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Attorneys for Plaintiff, the Class, and Aggrieved Employees

**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  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: November 9, 2021

Time: 1:30 p.m.

Dept.: 53

**Reservation No.: 2592774**

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 was employed by 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 non-exempt Ramp Agent, and was paid on an hourly basis.

3. During my employment with Defendant, 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. 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.

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

6. 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.

7. I understand this action was brought on behalf of all other similarly situated employees of Defendant in California, and thus I am acting as a representative for the Class. As the Class Representative, I understand that it is my responsibility to act in the best interests of the Class and not my own. I agree that I will not put my own interests ahead of that of the Class.

Moreover, I am not aware of any conflicts that exist between my interests and the interests of the Class that would impair or affect my ability to serve as representative for the Class.

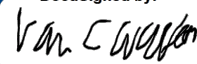
8. I have and continue to be willing to assist in the investigation of this matter, including meeting/conferring with my attorneys to discuss the case, providing any necessary information and documents, making myself available for trial or any further proceedings in this matter as required to represent the interests of the Class. I also understand my duties and responsibilities to the proposed Class and I will carry out those duties as necessary.

9. I have discussed this case with my attorneys on a number of occasions, searched for and provided documents to my attorneys to help with the prosecution of the case, made myself available to answer questions from my attorneys regarding the case, and reviewed the pleadings and documents in this case, including the PAGA letters to the California Labor & Workforce Development Agency, the Settlement Agreement, and my declaration.

10. I have discussed the terms of the Settlement Agreement with my attorneys, and based on the information provided, I am of the opinion that the settlement is fair, adequate, and reasonable, for myself and for the Class.

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

Executed on this 15<sup>th</sup> day of October 2021, at Sacramento, California.

DocuSigned by:  
  
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Van Walker