

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
JULIO MACHADO

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
JULIO MACHADO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JULIO MACHADO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PACIFIC DRAYAGE SERVICES, LLC., a
Delaware limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. CIVSB2124879

*[Assigned for all purposes to the Hon. David S.
Cohn, Dept. S-26]*

**DECLARATION OF PLAINTIFF JULIO
MACHADO IN SUPPORT OF MOTION
FOR APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: July 18, 2023
Time: 10:00 a.m.
Division: S-26

Action Filed: August 27, 2021
Trial: None set

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I, JULIO MACHADO, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendant Pacific Drayage Services, LLC (hereinafter referred to as “Pacific Drayage” or “Defendant”) as a Driver until my employment was separated on or about August 5, 2021. During my employment Pacific Drayage, I, along with the other Drivers, were required to follow Pacific Drayage’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Pacific Drayage, I was not provided accurate, itemized wage statements. Specifically, the wage statements Pacific Drayage provided me failed to include all applicable hourly rates of pay and failed to include total hours worked during each pay period.

4. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available to speak and meet with my lawyers whenever I was needed, including the entire day of the mediation on August 9, 2022 and throughout the settlement process.

5. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my former co-workers and current employees of Pacific by helping them recover penalties owed to them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees would not have to take on. I also knew that there was a risk that I could be liable for Pacific Drayage's costs if we lost the case. I was also scared that it would be difficult for me to get a similar job in the future because other companies might not want to hire me if they knew I had filed a lawsuit against my former employer. Even though I understood that joining a lawsuit is a public record and could stigmatize me and may affect my future employability, I accepted that burden for the benefit of other employees of Pacific Drayage because I wanted Pacific Drayage to pay its current and former Drivers for penalties owed according to the law and face consequences for not doing so.

1 6. I have been actively involved in this case since joining this lawsuit. Without revealing
2 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
3 numerous occasions. I estimate that I have spent approximately 10 hours meeting with my lawyers
4 concerning the case and my responsibilities as a class representative, which included, among other
5 things, gathering various employment and non-employment related documents for use in the lawsuit,
6 reviewing documents with my lawyers and answering their questions, answering follow up questions
7 and providing guidance regarding Pacific Drayage's pay stubs. Also, I routinely checked in with my
8 attorneys and their staff to make sure I did not miss any important updates in this case. In connection
9 with the settlement in this case, I spent over 2 hours reviewing the settlement agreement and discussing
10 it with my attorneys. I made sure to ask my lawyers any questions I had about the terms of the settlement
11 agreement because I wanted to understand everything before I signed it.

12 7. As part of the proposed Settlement, I have also agreed to a full general release of claims
13 related to my employment with Pacific Drayage that extends beyond the release of claims applicable
14 to members of the Class as defined in the Settlement. I understand that this includes all claims, whether
15 known or unknown, under federal, state, or local law against Pacific Drayage.

16 8. I believe my claims are typical of the members of the Class because they were required
17 to follow the same policies and procedures I was required to follow when I worked for Pacific Drayage.
18 I believe Pacific Drayage's policies and procedures were the same for all Drivers in California. Since
19 the same policies and procedures applies to myself and the other Drivers, I believe they did not receive
20 accurate wage statements.

21 9. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt
22 employees. I understand that as the proposed class representative, I am responsible for representing
23 the interests of all members of the class in litigation to recover money damages for the Class and I
24 consider the interests of the Class and put the interests of the Class before my own interests.

25 10. I understand that my attorneys will request that the Court award me Service Award of
26 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Award is not
27 contingent upon me supporting the proposed Settlement.
28

1 I have reviewed this written statement and fully understand all of its contents. I declare under
2 penalty of perjury under the laws of the State of California that the foregoing is true and correct.
3 Executed on 09/14, 2022 at Van Nuys, California.

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Julio Machado (Sep 14, 2022 16:44 PDT)

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