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

MARK BUFORD, ALBERT JOHNSON, RAUL
MARTINEZ, TERRANCE LOVETT, ROBERT
PARSONS, JAVIER CUEVAS MAGANA, and
RICHARD LIVELY on behalf of themselves
and all other 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 100, Inclusive

Defendants.

CASE NO.: CIVSB2133332

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

**DECLARATION OF RAUL
MARTINEZ IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF SETTLEMENT**

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

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17 and all others similarly situated

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25 Attorneys for Plaintiffs,
26 MARK BUFORD, RICHARD LIVELY, on behalf of
27 Themselves and all others similarly situated

1 I, Raul Martinez, declare as follows:

2 1. I am an individual over the age of 18 years old. I am a Named Plaintiff/Class
3 Representative in the above-captioned lawsuit. I have personal knowledge of all the facts stated
4 herein. As such, I could and would competently testify to these facts in court, under oath, if
5 requested to do so.

6 2. I was employed Estenson Logistics, LLC (“Defendant”) throughout California as
7 a truck driver from approximately April 2019 to May 2019.

8 3. During my employment with Defendant, I suffered various wage and hour abuses.
9 Specifically, I alleged that Defendant failed to compensate me and other employees of Defendant
10 for off-the-clock work, resulting in a failure to pay all minimum and overtime wages, and that
11 Defendant failed to pay all overtime and doubletime compensation at the proper rate. With respect
12 to meal and rest breaks, Defendant prevented me and putative class members from taking off-
13 duty meal and rest periods by requiring us to remain responsive to cell phones and tablets during
14 our breaks. Moreover, Defendant failed to reimburse me and other employees of Defendant for
15 required use of our personal cell phones for work-related purposes. As a result of these practices,
16 as well as other violations, I have alleged that Defendant failed to furnish me and other employees
17 of Defendant with accurate wage statements and failed to timely pay me and other former
18 employees of Defendant all wages due upon separation of employment. I have also alleged that
19 Defendant is liable for civil Private Attorneys General Act (“PAGA”) penalties derived from the
20 underlying violations discussed above. These wage and hour abuses which I have alleged, that I
21 and other employees of Defendant suffered, in addition to the allegations from the other Named
22 Plaintiffs in the instant action, make up the causes of action in this matter.

23 4. I am not a professional Plaintiff.

24 5. I have not been convicted of a felony.

25 6. I am not closely aligned or related to my counsel, or any other attorneys at their
26 firm.

27 7. I can fairly and adequately represent the interests of the class and I do not have an
28 interest adverse to the other class members.

1 8. As I have suffered from the same kinds of wage and hour abuses during my
2 employment with Defendant, I have a substantial interest in the outcome of this lawsuit.

3 9. After I first contacted my attorneys, I had an initial consultation and subsequent
4 conversations regarding the potential claims. I spent hours locating documents I received from
5 Defendant, including company policy documents, paystubs, emails, and memos I had received
6 from Defendant during my employment. I also spent additional time reviewing the documents
7 with my attorneys. We discussed potential claims and legal options. During the course of this
8 litigation, I have always made myself available to search for documents, provide my input, and
9 respond to questions.

10 10. I have taken my duties as a class representative in this case seriously and have
11 assisted my counsel in the prosecution of this lawsuit. Specifically, as a Named Plaintiff in the
12 case, I was informed of the possibility of my deposition being taken, that preparation and the
13 deposition itself could potentially take several days, and that it would be an adversarial process,
14 taken under oath. I started preparing myself for the deposition so I would be prepared and
15 comfortable when the date and time were set. Ultimately, my deposition was not taken, but I
16 would have been ready to take it, if required.

17 11. When the Parties agreed to mediate this case, I was informed of the mediation
18 process, what to expect, and provided additional information to add to the mediation brief and
19 damages model. In preparing for this mediation, I actively helped my attorneys prepare, including
20 numerous, lengthy phone calls regarding my experience while working for Defendant. Moreover,
21 I made myself personally available to speak with my attorneys if they needed my input or
22 assistance during the mediation.

23 12. Sometime after the agreement to settle, my attorneys sent the agreement for me to
24 review and sign. I reviewed the settlement agreement thoroughly. After reading the agreement,
25 I consulted with my attorneys before consenting to the terms in the settlement agreement.

26 13. I understood the settlement process involved mailing a notice to all members of
27 the Class, telling them about the settlement and how they can expect to receive a payment for the
28 wage and hour violations they suffered. It was explained to me that by suing on behalf of myself

1 and other employees, I could be subject to a certain stigma that is sometimes associated with
2 someone who brings a class or PAGA action, which could negatively impact my ability to find
3 future employment as a truck driver. Although I recognized these risks, I still felt compelled to
4 bring the action because I felt strongly that the wage and hour practices at issue needed to be
5 rectified, including among other things, the failure to: pay for all hours worked; provide
6 compliant, off-duty meal and rest periods; keep accurate records, and reimburse business
7 expenses for personal cell phones.

8 14. I believe this was a good settlement for my fellow class members. They are
9 receiving money they potentially would not otherwise receive had I not filed this case and
10 contributed as the Class Representative. I take great pride in that.

11 15. I believe that the request of \$10,000 as an enhancement payment is not only
12 appropriate, but reasonable in light of (a) the emotional and mental stress of dealing with this
13 lawsuit, and the potential of having a judgment entered against me if we had lost; (b) exposure to
14 costs if the Defendant would have won; (c) the real potential of losing job opportunities because
15 I filed this case; (d) giving a general release of all claims arising from my employment with
16 Defendant, which is broader than the release the class members have provided; and (e) for the
17 substantial hours I dedicated to this case both before and after this lawsuit was filed which was
18 time lost from being with my family, friends, and work.

19 16. I believe that between communicating with my lawyers over the last nearly four
20 years, working to produce discovery, and answering questions, that I have spent about thirty-five
21 (35) hours in this matter.

22 17. As part of the settlement, I also agreed to a general release of claims and waiver
23 of Civil Code § 1542. This general release includes past and present claims against the Defendant.

24 I declare under penalty of perjury under the laws of the United States that the foregoing is
25 true and correct. Executed on Jul 26, 2024, in Redlands, California.

26
27 
raul martinez (Jul 26, 2024 11:30 PDT)

28 Raul Martinez