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Attorneys for Plaintiff KENDRON FRYER,
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 ALAMEDA

KENDRON FRYER, on behalf of himself,
all others similarly situated, and on behalf of
the general public,

Plaintiff,

v.

TRANSFORCE, INC.; and DOES 1-100,
Defendants.

Case No. RG20071048

[Consolidated with Case No. HG20075197]

**DECLARATION OF KENDRON FRYER IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES,
COSTS, CLASS REPRESENTATIVE
PAYMENT, AND ENTERING OF FINAL
JUDGMENT**

Date: August 9, 2022
Time: 10:00 a.m.
Dept.: 21
Reservation #: 789004215125

1 I, Kendron Fryer, hereby declare under penalty of perjury as follows:

- 2 1. I have personal knowledge of all matters stated herein, and if called as a witness, I could
3 and would competently testify thereto, except as to those matters stated upon information
4 and belief, and as to those matters, I believe them to be true.
- 5 2. I am a named Plaintiff in the above-captioned lawsuit, and I submit this declaration in
6 support of Plaintiff's Motion for Final Approval.
- 7 3. I worked for Transforce, Inc. ("Transforce") as a truck driver from about May 2018 to
8 about March of 2019, and again from June 2019 to June 2020. I was paid by the hour.
- 9 4. I originally decided to contact an attorney because I felt that some of Transforce's policies
10 and practices violated the law.
- 11 5. Based on my communications with other employees, what I witnessed while working at
12 Transforce, and my personal experience working for Transforce, it was my belief that my
13 experiences were not unique to me but were shared by all of the driver employees that
14 worked for Transforce.
- 15 6. I spoke with the attorneys Mara Law Firm about these problems when I heard there was a
16 lawsuit. They told me about class action lawsuits in general, and what it meant to be a
17 class representative. They explained to me that if I became a class representative, I would
18 not only be seeking to get compensation for myself, but I for the other truck drivers who
19 drove for Transforce in California, too.
- 20 7. After talking with my attorneys about my frustrations and experiences working for
21 Transforce and my understanding of how this was affecting other drivers, I agreed to be a
22 class representative for this case. My attorneys explained to me what my rights were under
23 the law and the options of pursuing my claims administratively, individually, or as a
24 representative of a class of similar current and former Transforce truck drivers.
- 25 8. I wanted to help myself and other Transforce drivers get what we deserved for the hard
26 work we did for Transforce that I think we were being shorted on. I felt that I wasn't getting
27 my lunch and breaks when I worked for Transforce and that I wasn't being paid for all the
28 work I would do. I know other Transforce employees complained to me about the same

1 issues with Transforce and I believed other employees working for Transforce shared my
2 experiences. I knew that my own claims would be delayed by moving forward here in an
3 action for all the drivers.

4 9. My attorneys explained that there were other things to think about when bringing this kind
5 of lawsuit, like that it could cost Transforce a lot of money. I was aware that, if I joined
6 this class action as a class representative, I might be responsible for some or all of
7 Transforce's legal costs if my case was not successful. But, I still wanted to do this and be
8 a plaintiff to help out the other drivers because I believe Transforce was wrong in their
9 employment practices and policies. I wanted to stand up for what I believed was right, but
10 I was definitely nervous about the about my decision to be a named plaintiff and the
11 challenges that came along with it.

12 10. During the many calls with my attorneys, I was told that a large amount of work, time, and
13 effort might be needed from me in pushing this forward. I told them I was okay with this,
14 and always made myself available when my attorneys needed me.

15 11. I was aware that, at some point in this case, I would be required to have my deposition
16 taken in person. My attorneys explained to me that my deposition may take weeks of in-
17 person interviews, preparation, and testimony. I was ready and willing to sit for my
18 deposition when the need arose.

19 12. I had a lot of calls with my attorneys about how Transforce paid me and the drivers, what
20 a shift usually looked like for me, and whether I got lunches or breaks. I talked to my
21 attorneys, answering my attorneys' questions and helping them develop a strategy as to
22 what information and documents were needed from Transforce. I think I probably spent
23 maybe 11 or 12 hours in total on the phone with my attorneys during the case.

24 13. I think I spent about 7 or 8 hours looking through my home for documents related to my
25 work (like copies of driver logs and paystubs) with Transforce that could help the case.

26 14. I have and will continue to adequately represent all of the interests of the class of drivers,
27 which consists of all hourly or non-exempt individuals employed as drivers by Transforce
28

1 in California from August 14, 2016, through September 1, 2021. With my status as class
2 representative, I will treat the interests of the class above my interests.

3 15. My claims are typical of the class, because my situation was the same as the other
4 Transforce employees in California. My interests are the same as all members of the
5 proposed Class.

6 16. Although I could not attend the mediation in, I was available on the phone and was kept
7 apprised of and assisted in the settlement of this matter. My attorneys communicated with
8 me and explained every part of the negotiation process. Having been fully informed and
9 advised by my attorneys as to the risks associated with further litigation, as well as
10 Transforce's potential exposure, I gave my consent to settle with Transforce for the gross
11 settlement amount of \$725,000, which I think is fair.

12 17. After the case settled, my attorneys sent me the settlement agreement, which I completely
13 and carefully reviewed. I had a few questions I wanted them to explain to me, so we talked
14 about it. This all took me around 3 or 4 hours or so, I think. I then signed the settlement
15 agreement and sent it back to my attorneys.

16 18. From the very beginning, I understood that I was participating in this case, not only for just
17 me, but all the drivers at Transforce. I understood that there were risks involved in this kind
18 of lawsuit. I understood that the lawsuit could go on for a long time and need me to work
19 throughout the entire length of the lawsuit. Because of the risks and responsibilities as a
20 class representative in a case of this size, and because I am giving up my right to sue
21 Transforce for any other claims I may have, I feel the \$7,500 service payment request is
22 fair.

23 19. I understand that this additional service payment is not guaranteed and is subject to the
24 Court's approval. What I feel about the reasonableness of the settlement in the case is not
25 based on this potential payment.

26 20. While I truly believe that I was doing the right thing in pursuing this case, I think that I
27 have paid a price for the greater good of the other drivers, who will now get some relief
28 through this settlement in these rough times.

1 21. I recognize that any settlement of this matter must be approved by the Court in terms of
2 whether it is fair and reasonable, and that I am obligated to protect the interests of the
3 Transforce employees for the Class Period.

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

6 Dated: 7/14/2022

7 By:  07367646E884414
8 KENDRON FRYER