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Attorneys for Plaintiff MIGUEL HERNANDEZ,
on behalf of himself, all others similarly situated,
and on behalf of the general public.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

MIGUEL HERNANDEZ, on behalf of himself, all
others similarly situated, and on behalf of the
general public

Plaintiff,

v.

MJ INDUSTRIES, INC.; MJ TANK LINES,
INC.; and DOES 1-100,

Defendants.

Case No. 37-2017-00003218-CU-OE-CTL

**DECLARATION OF PLAINTIFF MIGUEL
HERNANDEZ IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 15, 2021
Time: 8:30 a.m.
Dept: C-74
Judge: Hon. Ronald L. Styn

1 I, MIGUEL HERNANDEZ, declare the following:

- 2 1. I have personal knowledge of the facts set forth in this declaration and if called to testify, I
3 could competently testify to the same.
- 4 2. I am a named Plaintiff in the above-captioned lawsuit, and I submit this declaration in support
5 of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.
- 6 3. I was employed by MJ Industries, Inc. dba MJ Tank Lines ("MJ") as a driver. My job was to
7 deliver fuel and petroleum products to MJ's customers. I worked for MJ from approximately
8 November of 2009 to October of 2015.
- 9 4. I felt that I was not being paid properly for all of the hours that I worked, and I was not getting
10 my meal and rest breaks. So, I consulted with my attorneys to discuss my situation, class
11 action lawsuits in general, and what it meant to be a class representative. My attorneys
12 explained to me what a class action was, and I understood that, if this case was filed as a class
13 action, I would not only be seeking compensation for myself, but I would also be representing
14 the interests of all other class members who were employed by MJ as drivers in California
15 from January 25, 2013 through July 24, 2020.
- 16 5. I talked with other employees of MJ who are also aware of this case and they feel the same
17 way that I did.
- 18 6. After talking with my attorneys about my experience working for MJ and my understanding
19 of how I and other employees were paid and the type of work we would do, I agreed to be a
20 class representative for this case. My attorneys explained to me what my rights were under
21 the law and the options of pursuing my claims administratively, individually, or as a
22 representative of a class of similar current and former employees.
- 23 7. I agreed to be a class representative in this case and have been acting as a class representative
24 since the case was initiated. My attorneys explained to me the very serious obligations of a
25 class representative. My attorneys told me that I must always put the class members' interests
26 ahead of my own. I have been more than happy to do this, and I believe I have consistently
27 done this since the case began.
- 28 8. I wanted to help myself and other employees get the money I believe we were owed for the

1 work we did for MJ that I think we were not paid for. As I said, I felt that I was not getting
2 my meal and rest breaks when I worked for MJ and that I was not being paid for all my hours
3 worked. I believed the other employees working for MJ shared my experiences. I understood
4 that my own claims would be delayed by proceeding in an action for all other drivers.

5 9. I also understood that there were other risks involved in bringing this kind of lawsuit,
6 especially because this case could be so costly to MJ. I was aware that, if I brought an action
7 as a Class Representative, I might be responsible for some or all of MJ's legal costs in this
8 matter if the case was not successfully concluded. I understood that being a plaintiff in a class
9 action could subject me to the stigma that is sometimes associated with those who bring these
10 kinds of lawsuits and that being a named plaintiff in a class action could harm my future
11 employment opportunities or blacklist me from future employment within the trucking
12 industry. I was still willing to be a plaintiff and pursue the case on behalf of all the other
13 employees because I felt MJ was wrong in its employment practices and policies. I was not
14 afraid to stand up for what I believed was right but was nervous about the negative
15 consequences that could have resulted from my decision to be class representative.

16 10. During my discussions with my attorneys, I learned that a large amount of work could be
17 required of me as a class representative, and I was willing to engage in this work. I had to
18 respond to a lot of written discovery in this case. I spent about a lot of time looking for the
19 documents MJ asked me for and had multiple discussions with my attorneys in reviewing and
20 responding to MJ's discovery requests.

21 11. I also spoke with my attorneys on numerous occasions about how MJ paid me, what my
22 typical workday was like, and whether I got breaks.

23 12. I understood the work that could be required of me as a class representative. My attorneys
24 explained that my deposition may take weeks of in-person interviews, preparation, and
25 testimony. In fact, I did spend a significant amount of time meeting with my attorneys prior
26 to sitting for my deposition on October 19, 2018.

27 13. Although I was not at the mediation in person, I was available on the phone for all of the
28 negotiations, which I was kept apprised of and assisted in. Even after the case did not settle at

1 the mediation, my attorneys continually communicated and explained every part of the
2 negotiation process. Having been fully informed and advised by my attorneys as to the risks
3 associated with further litigation, as well as MJ's potential exposure, I gave my consent to
4 settle with MJ for the gross settlement amount of \$150,000, which I think is fair.

5 14. After the case settled, my attorneys provided me with a copy of the settlement agreement,
6 which I completely and carefully reviewed. I spoke with my attorneys to have them explain
7 some of the terms of the agreement. I then signed the agreement and gave it to my attorneys.

8 15. I have and will continue to adequately represent all of the interests of the class of drivers
9 employed by MJ in California during the Class Period. With my status as class representative,
10 I will treat the interests of the class above my interests.

11 16. My claims are typical of the class because my situation was the same as the drivers employed
12 by MJ in California. My interests are the same as all members of the proposed Class.

13 17. From the very beginning, I understood that I was participating in this case, not only for my
14 own benefit but for the many past and present employees. I understood that there were risks
15 involved in this kind of lawsuit. I understood that the lawsuit could continue for several years
16 and require my services and attention throughout the entire length of the lawsuit. I also
17 understood that by signing the settlement agreement, I was giving up my rights to potentially
18 sue MJ for any other claims I might have that I may not know of at the moment. In light of
19 these risks and responsibilities as a class representative in a case of this size, I believe the
20 \$10,000.00 service payment request is reasonable.

21 18. I understand that this additional service payment is not guaranteed and is subject to the Court's
22 approval. My opinion about the fairness of the settlement in the case is not based on this
23 potential payment.

24 19. While I truly believe that I was doing the right thing in pursuing this case, I do believe that I
25 have paid a price for the greater good of other employees, who will now get some relief
26 through this settlement.

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20. I recognize that any settlement of this matter must be approved by the Court in terms of whether it is fair and reasonable, and that I am obligated to protect the interests of all non-exempt drivers of MJ for the Class Period.

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

Date: 11/14/2020

Miguel Hernandez
Miguel Hernandez