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

VAN WALKER, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

WFS EXPRESS, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 34-2020-00285301-CU-OE-GDS

**DECLARATION OF VAN WALKER IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 9, 2022
Time: 1:30 p.m.
Dept.: 53

Reservation No.: 26038058

Complaint Filed: August 5, 2020
Trial Date: None

DECLARATION OF VAN WALKER

I, Van Walker, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I worked for Defendant WFS Express, Inc. ("Defendant") from in or about March 2018, until on or about January 14, 2020. Throughout my employment with Defendant, I worked as a Ramp Agent. I was a non-exempt employee, paid on an hourly basis.

3. During my employment with Defendant, I was not provided with off-duty rest periods. Instead, I had to remain on-duty to perform work throughout my shifts. I did not receive rest period premium compensation for shortened rest periods.

4. During my employment with Defendant, I was also not paid all wages owed. Specifically, I was underpaid overtime wages and meal period premium compensation. I was regularly paid incentives, such as shift premiums and shift differentials, that were not factored into the regular rate of pay for overtime wages or meal period premium compensation.

5. Additionally, I frequently reported to work, but was regularly sent home without being allowed to complete the entire scheduled shift. In those instances, I was not paid reporting time wages.

6. Furthermore, I did not receive accurate pay stubs whenever I was paid shift premiums and/or shift differentials. The pay stubs do not provide the correct total number of hours worked.

7. Lastly, I was required to use my personal cell phone during my work shifts, including to download and use the "Discord" app for work communication purposes. I did not receive reimbursement for the work-related use of my personal cell phone.

8. During the pendency of this lawsuit, I was required to provide assistance to my attorneys, including discussing the case with my attorneys, and providing them with documents and information related to the case. I have spent a significant amount of time in connection with the assistance/prosecution of the claims in this lawsuit. I estimate that I spent approximately 20

1 hours in connection with the assistance/prosecution of the claims in this lawsuit, including
2 engaging in numerous telephonic discussions with my counsel regarding the case, searching for
3 and providing various documents relating to my claims (including my paystubs, work schedules,
4 employment forms, and policy documents), reviewing various files and pleadings in the case,
5 including my PAGA letters to the California Labor & Workforce Development Agency, the
6 complaint, the settlement agreement, and my declarations submitted in this case. Throughout
7 this case, I have continuously been kept apprised of the status of this case.

8 9. I understand that the claims alleged in this action were brought on behalf of other
9 similarly situated employees, and thus I am acting as a representative for the Class. As the Class
10 Representative, I understand that it is my responsibility to act in the best interests of the Class
11 and not my own. I agree that I will not put my own interests ahead of that of the Class.
12 Moreover, I am not aware of any conflicts that exist between my interests and the interests of the
13 Class that would impair or affect my ability to serve as representative for the Class.

14 10. I have and continue to be willing to assist in the investigation of this matter as
15 well as make myself available for trial or any further proceeding in this matter as required to
16 represent the interests of the Class. I also understand my duties and responsibilities to the
17 proposed class and will carry out those duties as necessary.

18 11. I have discussed the terms of the Settlement Agreement with my attorneys, and
19 based on the information provided, I believe the Settlement to be fair, reasonable, and adequate
20 for myself and for the entire Class.

21 12. I am aware and have been aware from the inception of the case, that there is the
22 risk that if I do not win my case, then I could be liable for Defendant's litigation costs. I
23 accepted that risk in this case. I also understood that an individual case would have resolved
24 much faster than a class action and involved much less financial risk than a class action.

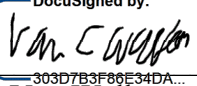
25 13. I understood that filing this lawsuit is a public record, and I accepted that burden.
26 I further understood that, because this lawsuit is a public record, it could and can adversely affect
27 my ability to obtain future employment.

28 14. As part of the settlement, I also executed a general release of any and all claims,

1 known and unknown, including a waiver of California Civil Code § 1542, which was not
2 required of other class members.

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

5 Executed on this ¹⁰ day of February 2022, at Sacramento, California.

6 DocuSigned by:
7 
8 303D7B3F88E34DA...
9 Van Walker