Settlement Agreement.

3 21. I have been, and will continue to be, actively involved in assisting my attorneys to support this
4 wage and hour action.

5 REASONABLENESS OF SERVICE PAYMENT

6 22. I understand the Settlement provides a service payment to me in the amount of up to
7 \$10,000.00, subject to the Court's approval, as a Class Representative, and that this service payment is in an
8 addition to the individual settlement payment I will receive as a Class Member. I believe this service award
9 is fair compensation to me for initiating and helping to prosecute this case, for my effort and time on this
10 case, and for the substantial risks I undertook with respect to agreeing to be a named Plaintiff in this case,
11 including the negative impact this role may have on my future employability. I estimate that to date I have
12 spent roughly 30 hours working on this case, and I expect that I will put in additional hours of my own time
13 after preliminary settlement approval, including during the class notice process, to prepare for final
14 settlement approval, to monitor the status of funding and disbursement following any entry of final approval,
15 and to answer any questions that other class members might have. In addition, under the Settlement
16 Agreement, I have signed a general release of any and all claims I have against Defendant, including a
17 waiver of my rights under California Civil Code section 1542.

18 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
19 true and correct. Executed this _____, at Eastvale, California.

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21 _____
22 Tremayne Richardson
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