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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
PRELIMINARY APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: June 30, 2023

Time: 9:00 a.m.

Dept.: C-73

Reservation Number: 2967791

Complaint Filed: March 10, 2021

1 I, Pedro Cortez, declare as follows:

2 1. I am an individual over the age of 18 years old and am a resident of California. I
3 am a named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if
4 called to testify I could and would do so competently.

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

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

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

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

22 6. I understand that this action was brought on behalf of all other current and former
23 non-exempt employees who were paid on a mileage basis in California, and that I am acting as a
24 representative for the Class. As class representative, I understand that it is my responsibility to
25 act in the best interest of the Class and not my own. I agree that I will not put my own interests
26 ahead of that of the Class, and that I will not settle out my claims separately or independently
27 from the Class.

28 7. I am not aware of any conflicts that exist between my interest and the interests of

1 the Class that would impair or affect my ability to serve as representative for the Class.

2 8. I have and continue to be willing to assist in the investigation of this matter,
3 including providing any necessary information and documents, as well as make myself available
4 for trial or any further proceeding in this matter as required to represent the interests of the Class.
5 I also understand my duties and responsibilities to the proposed class and will carry out those
6 duties as necessary. I have performed a number of tasks as the representative of the Class in
7 connection with the prosecution of this matter, including discussing the lawsuit with my counsel
8 on a number of occasions, providing documents and information to my counsel, and reviewing
9 various pleadings and documents, including my PAGA letter, the complaint, and the Settlement
10 Agreement.

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

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

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

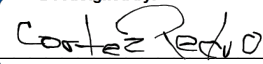
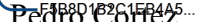
20 12. I am proud of the result and accomplishment of this lawsuit. I feel that it is a
21 positive accomplishment and understand that other people will benefit because of the actions that
22 I have taken.

23 13. I executed a general waiver of any and all claims against the Company, including
24 a waiver of California Civil Code section 1542, which I understand was not required of other
25 Class Members.

26 14. I do not have a relationship with, of financial interest in, Legal Aid at Work.
27
28

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

3 Executed on this 1/27/2023 day of January 2023, at E1 centro, California.

4 DocuSigned by:
5 
6 
7 Pedro Cortez