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Attorneys for Plaintiffs,
TERRANCE LOVETT, ROBERT PARSONS
and JAVIER CUEVAS MAGANA, on behalf
of themselves all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

MARK BUFORD, RICHARD LIVELY,
ALBERT JOHNSON, RAUL MARTINEZ,
ROBERT PARSONS, JAVIER C. MAGANA,
AND TERRANCE LOVETT individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

ESTENSON LOGISTICS, LLC, a Delaware
Limited Liability Company; HUB GROUP
TRUCKING, INC., a Delaware Corporation;
HUB GROUP, INC., doing business in
California as CALIFORNIA HUB GROUP;
HUB GROUP DEDICATED, LLC, a Delaware
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: CIVSB2133332

[Assigned for all purposes to the Hon. Joseph
T. Ortiz, Dept. S-17]

**DECLARATION OF JAVIER CUEVAS
MAGANA IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 20, 2024
Time: 1:30 p.m.
Dept.: S-17

DECLARATION OF JAVIER CUEVAS MAGANA

I, Javier Cuevas Magana, 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 Defendants Estenson Logistics, LLC and HUB Group Trucking, Inc. (“Defendants”) as a driver starting about November 2015. Throughout my employment with Defendants, I worked as a non-exempt employee.

3. During my employment with Defendants, I was not compensated for all hours worked.

4. Further, I was not provided a thirty (30) minute uninterrupted meal period on days I worked more than five (5) hours in a workday and a second thirty (30) minute uninterrupted meal period for days on which I worked in excess of ten (10) hours in a workday. I did not receive meal period premium compensation in lieu of receiving proper meal breaks. I was also not provided at least ten (10) minutes per four (4) hours worked. I did not receive rest period premium compensation in lieu of receiving proper rest breaks. I was required to respond to my cell phone and tablet, among other things, while on any purported breaks.

5. Moreover, I was regularly required to use my personal cell phone for work purposes. I was not sufficiently reimbursed for the costs of said use.

6. As a result of the underpayment and/or the nonpayment of wages and/or meal and rest period premiums, the wage statements I received reflected inaccurate rates of pay and gross and net wages earned.

7. I understand that this action was brought on behalf of all other employees in the State of California, and that 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 those of the Class, and that I will not settle out my class claims in this lawsuit separately or independently from 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, discussing the case with my attorneys, 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 will carry out those duties as necessary.

9. I understand that in addition to the claims that are being released by the proposed settlement, I agreed to provide a general release of claims, which I understand is a more expansive release than provided by the class members.

10. I estimate that throughout this case I have spent approximately 38 hours assisting my attorneys to prosecute the case. I have discussed the case with my attorneys on a number of occasions, provided information and documents to my attorneys to help with the prosecution of the case, and reviewed documents in the case, including the Joint Stipulation for Class Action Settlement ("Agreement"). I helped my lawyers to respond to discovery that the company sent to me, which included providing additional information and documents regarding my employment.

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

12. I did not make the decision to file a class action lightly. I was concerned by the attention a publicly filed lawsuit, and especially a class action, would attract.

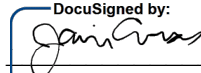
13. I am aware and have been aware from the inception of the case, that there is the risk that if I do not win my case, then I could be liable for Defendants' litigation costs. I accepted that risk in this case. I also understood that an individual case would have resolved much faster than a class action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

14. I am proud of the result and accomplishment of this lawsuit. I feel that it is a positive accomplishment and understand that other people will benefit because of the actions that

1 I have taken.

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

4 Executed on this 25 day of July 2024, at Eastvale, California.

5 DocuSigned by:


6 Javier Cuevas Magana