

Christina M. Lucio (SBN 253677)
christina@emplawllp.com
Mitchell J. Murray (SBN 285691)
mitchell@emplawllp.com
Nicholas W. Schieffelin (SBN 302329)
nick@emplawllp.com
EMPLAW, LLP
2235 Encinitas Boulevard, Suite 210
Encinitas, California 92024
Telephone: (760) 942-9433

ELECTRONICALLY FILED
Superior Court of California,
Inyo County
04/30/2026 at 03:15:51 PM
By: Lili Felgar, Deputy Clerk

Attorneys for Plaintiff PHILLIP POWELL, individually,
and on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF INYO

PHILLIP POWELL and ANGEL
GONZALEZ, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

R & S BEVERAGE COMPANY LP, a
California limited partnership; and DOES 1
through 50, inclusive,

Defendants.

Case No. 24UC70842

Assigned for All Purposes to:
Hon. Stephen Place; Dept. 1

**DECLARATION OF PLAINTIFF
PHILLIP POWELL IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT,
APPROVAL OF NOTICE TO CLASS
MEMBERS, APPROVAL OF
SETTLEMENT ADMINISTRATOR, AND
SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

Hearing Date: June 12, 2026
Time: 1:00 p.m.

Complaint Filed: June 7, 2024

1 I, Phillip Powell, declare as follows:

2 1. I am a named Plaintiff in this action. The facts set forth herein are true of my own
3 personal knowledge, and if called upon to testify thereto, I could and would competently do so under
4 oath.

5 2. During my employment, I believe that I was not paid for all hours worked, including
6 overtime and minimum wages, I was not provided compliant meal and rest breaks, I was not timely
7 paid all wages owed during employment and upon termination, I was not provided accurate wage
8 statements, I was not reimbursed for all necessary business expenses and I was not paid lawful sick
9 leave. Based on my experience and observations of the policies and practices of Defendant R&S
10 Beverage Company ("Defendant" or "R & S"), I believe other Class Members had similar experiences
11 and suffered the same violations.

12 3. After meeting with my attorneys, I decided to file a class action and a PAGA lawsuit to
13 seek relief for myself and all similarly situated employees. I agreed to serve as Class Representative.

14 4. On June 7, 2024, I submitted a letter to the California Labor Workforce Development
15 Agency ("LWDA") alleging that Defendant: (1) failed to pay all wages for hours worked (including
16 overtime and minimum wages); (2) failed to provide lawful meal periods; (3) failed to authorize and
17 permit rest periods; (4) failed to timely pay wages during employment; (5) failed to provide accurate
18 itemized wage statements; (6) failed to keep accurate payroll records; (7) failed to timely pay all wages
19 owed upon separation from employment; and (8) failed to reimburse business expenses.

20 5. On June 7, 2024, I filed a class action in Inyo County Superior Court titled *Phillip*
21 *Powell v. R&S Beverage Company LP*, Case No. 24UC70842, alleging: (1) failure to pay minimum
22 wages; (2) failure to pay overtime owed; (3) failure to provide lawful meal periods; (4) failure to
23 authorize and permit rest periods; (5) failure to timely pay wages during employment; (6) failure to
24 timely pay wages owed upon separation from employment; (7) failure to reimburse necessary
25 expenses; (8) failure to furnish accurate itemized wage statement provisions; and (9) unfair
26 competition.

27 6. On August 14, 2024, I filed the present PAGA action seeking PAGA penalties for the
28 violations alleged in the Class Action and LWDA letter. As part of this settlement, I have filed a First

1 Amended Complaint in this Inyo County Superior Court action, bringing the PAGA action into this
2 class action.

3 7. I began my employment with R & S on August 26, 2020, initially as a delivery driver. I
4 was promoted to Sales Representative in July 2021 and then to Territory Manager in October 2022.
5 Despite increased responsibilities, I never received formal documentation of my new roles or updated
6 compensation terms. I regularly worked over 70 hours per week, including nights and weekends,
7 without receiving overtime pay.

8 8. I allege that, during my employment, Defendant failed to provide compliant meal and
9 rest breaks, failed to pay all minimum and overtime wages owed, failed to pay all wages due upon
10 termination, failed to provide complete and accurate wage statements, failed to reimburse for necessary
11 expenses, failed to provide and/or pay for accrued sick leave, and failed to produce employee records.
12 This was true for myself and my fellow Class Members.

13 9. I understood my duty as Class Representative was to actively participate in the case and
14 keep apprised of its progress and to consider the Class's interests as I consider my own. I have worked
15 diligently to fulfill these duties by assisting my attorneys in investigating and prosecuting this action on
16 behalf of the Class. I do not believe, nor do I have any reason to believe, that my interests in this
17 lawsuit are in conflict with or in any way antagonistic to the interests of my fellow Class Members.

18 10. I understood the risks of serving as Class Representative, including potential liability for
19 Defendant's costs/fees and reputational harm that could affect future employment prospects. Despite
20 these risks, I felt obligated to pursue this case to vindicate our rights and recover wages owed.

21 11. As one of the named Plaintiffs in this action, I have provided significant assistance to
22 Class Counsel in this case. Among other things, I provided factual background for the mediation and
23 Complaints; reviewed the Complaints and settlement documents; searched for and provided
24 documents; reviewed documents with my attorneys; participated in calls to discuss litigation and
25 settlement strategy; and made myself available for a full-day mediation. At no time did I ever have a
26 guarantee of any personal benefit as a result of this case. On the contrary, I assumed significant risk in
27 bringing this litigation, namely, had I lost, I could have been ordered to pay Defendant's costs, and my
28 name will be attached to this lawsuit.

12. My attorneys provided me the proposed Stipulation of Settlement, which I carefully reviewed and discussed with them before signing.

13. I am aware of the major details of the Settlement Agreement including the non-reversionary Gross Settlement Amount (GSA) of \$277,500.00 and the requested allocations therefrom. Even though I strongly believe in the merits of the case that I have brought, I understand that there are no guarantees in litigation and there are significant legal hurdles to overcome to prevail in this action if this case continues to be litigated. Given these risks, I believe the Settlement is fair, adequate, and reasonable and is in the best interest of the Class.

14. It is my understanding that based upon my efforts as one of the named Plaintiffs in this action, I am requesting a Class Representative Service Payment. I understand that any award is subject to the Court's discretion. I respectfully request that the Court grant this award to me in the amount of \$2,500 for my service to the class and efforts in prosecuting this action, and in exchange for the broad general release that will enter into as part of the Settlement.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed on 04/07/26 in Mansfield, Ohio


Phillip Powell (Apr 7, 2026 21:12:41 EDT)
Phillip Powell