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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

PEDRO CORTEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

BG TRUCKING, INC., an California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 37-2021-00010743-CU-OE-CTL

[Assigned for All Purposes to Hon. Joel R.
Wohlfeil, Dept. C-73]

**DECLARATION OF PEDRO CORTEZ IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: November 3, 2023

Time: 9:00 a.m.

Dept.: C-73

Complaint Filed: March 10, 2021

DECLARATION OF PEDRO CORTEZ

I, Pedro Cortez, 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 am the named plaintiff in the above-entitled matter. This declaration is submitted in support of the Motion for Final Approval of Class Action Settlement and my request for an Enhancement Payment in the amount of \$5,000.00.

3. I was employed by Defendant BG Trucking, Inc. (the "Company") as a truck driver during the approximate period of October 11, 2019, to on or about November 13, 2020. Throughout my employment, I was paid on a mileage/piece-rate basis based on the number of miles I drove for the Company.

4. Similar to other drivers that worked for the Company, I did not receive minimum, regular or overtime wages for time spent completing non-productive tasks at work. These non-productive tasks include, but are not limited to, pre-trip inspections, fueling the truck and loading/unloading the truck. In addition, because drivers were paid on a mileage/piece-rate basis, I did not receive an hourly wage and any duty-free rest breaks were not "paid" breaks.

5. When I received the payment of wages, I received a wage statement from the Company. The wage statements I received did not identify the applicable rates or miles used to calculate my wages. Rather, the wage statements simply listed the gross sum of the wages without any explanation. Additionally, due to the underpayment and/or nonpayment of wages and rest period premiums, my wage statements displayed inaccurate rates of pay, net and gross wages earned, and total hours worked.

6. I did not receive the underpaid minimum, regular and overtime wages, and rest premium compensation when my employment with the Company ended.

7. During the pendency of this lawsuit, I was required to provide assistance to my attorneys, including discussing the case with them on numerous occasions and providing them with documents and information. I have spent a significant amount of time in connection with

1 the assistance/prosecution of the claims in this lawsuit, including: (i) engaging in numerous
2 telephonic discussions with my counsel regarding the case; (ii) searching for and providing
3 various documents relating to my claims, including my pay records; (iii) reviewing various files
4 and pleadings in this case, including my PAGA letter, the complaints and my declarations; and
5 (iv) reviewing the Settlement Agreement. Throughout this case, I have continuously been kept
6 apprised of the status of this case.

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

10 9. I am aware in cases like mine, that there is the risk that if I do not win my case,
11 then I could be liable for the fees and costs of Defendant. I accepted that risk in this case, which I
12 understood could be substantial.

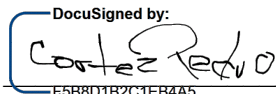
13 10. I also understood that filing this lawsuit is a public record and I accepted that
14 burden. Since this lawsuit is a public record, it is something that potential employers can look
15 into, and it may cause a negative impact to my employment prospects.

16 11. I understand that because of my actions, many others have benefited by this case.
17 I feel that I took upon myself the risks of filing this lawsuit and achieved a result for other
18 employees who did not have to file a lawsuit.

19 12. In addition, in connection with the settlement, I executed a general release of all
20 claims, known and unknown, including a waiver of Civil Code § 1542. This was not required of
21 other Class Members.

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

24 Executed on this 11 day of October 2023, at Sacramento, California.

25 DocuSigned by:
26 
27 _____
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Pedro Cortez